

RFP NOTICE

Polk County, a political subdivision of the State of Florida, requests the submittal of proposals from vendors that are interested in providing banking services as described herein. Sealed proposals must be received in the Procurement Division, prior to the due date and time listed below.

RFP Number and Title: 24-023, Banking Services

Description: Provide general banking services or institutional custody services for Polk County.

Receiving Period: Prior to 2:00 p.m., Wednesday, December 6, 2023

Bid Opening: Wednesday, December 6, 2023, at 2:00 p.m. or as soon as possible thereafter.

This form is for RFP registration only. Please scroll down for additional information.

Special Instructions:

To receive a copy of Attachment A, Attachment B, Attachment C, and Attachment D please go the following FTP site: <ftp3.polk-county.net>, you will be prompted for a User ID and Password. The User ID is **procurevendor** and the password is **solicitation**. After you have logged in to the FTP site, double click on the file folder "RFP 24-023, Banking Services.zip", select "Open" or "Save As" to download the Attachments. If you need assistance accessing this website due to ADA or any other reason, please email Ken Brush at kenbrush@polk-county.net.

Questions regarding this RFP must be in writing and must be sent to Ken Brush Contracts Manager, via email at kenbrush@polk-county.net or via fax at (863) 534-6789. All questions must be received by, Friday, November 17, 2023, 4:00 p.m.

RFP REGISTRATION

You must register using this form to receive notice of any addenda to these documents. Please fax the completed form to the Procurement Division as soon as possible. It is the vendor's responsibility to verify if addenda have been issued.

RFP Number: 24-023

RFP Title: Banking Services

This form is for bid registration only. Please scroll down for additional information.

Carefully complete this form and return it to the Procurement Division via e-mail to procurement@polk-county.net or fax (863) 534-6789. You must submit one form for each solicitation that you are registering for.

Company Name: _____

Contact Name: _____

Mailing Address: _____

City: _____

State: _____

Zip Code: _____

Phone Number: _____

Email: _____

PROPOSAL SUBMITTAL INSTRUCTIONS

Proposers must submit their proposal prior to 2:00 p.m. on the receiving date. Proposals must be submitted in a “sealed” parcel or electronically through Polk County’s secure website, Kiteworks. Proposals will be publicly opened at 2:00 p.m. on the receiving date.

Sealed Parcel Submittal:

If you are submitting a sealed parcel proposal submit one (1) original marked ORIGINAL and five (5) copies marked COPY of the proposal in a sealed parcel to the Procurement Division. The parcel should be labeled “RFP #24-023, Banking Services” and marked with the proposer’s name and address. The Proposals may be mailed or delivered to:

Polk County Procurement Division
330 West Church Street, Room 150
Bartow, FL 33830

To assist with labeling the sealed parcel, please cut along the outer border and affix this label. Be sure to include the name of the company submitting the proposal where requested.

Sealed Proposal. DO NOT OPEN	
RFP Number	24-023
RFP Title	Banking Services
Due Date/Time:	December 6, 2023, prior to 2:00 pm
Submitted by:	
Deliver To:	Polk County Procurement Division 330 West Church Street, Room 150, Bartow, Florida 33830

Proposals may be mailed, express mailed or hand delivered. It is the Proposers responsibility to ensure their package is delivered to the Procurement Division prior to 2:00 p.m. on the Receiving date and time referenced above. Proposals delivered at 2:00 p.m. or later will not be accepted.

Electronic Proposals Submittal:

All prospective Proposers that are interested in submitting their proposals electronically can do so via the County's secure electronic submittal website, Kiteworks. Proposers must email kenbrush@polk-county.net at least 48 hours prior to opening to receive a link to upload their submittal. Please only upload your documents as a PDF or Excel file for the Cost Tab, if applicable. Please use the name convention of your files as follow:

"RFP 24-023 Tab 1"

"RFP 24-023 Tab 2"

"RFP 24-023 Tab 3"

"RFP 24-023 Tab 4"

For more instructions, a video tutorial has been produced to further explain the electronic solicitation submittal process. It can be found by clicking here for RFP Submittals: https://youtu.be/vkn_7AHgioE. If you need assistance accessing this website due to ADA or any other reason, please email Ken Brush at kenbrush@polk-county.net.

Procurement recommends that Proposers submitting electronically double check the documents submitted into Kiteworks to ensure all requested tab information has been uploaded. Failure to upload the requested tab information may result in the proposal being deemed nonresponsive.

POLK COUNTY
Clerk of the Circuit Courts
Issued by
Procurement Division
Fran McAskill
Procurement Director
REQUEST FOR PROPOSAL 24-023
Banking Services

Sealed proposals will be received in the Procurement Division, Wednesday, December 6, 2023, prior to 2:00 p.m.

Attached are important instructions and specifications regarding responses to this Request for Proposal (the "RFP"). The failure of a responding proposer (a "Proposer") to follow these instructions could result in Proposer disqualification from consideration for a contract to be awarded pursuant to this RFP.

This document is issued by Polk County (the "County") which is the sole distributor of this RFP and all addenda and changes to the RFP documents. The County shall record its responses to inquiries and provide any supplemental instructions or additional documents pertaining to this RFP in the form of written addenda to the RFP. The County shall post all such addenda, together with any other information pertaining to this RFP, on the County's website at <https://www.polk-county.net/procurement/bids>. It is the sole responsibility of each Proposer to review the website prior to submitting a responsive proposal (a "Proposal") to this RFP to ensure that the Proposer has obtained all available instructions, addenda, changes, supporting documents, and any other information pertaining to this RFP.

The County is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the County and the Proposer should not rely on such sources for information regarding the RFP solicitation.

Questions regarding this RFP must be in writing and must be sent to Ken Brush, Contracts Manager, via email at kenbrush@polk-county.net or via fax at (863) 534-6789. **All questions must be received by Friday, November 17, 2023, 4:00 p.m.**

Proposers and any prospective proposers shall not contact, communicate with or discuss any matter relating in any way to this RFP with any member of the Polk County Board of County Commissioners, Polk County Clerk of the Circuit Courts, or any employee of Polk County other than the County Procurement Director or the individual designated above. This prohibition begins with the issuance of the Request for Proposal and ends upon execution of the final contract. Any such communication initiated by a Proposer or prospective proposer shall be grounds for disqualifying the offender from consideration for a contract to be awarded pursuant to this RFP and for contracts to be awarded pursuant to RFPs or Requests for Bid that the County may issue in the future.

A Proposer's responsive Proposal to this RFP may be mailed, express mailed, or hand delivered to:

Polk County Procurement Division
330 West Church Street, Room 150

**Bartow, Florida 33830
(863)534-6757**

Introduction/Background

This Request for Proposal (RFP) is issued by Polk County, a political subdivision of the State of Florida on behalf of the Polk County Clerk of the circuit Court (the "Clerk"). The Clerk is an independent constitutional officer pursuant to Article V, Florida Constitution, and chapter 28, Florida Statutes. All communications with the Clerk's office and the County regarding this RFP must be made in writing via the specified method of communications herein.

Any person or business organization that submits a response to this RFP will be referred to as a contractor or proposer. A response to this RFP will be referred to as a Reply. The Clerk reserves the right to unilaterally determine the negotiation process, and to unilaterally determine that negotiations are unsuccessful. The Clerk, at her sole discretion, may commence negotiations with another qualified proposer and so on until the Clerk determines that negotiations have been successful and a contract is executed. No proposer shall have any rights against the Clerk arising from or as a result of this RFP process or negotiation process. Proposer bears the sole risk of costs or expenses of making responses, proposals, or presentations regarding this RFP.

The Clerk does not intend to be bound by the terms of any response, proposal, or negotiated offer. No contract will be formed as a result of submission of an RFP or being selected as the most qualified proposer or being selected to negotiate. The Clerk does not intend to be bound or obligated in any form to any proposer until successful execution of a formal contract.

By virtue of submitting a reply, proposers are acknowledging that the Clerk reserves the rights outlined herein:

- 1.) The Clerk reserves the right to accept, reject in whole or in part, any and all offers or replies, to waive formalities or minor irregularities, to negotiate final costs and terms, and to accept or negotiate offers that are determined to be most advantageous to the Clerk, in the Clerk's sole discretion.
- 2.) This RFP process is for the benefit of the Clerk only, and is intended to provide the Clerk with competitive information to assist in selection. All decisions on compliance, evaluation, terms, and conditions shall be made solely at the Clerk's discretion and made to favor the Clerk.
- 3.) All materials submitted in response to this RFP become the property of the Clerk and will be public record subject to the provisions of chapter 119, Florida Statutes.
- 4.) The Clerk reserves the right to negotiate with selected proposers according to the process and procedures outlined herein, and to unilaterally determine that negotiations are successful or unsuccessful, until the Clerk rejects all offers or replies and terminates the process, or until the Clerk negotiates successfully with a selected proposer and a contract is executed.
- 5.) No proposer shall have any rights against the Clerk arising from any reply or from being selected as a proposer for negotiation.
- 6.) The Clerk does not intend to be bound by the terms of any reply or offer. The Clerk does not intend that a contract be formed as a result of a reply or offer or as a result of a proposer being selected for negotiation.

- 7.) No contract will be formed until there is a signed contract executed by the Clerk detailing the terms and conditions of the completed negotiations.
- 8.) The Clerk's decisions are final, and all proposers responding to this RFP agree to be bound by the Clerk's decisions.
- 9.) A proposer waives and relinquishes any claim, cause, action, or suit against the Polk County Clerk of the Circuit Court and any of her agents, deputies, employees, or assigns arising out of the administration, evaluation, scoring, selection, or negotiation of the RFP.

The Clerk is soliciting proposals from qualified firms for banking and institutional custody services. Acting in her capacity as Comptroller to the Board of County Commissioners, it is the intent of the Clerk's Office (hereinafter the "Clerk") to enter into a contract(s) for the Board of County Commissioners' (hereinafter the "County"). The intent of this RFP is to broadly consider the County's use of banking services and to identify future banking partners.

The County intends to select one or more firms to provide the required services. To facilitate the evaluation of proposals, the services have been divided into two (2) Service Groups as listed below. Firms may propose to provide **one or more** of these services. It is possible that awards to multiple firms will be made, but it is the intention of the County to select only one (1) firm for each Service Group.

Service Group 1: General Banking Services

Service Group 2: Institutional Custody Services

CONSULTANT

To assist with RFP evaluation efforts, the Clerk has selected a third-party Consultant, PFM Group Consulting LLC ("Consultant"). The Consultant will advise the County on industry best practices with regard to the proposed service delivery model and shared supplier approach, supplier selection, and other activities as needed with supplier, product, or service transition.

Scope of Services

A. SERVICE GROUP 1: GENERAL BANKING SERVICES

1. **General Requirements:** The firm awarded the contract will be the Clerk's primary cash management partner. This firm will process both deposits (both electronic and paper), handle payroll and accounts payable disbursements, and be the central point of cash management. The County's current banking structure consists of three (3) demand deposit accounts.

Qualification Requirements:

- a. Be designated as a "Qualified Public Depository" by the State Treasury, in accordance with Chapter 280 of Florida Statutes,
- b. Be "Well Capitalized" as defined by the Federal Deposit Insurance Corporation (FDIC),

- c. Establish demand deposit accounts to meet the banking requirements of the County and maintain accurate records of activity in those accounts,
- d. Provide an overnight investment sweep or interest-bearing account for balances,
- e. Comply with all applicable federal and state regulations regarding the provision of the proposed services, and
- f. Provide a primary relationship contact and dedicated customer support.

2. Deposit Services

Check Processing – The County deposits approximately 10,300 checks per month, excluding physical check volume processed through a lockbox. Checks are deposited through image cash letter (“ICL”), remote deposit capture (“RDC”), and through the branch/vault. Below are the details.

ICL: The Polk County Tax Collector (the “Tax Collector”) processes mailed-in utility check payments on behalf of the County and generates an ICL file to be deposited through the County’s bank. The Tax Collector produces the ICL file in the X9.37 format and manually uploads the file to the incumbent bank’s online system daily. Through this process, the County deposits approximately 8,100 checks per month. For sake of clarity, this RFP is only for services required by the Clerk and does not include banking activity associated with the Tax Collector.

RDC: The County currently uses 7 TellerScan TS240 scanners to process most of its other check activity. The County processes approximately 1,900 checks through RDC per month.

Branch/Vault: The County deposits approximately 200 checks per month through the branch/vault.

Cash Deposits – The County deposits approximately \$165,000 in coin/currency per month through the branch/vault. Below are the details.

Vault: The County deposits approximately \$103,000 in coin/currency per month from two locations: Comptroller (once per week) and Waste & Recycling Division (twice per week). The County utilizes Mid Florida Armored & ATM Services, Inc. as the armored car provider. All deposits are made in tamper evident bags.

Branch: The County deposits approximately \$62,000 in coin/currency per month from multiple locations. Below is list of County locations that may require branch services:

Location	Address
Comptroller	330 W. Church St, Bartow, FL
Utilities	1011 Jim Keene Blvd, Winter Haven, FL
The Rohr Home	1290 Golfview Ave, Bartow, FL

Waste & Recycling	10 Environmental Loop, Winter Haven, FL
Tourism/Sports Marketing	101 Adventure Court, Davenport, FL
Lake Arbuckle Park	2600 Lake Arbuckle Rd, Frostproof, FL 33843
Saddle Creek Park	3716 Morgan Combee Rd, Lakeland, FL 33801
Lake Rosalie Park	2859-2925 Rosalie Lake Rd, Lake Wales, FL 3389
Coleman Landing	1450 Shady Oak Dr, Lake Wales, FL 33898
Port Hatchineha	15050 Lake Hatchineha Rd, Haines City, FL 33844

Currency Needs – The County currently orders approximately \$1,300 in coin/currency through the branch.

Deposit Reconciliation – The County is interested in exploring the use of deposit reconciliation services through this RFP.

eLockbox – The County utilizes eLockbox services to process utility payments generated through consumer bill pay sites. There are approximately 10,900 eLockbox payments processed each month. For reference regarding eLockbox integration, the County is currently using Naviline as the utility billing system and is switching to Advanced Utility Systems Infinity CIS, version is 4.1.64 in October 2023.

Required services include:

- g. Process the deposit of checks via ICL, RDC, and through the branch/vault location,
- h. Process the collection of coin and currency at a vault location delivered by Mid Florida Armored & ATM Services, Inc,
- i. Fulfill orders for currency and coin,
- j. Provide deposit reconciliation services,
- k. Provide online access to deposited item images, and
- l. Provide eLockbox services.

3. **Lockbox Processing**

The County currently uses a wholesale lockbox for the collection of EMS related payments. A summary of the EMS payments lockbox is provided below:

Polk County EMS	
Purpose	Process EMS payments and collections.
Lockbox Type	<input checked="" type="checkbox"/> Wholesale <input type="checkbox"/> Retail <input type="checkbox"/> Wholetail
Monthly Collections (Dollars Processed)	\$1.5 million - \$2.5 million per month
Monthly Volume Received (Transactions Received)	1,600 per month
Standard Remittance Documents	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Items Scanned	<input checked="" type="checkbox"/> Envelope <input checked="" type="checkbox"/> Check <input checked="" type="checkbox"/> Remittance Document <input checked="" type="checkbox"/> Correspondence
Images Available Online	<input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Length of Time Images are Accessible	90 Days
Payment Data Transmitted?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Physical Copies Returned	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Paid-in Full Items Only)

EMS billing and collections is administered by a third-party processor, Digitech, who requires read-only access to the bank's online portal. Items that are marked "Paid-in Full" are currently removed from the lockbox file, shipped to the County for review, and then sent back to the lockbox once approved. The County would be interested in exploring options to review and decision "Paid-in Full" items online.

Payments are currently sent to an Orlando, Florida, P.O. Box. The County would prefer that payments will continue to be sent to a Florida P.O. Box; however, this is not a requirement.

A sample lockbox remittance can be found under Attachment B.

Required services include:

- a. Provide a lockbox solution for the County's EMS payment processing needs,
- b. Process all payments sent to a P.O. Box,
- c. Image checks, remittance documents, and other forms/documents received,
- d. Provide online access to images of processed items, remittance documents, and other forms/documents,
- e. Provide online reporting and download of transaction detail and summary, including account numbers and payment amounts,
- f. Provide online exception item review,
- g. Meet the requirements imposed by the American Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and
- h. Allow online access for the County's third-party vendor.

4. Check Disbursements

The County disburses approximately 1,800 checks per month for accounts payable, payroll, and other disbursement needs. Accounts payable is processed on a weekly basis on Thursdays and payroll is processed bi-weekly on Wednesdays. The County processes a limited volume of payroll checks with approximately 20 to 50 per pay cycle. The volume of County checks increases during election season with 1,400 to 1,600 additional checks processed. The County utilizes payee positive pay on all check writing accounts.

Positive pay files are generated by the County and transmitted to the bank through SFTP.

Required services include:

- a. Provide positive pay with payee validation services with file transmission and manual keying of check details,
- b. Provide online positive pay exception item review and decisioning,
- c. Provide check block services on non-check writing accounts,
- d. Provide online stop payment services,
- e. Provide electronic archival of cleared checks (images of front and back) to meet the County's archival requirements, and
- f. Provide online access to cashed check images.

5. Electronic Transfer of Funds

ACH Transactions – The County initiates approximately 14,900 ACH transactions per month. Most ACH transactions are transmitted to the bank via file transmission through SFTP. ACH activity includes the initiation of ACH credits for payroll, accounts payable, and other disbursement needs.

The County receives approximately 1,100 ACH credits/debits per month.

Accounts Payable – The County sends over \$2 million in accounts payable disbursements by ACH each week. The County runs its accounts payable process on a weekly basis every Thursday for payment on Friday. The County is interested in exploring Account Verification Services (“AVS”) as an additional protection against fraud related to electronic payments.

Once a month, except for January, the County submits ACH payments to the Polk County Sheriff’s Office for up to \$20 million. In January, the annual payment could be over \$30 million.

Payroll – The County has approximately 2,000 employees on a bi-weekly payroll cycle. Each employee can establish up to five separate bank accounts to receive payment. A typical direct deposit file is approximately \$4 million.

Incoming/Outgoing Wires – The County initiates approximately 30 domestic wires and receives approximately 24 incoming domestic wires per month.

Required services include:

- a. Initiate ACH transactions using a secure online platform,
- b. Establish an ACH daily exposure limit so that prefunding of ACH transactions is not required,
- c. Provide ACH debit blocking and filtering services,
- d. Provide a secure electronic method for wiring funds, and
- e. Provide a secure electronic method for initiating intrabank transfers.

6. Reporting

The County requires access to daily reports of balances and transaction information, including current day and prior day reporting of ledger balances available balance, and summary and details of credits/debits posted. Approximately 36 County employees have access to the bank’s online reporting platform. Three of these employees have full administrative access.

The County uses Oracle Fusion Cloud Applications, 23B (11.13.23.04.0) as its ERP system. The County reconciles its accounts on a weekly basis using BAI2 files that are manually loaded from the bank’s online system and uploaded to the ERP system.

Required services include:

- a. Provide online balance reporting services,
- b. Allow approximately 36 County employees with different levels of authorization to access the firm’s online reporting system,
- c. Provide current day and prior day reporting,

- d. Provide online monthly activity statements and reports for all accounts by the third business day of the following month, and
- e. Provide a detailed monthly account analysis statement for each individual account and a consolidated statement showing charges for all account services.

7. **Bank Balances**

Over the past 12 months, the County has maintained an average of \$4.5 million at the bank. The amount held at the bank will depend on the rate paid by the bank compared to other liquid alternatives and security of deposit/investment options. The County does not guarantee that it will hold any minimal account balances at the selected firm. The County will consider using an overnight sweep and/or interest-bearing accounts.

The County's investment policy can be found under Attachment C.

Required services include:

- a. Provide a competitive earnings credit rate for uninvested balances,
- b. Provide an overnight investment service (sweep) and/or interest-bearing account for excess cash balances in the demand deposit accounts, and
- c. Collateralized all balances, in excess of balances insured by the FDIC, in accordance with collateral requirements established by State of Florida law.

B. SERVICE GROUP 2: INSTITUTIONAL CUSTODY SERVICES

1. The County requires institutional custody services for one high-quality fixed-income portfolio for the County's operating funds. As of June 30, 2023, the market value of the portfolio is \$1.16 billion. The portfolio is invested in U.S. Treasuries, Federal Agencies, Municipal Obligations, Corporate Notes, Mortgage-Backed Securities, and Asset-Backed Securities. A detailed listing of the portfolio as of June 30, 2023, can be found in Attachment D.

There are approximately 360 positions held. Over the past 12 months, there were approximately 94 purchases, 18 sale transactions, and 30 maturities. The portfolio is managed internally by the County. It would be the County's preference to have funds from sales and maturities automatically transferred to the County's depository relationship versus being held in cash or within a money market fund through the institutional custody provider.

Required services include:

- a. Maintain one or more custody accounts in the bank's trust department for the cash and securities owned by the County,
- b. Segregate all securities and cash from the assets of others. The custodian shall have only the bare custody thereof, and securities shall be, and remain the sole property of the County. The securities held by the custodian shall, unless payable to the bearer, be registered in the name of the County, or in the firm's nominee

name. Securities delivered to the custodian shall be in due form for transfer or already registered as provided above,

- c. Settle and deliver securities as directed through any broker selected by the County,
- d. Create, maintain, and retain all records relating to securities held in custody in the County's accounts to meet the requirements and obligations under generally accepted accounting principles,
- e. Provide online reporting of portfolio activity and holdings on a real-time or next day basis,
- f. Provide online monthly activity statements and reports, including the market value of all portfolio holdings (the statement cut-off should be the last day of the month),
- g. Provide custom online reports for specified dated transactions and holdings (i.e., previous day, current day, and/or weekly),
- h. Follow instructions from the County or authorized parties to wire funds from the custody account to the County's cash management bank, and
- i. Provide corporate action reporting to the County of bond calls, conversions, tender offers, exchanges, receipt of stock rights, mergers and reorganizations, and other events that affect fund holdings.

The County shall request the services on an as-needed basis. There is no guarantee that any or all of the services described in the agreement will be assigned during the term of the agreement. Further, the Firm is providing these services on a nonexclusive basis. The County, at its option or the Clerk, may elect to have any of the services set forth herein performed by other firms or County staff.

AGREEMENT

The term of this agreement will be for 5 years with the option to renew for 2, one-year periods. The Actual term will be negotiated as part of Elevation Level 4, Contract Negotiations.

SUBMITTAL

Submittals should not contain information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The responses should be in the same order as the selection and evaluation procedures. Proposals are to be printed double-sided.

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective submittal to this solicitation are not desired and may be construed as an

indication of the proposer's lack of cost consciousness. Elaborate artwork, expensive visual aids, and other presentation aids are neither necessary nor desired, unless specifically requested. The proposal submittals should be contained within a three (3) ring binder (original and each copy in separate binders). Each submittal should contain:

Tab 1, Introduction:

Introduction letter describing your firm, experience, number of years in business, contact name, company address, phone number and email address of contact person. (One page, single or double sided)

Tab 2, Qualitative Response (80 Points)

Qualifications & Experience

(All firms must respond to this section)

1. Provide a general overview and brief history of your organization, including parent and/or subsidiary companies and number of employees.
2. Describe the experience of the firm in providing similar services for governmental entities.
3. Complete the following table with current credit ratings by Standard & Poor's Rating Services, Moody's Investor Services, and Fitch Ratings. If the firm is not rated by these rating organizations, provide other evidence of the firm's financial strength.

Firm / Bank	Standard & Poor's Rating	Moody's Investor Services	Fitch Ratings
Short-Term Unsecured Senior Debt			
Long-Term Unsecured Senior Debt			
Bank Holding Company	Standard & Poor's Rating	Moody's Investor Services	Fitch Ratings
Short-Term Unsecured Senior Debt			
Long-Term Unsecured Senior Debt			

4. Discuss the firm's current capital structure, adequacy, and coverage. Provide the following statistics for the last reporting period:

- a. Total Risk Based Capital Ratio: _____
 - b. Tier 1 Risk Based Capital Ratio: _____
 - c. Tier 1 Leverage Capital Ratio: _____
5. Include an **electronic copy** of the most recent audited annual financial statements.
6. Employee Banking Services
 - a. Describe in detail the package of employee banking services, educational programs, and/or special rates that you propose to provide to County employees.
 - b. In what languages is marketing literature available?

Service Group 1: General Banking Services

(Only firms proposing for Service Group 1 should respond to this section.)

1. Confirm that the firm is able to meet all of the requirements listed in Scope of Services A. Service Group 1: General Banking Services.
2. Key Proposed Personnel
 - a. Provide the name, title, address, phone number, and email address of the primary contact person(s) assigned to this account.

	Relationship Manager / Product Specialist	Routine (Day-to-Day) Requests – Individual and/or Department
Name		
Title		
Address		
Phone Number		
Email Address		

- b. Name the individuals who will work with the County on a regular basis.
Information must include:

Name	Proposed Role	Location	# Years' Experience with other Government Entities	# Years in Field	# Years with Firm	# Client Relationships Responsible For

- c. Describe the firm's policy on changing the primary contact person on an account at the firm's discretion.
- d. After the initial transition, how often will the primary relationship manager attend on-site meetings with County staff? Describe a typical meeting agenda for this on-site meeting.

3. Customer Service

- a. For routine day-to-day transactions, will the firm assign a specific customer service representative, or will a customer service department be assigned?
 - i. If a specific representative will be assigned, provide biographical information for the individual that will be assigned to the County's account.
 - ii. If a customer service department will be assigned, describe how the individuals responding to County issues will be aware of the County's account history and needs.
- b. What are the hours of operation of the customer service unit involved in supporting the proposed services?
- c. How are relationship managers kept apprised of day-to-day requests? At what point will the relationship manager be notified and get involved if an issue can't be resolved?

4. IT Resources

- a. Will the firm provide a dedicated IT liaison to work on set-up, file transfer, testing, and troubleshooting/issue resolution?
- b. During what hours is technical support available (specify time zones)?
- c. Provide sample file formats for all incoming/outgoing files the firm will be sending/receiving to/from the County.

5. Physical Deposit Processing

- a. Complete the table with the number of branches the firm has within 5 miles and the address of the closest branch.

Location	# of Branches Within 5 Miles	Address of Closest Branch
Comptroller 330 W. Church St Bartow, FL 33830		

Utilities 1011 Jim Keene Blvd Winter Haven, FL 33880		
Rohr Nursing Home 1290 Golfview Ave Bartow, FL 33830		
Waste & Recycling 10 Environmental Loop Winter Haven, FL 33880		
Tourism/Sports Marketing 101 Adventure Court Davenport, FL 33837		
Lake Arbuckle Park 2600 Lake Arbuckle Road Frostproof, FL 33843		
Saddle Creek Park 3716 Morgan Combee Rd Lakeland, FL 33801		
Lake Rosalie Park 2859-2925 Lake Rd Lake Wales, FL 33898		
Coleman Landing 1450 Shady Oak Dr Lake Wales, FL 33898		
Port Hatchineha 15050 Lake Hatchineha Rd Haines City, FL 33844		

b. Branch Deposits

- i. What is the ledger cutoff time for deposits made to branch locations?
- ii. What type of deposit bags does the firm allow/require?
- iii. Are there any restrictions on the amount of loose and/or rolled coin deposited at a branch location?
- iv. Are branch deposits immediately verified? If not, when does verification take place?
- v. If the firm corrects a branch deposit, how will the County be informed of this change (i.e., phone call, online notification, fax, e-mail)?
- vi. Describe the process for placing change and currency order requests through the branch.
- vii. What is the firm's policy on receipt of tampered bags?
- viii. When counterfeit bills or fraudulent checks are discovered, what is the firm's notification and adjustment process?

d. Vault Processing

- i. Which vault location are you proposing the County use for deposits handled by Mid Florida Armored & ATM Services, Inc?
- ii. Do you own the vault? If not, provide information about the vault operator (i.e., name, number of years of partnership, etc.).
- iii. Will this vault location handle both cash and checks?
- iv. Can currency and checks be included in the same deposit bag for both branch and vault deposits? If so, would you recommend preparing separate deposit tickets or including all activity on a single ticket?
- v. What is the limit, if any, on the number of deposit tickets that can be included in one deposit bag?
- vi. What is the ledger cutoff time for deposits at the vault deposit location, if applicable?
- vii. When are deposits credited? If provisional credit is given, when does verification take place?
- viii. How quickly does verification take place (i.e., the same day)? Are there any exceptions to this verification policy (i.e., coin bags)?
- ix. Describe the process the County would use to research any deposit discrepancies.
- x. If the firm corrects a vault deposit, how will the County be informed of this change (i.e., phone call, online notification, fax, e-mail)?
- xi. Can bank supplies (i.e., deposit bags and deposit tickets) be ordered through your firm? Does the firm charge a fee for these supplies? If so, is the fee a pass-through charge, or is there a mark-up?
- xii. Does the firm accept deposit tickets from a third-party printer? List any limitations and attach a specification sheet.
- xiii. Deposit tickets are preferred to be three-part forms but require a minimum of two-part forms. Please state any limitations.
- xiv. Discuss the firm's procedures for foreign exchange items. What is the time frame before they are reported? What transaction details does the bank report? The County requires a copy of the original check deposited and the adjusted amount deposited.
- xv. What is the firm's policy on receipt of tampered bags?
- xvi. When counterfeit bills or fraudulent checks are discovered, what is the firm's notification and adjustment process?

e. Deposit Reconciliation Services

- i. Describe the firm's deposit reconciliation services.
- ii. What are the specifications for assigning unique deposit identification numbers (i.e., maximum number of digits, numeric-only, etc.)?
- iii. Are daily deposit totals reported by each location separately?
- iv. On what online reports can the deposit identification number be found?

6. Branch Services

- a. Will a check cashing agreement be required when a non-account holder cashes a County check drawn from an account held with your firm at the firm's branch location? If yes, include a copy.
- b. Is the firm willing to cash these checks drawn from an account held with your firm at no charge to the County or the presenter?

7. Remote Deposit Capture ("RDC")

- a. Describe the firm's ability to process checks by RDC.
- b. Are the County's existing RDC terminals (TellerScan TS240) compatible with your system?
- c. If the County needs replacement or additional RDC equipment, what equipment would the firm recommend?
- d. Does the firm verify that an item hasn't been previously deposited? If so, for how many prior days does duplicate detection service check?
- e. Can deposit reconciliation services be used with RDC deposits? If so, how does a user select which location an RDC deposit will be associated with (i.e., drop down menu, key entering location number, other)?
- f. Is there a limit on the number of checks that can be contained in a single deposit? How many checks would you recommend be processed in a single deposit?
- g. What is the ledger cutoff time for items processed by RDC to receive same-day ledger credit?
- h. Does your service allow for multiple batches to be scanned throughout the day and processed as a single deposit at the end of the day?
- i. How and when will items not meeting acceptable image quality standards be alerted to the user?
- j. How will the County be notified of deposit adjustments for RDC items? Will the County receive a copy of the check image when there is a deposit adjustment?
- k. For how long are electronic check images of items deposited by RDC stored and available for viewing online?

- I. Is low cost, low volume equipment available that could serve the needs of the County? If so, what is the cost?
8. Image Cash Letter (ICL)
 - a. Describe the firm's ability to process ICL files.
 - b. Describe the process the County will follow to submit an ICL file.
 - c. Will the firm process ICL files in the X9.37 format?
 - d. Does the firm verify that an item hasn't been previously deposited? If so, for how many prior days does the duplicate detection service check?
 - e. If an image doesn't meet image quality requirements, what happens to it? Is there an item repair interface that addresses image quality issues?
 - f. What type of returned item reporting is available for items processed using ICL?
 - g. What is the deposit cut off time for same day ledger credit?
 - h. For how long are electronic check images of items deposited by ICL stored and available for viewing online?
9. Returned Item Processing
 - a. Can the firm provide online access to electronic images (front and back) of returned items to the County? How soon after an item is returned can these images be accessed?
 - b. Can the firm provide a detailed return item report to the County? Can this report identify the payer's name, depositing location, deposit date, and type of item being returned?
 - c. Provide a screen shot of the details available for a returned check. (Note: Please include this returned check screen shot in the body of your proposal response versus referring to an Attachment or Appendix.)
10. Availability of Deposits
 - a. How does the firm determine and calculate availability of deposited items? Does the firm calculate availability by item or formula?
 - b. Does the firm give immediate availability for on-us items?
 - c. Provide a copy of the availability schedules the firm proposes to use for the County, including branch deposits, vault deposits, RDC and ICL.
11. Lockbox Processing
 - a. Describe the firm's experience providing lockbox services to government entities.
 - b. Is the proposed lockbox processing service fully compliant with HIPAA/HITECH control requirements?
 - c. Third-Party Process

- i. Does the firm operate its own lockbox, or does it use the services of a third-party?
 - ii. If a third-party lockbox is used, name the lockbox operator and the length of time the operator has had a relationship with the firm for lockbox processing.
 - iii. If there are service or quality issues, who would County call for resolution, the bank or the third-party processor?
- d. What type of lockbox solution are you proposing for the County (wholesale, retail, wholeetail)?
- e. Location
 - i. Where is your proposed lockbox located?
 - ii. How many employees are at this location?
 - iii. Is any of the data keying performed at a location outside of the United States? If so, where?
- f. What was the average monthly volume for the lockbox operation that would process the County's payments during the last twelve months (items, dollars, number of lockboxes, and number of customers)? What percentage of the items processed during the past twelve months were government entity related?

Lockbox Operation	Average Monthly Volume	Percentage Related to Governmental Entities (%)
Number of Items		
Total Dollars		
Number of Lockboxes		
Number of Customers		

- g. What is the ledger cut-off time for lockbox deposits (include weekends and holidays)? What is the latest mail pickup to be included in the current day's deposit?
- h. Will you process and deposit all of the County's payments on the same ledger day as received? If not, when are these items deposited?
- i. Describe the lockbox department's processing workflow. Include schematics or flow charts of the processing procedures and equipment used.

- j. Will you provide a document to the County outlining the processing procedures for the lockbox? If so, please provide a sample of this document for a similar type of lockbox.
- k. Returned Items Processed in the Lockbox
 - i. Can returned checks be automatically redeposited in the lockbox environment? If so, how many times and at what cost?
 - ii. How will the County be notified of returned items?
- l. Exception Items
 - i. Describe the firm's procedures for processing exception items.
 - ii. Can "Paid-in Full" items be flagged as an exception item for County review and decisioning online?
 - iii. How long can items remain in queue awaiting to be decisioned by the County?
 - iv. If items can remain in queue awaiting to be decisioned for only a certain period of time, what happens to the item (i.e., the check and remittance document is returned in the mail, the check is processed, but the remittance item is returned, other)?
 - v. Are emails sent to authorized users alerting them that an item is awaiting to be decisioned?
 - vi. Does the firm offer any additional exception services to streamline the County's processing needs (i.e., customized exception rejection letters automatically sent to senders on behalf of the County)?
- m. Lockbox Portal
 - i. Describe the reporting capabilities of the firm's web-based lockbox portal.
 - ii. How quickly after processing the daily work are images available for viewing?
 - iii. What retention options are available for these images?
 - iv. For a given day's lockbox activity, at what time of day can you report the total amount that will be credited to the County's account?
 - v. If correspondence or other non-payment documents are included in payment envelopes, how will these documents be transmitted and at what time?
 - vi. Do you offer any web-based document search and electronic archiving? If so, does the system allow searches on any data field?

12. eLockbox Services

- a. Does the firm offer eLockbox services for payments made from consumer bill payment service providers? Describe the firm's eLockbox service.
- b. Which clearing networks does your firm work with to facilitate processing of eLockbox payments?
- c. Will the County be able to require field specifications for customer account numbers?
- d. What type of validation routines can be used to identify, filter, and repair invalid payments? If a payment is identified as invalid, can the County repair the transaction with an online exception repair tool?

13. Check Disbursements

- a. Does the firm offer payee positive pay?
- b. Is payee information a searchable field within the firm's online reporting system (i.e., can you enter "ABC Company", and any disbursement checks to "ABC Company" will be retrieved)?
- c. Can an e-mail notification be sent to specific users alerting them that there is an exception item to review? What other notification methods are available?
- d. At what time will the County receive the information on exception items? How much time will the County have to review discrepancies and notify the firm to accept or reject?
- e. What are the options for transmitting check issuance information to the firm for positive pay services?
- f. Does the firm confirm receipt of transmission files? If so, what options are available for the County to receive confirmation?
- g. How and when is the County notified if a file transmission fails?
- h. How quickly will transmission files of additional checks and/or recently voided items be available across the firm's platform (including branch tellers)?
- i. Does the firm offer the ability to manually enter one-time check disbursements issued during the day outside of the regular batch file? How quickly will the teller line receive this information?
- j. How is payee information captured from the physical checks? What steps does the firm take to prevent exception items being flagged due to erroneous capture of payee information?
- k. Can stale-dated checks be reported as exception items? What type of exception item are stale-dated checks identified as?
- l. If a check is deposited by the payee using mobile technology and the payee attempts to deposit the item a second time, will your firm's positive pay service identify this item as an exception, or will it be automatically returned as a "check previously paid" item? How does this item appear in the County's daily reports?

14. Stop Payments

- a. What initial term options are available for stop payments?
- b. Does the fee for a stop payment vary based on term?
- c. Will the system automatically verify if a check has been paid before processing the stop payment?
- d. Is there a report that lists stop payments that are set to expire?
- e. Can stop payments be automatically renewed? If so, for how long?

15. ACH Processing

- a. What ACH file transmission options are available?
- b. When does the firm need the file from the County for payments to be made on a same-day, next-day and 2-day settlement? Please complete the following table:

	Same-Day	Next-Day	2-Day
Deadline for File Transmission			
Deadline for Online Batch			

- c. What approvals would be needed to release a file that exceeded the County's daily exposure limit?
- d. Can transactions be added online for future processing dates? What is the firm's maximum retention for future dated transactions?
- e. Same Day ACH
 - i. Does the firm offer Same Day ACH capability?
 - ii. If so, how does the firm determine on what day to send the payment (date of receipt of payment file, payment date on file, other)?
- f. Does the firm provide automatic file receipt acknowledgements? If so, how is the acknowledgement transmitted?

Yes / No	
Phone	
E-mail	
Fax	
File transmission confirmation	
Other (please specify)	

- g. Is the County required to submit a control total of an ACH batch? How would the County communicate ACH control totals to the firm (i.e., phone, online, email)?
- h. How are returned and rejected ACH transactions handled?
 - i. What information does the firm provide to assist in identifying returned and rejected ACH transactions?
 - ii. When is this information available?
- i. If an individual ACH transaction within a file is rejected, will the entire file be rejected and not processed? How will the individual rejected ACH transactions be communicated?
- j. Provide a screen shot of the information returned for an ACH NOC. (Note: Please include this screen shot in the body of your proposal response versus referring to an Attachment or Appendix.)
- k. How can the County gain access to addenda information (i.e., CCD+ and CTX) for incoming ACH transactions?
 - i. Can this information be viewed online with current and previous day reporting, or does the County need to download special EDI reports?
- l. Do you provide any validation services on ACH credits initiated by the County to ensure the correct payee is paid? If not, what best practices would you recommend?
- m. For outgoing ACH transmissions, what options are available in transmitting addenda information (i.e., CCD+ and CTX)?
- n. Does the firm offer a platform that can be used to securely store supplier payment data? If so, describe the system's capabilities and provide details about how suppliers would "enroll", how information would be communicated to the County and a complete pricing schedule.

16. Fraud Protection & Controls

- a. What controls are in place to protect against lost files, duplicate transmissions, and ACH file edits?
- b. Describe the firm's ability to block unauthorized ACH debits received. If the firm provides ACH debit filtering, what level of filtering can be applied (originator, originator & dollar amount, etc.)?
- c. With ACH debit blocking, can the firm provide reports to the County of attempts to debit funds that have been automatically rejected?
- d. Does the firm offer ACH positive pay (ability to make pay/no pay decisions on unidentified transactions)? What is the timeframe for receiving exception information and providing a decision?
- e. Does the firm offer any services to facilitate the reconciliation and identification of the entity originating payment?

- f. Can accounts be designated “post no checks” to prevent any check from clearing? Is positive pay required?

17. Wire Processing

- a. Fill in the following table with the cutoff time for an Outgoing Domestic Fedwire by origination method.

	Online	Phone
Outgoing Domestic Fedwire		

- b. Once the firm is in receipt of wire instructions, how long does it take the firm to send the wire?
- c. Does the firm release wires immediately or are they released by batch?
- d. Describe the system’s security features. Can varying degrees of authorization be set (i.e., multiple authorizers, maximum dollar amounts, etc.)?

18. System Administrators

- a. Do all of the solutions proposed for Service Group 1 reside in a single online platform or are multiple platforms used? If multiple platforms are used, are separate credentials required/necessary?
- b. What capabilities and functionalities do administrators have?

Banking Function	Yes / No
Create new user profiles	
Assign usernames for new users	
Reset user passwords	
Authorize users to access specific modules	
Temporarily disable a user’s account defined period of time and have the account automatically reinstated on a future date	

- c. When setting up a new user, can a current user’s privileges be copied for the new user?

19. Online Reporting System

- a. Describe the firm’s experience working with other governmental entities who use Oracle Fusion Cloud Applications as their ERP system.
- b. How soon after the cut-off date are the following items ready?

	Online	By Mail
Bank Statements		
Account Analysis Statement		

- c. Describe any recent or upcoming major upgrades to your online reporting system.
- d. What time is previous day information available? Complete the following table indicating how long each item is available online. Differentiate between the standard term and the terms available for an additional fee.

How long are the following items available?	Standard Term	Optional Terms Available
Prior / Previous Day Reporting		
Current Day Reporting		
Monthly Account Statements		
Images of Checks Paid		
Voids/Stop Checks		
Images of Items Deposited with RDC/ICL		
Images of Returned Deposited Items		

- e. In what file formats can daily transaction data be downloaded?
- f. What technology options would you recommend County use for archiving historical check images?
- g. For historical images of disbursement checks that are accessible online, does the firm charge per image stored or per image accessed?
- h. Can electronic reports be customized by users within the firm's online platform? Can these customized reports be saved? Can the templates be shared with other users?
- i. Can electronic reports be scheduled to be generated automatically and e-mailed to designated users? Is there a cost for these automatically generated reports?
- j. Can the firm's online reporting system send e-mail alerts? Is there a cost for individual e-mails? If so, which e-mails incur a cost?
- k. Describe any mobile applications that you offer for smartphones or tablets. What banking services can be completed using these applications? Complete the

following table indicating which banking functions can be completed through the mobile applications.

Banking Function	Yes / No
Initiate a repetitive wire	
Provide secondary approval for a wire transfer	
Decision of positive pay items	
Decision of ACH positive pay items	
Reset a user's password	
Obtain balance reports	
Deposit an individual check	
Availability of soft token for multi-factor authentication	
Biometric log-on capability	

- l. Are tokens required for all users accessing the online reporting system, including those that access the system for view-only access?
- m. What type of multi-factor authentication options are available?

Type	Yes / No
RSA SecureID Token	
Mobile Token	
Phone Call-Back Token	
Other (please list)	

20. Earnings Credit Rates

- a. Are you willing to link the earnings credit rate to a market index? If so, which index would you suggest?
- b. Will the firm set a floor for the earnings credit rate offered to the County? What rate floor are you offering?
- c. Does a reserve requirement apply on balances?
- d. Will the firm assess any balance-based charge the County?

- e. If the firm assesses a balance-based charge, what is the current charge for an entire year on a \$1,000,000 balance?
 - f. What is the firm's current earnings credit rate?
 - g. What earnings credit rate are you offering to County?
 - h. If the proposed earnings credit rate is higher than the firm's standard ECR, do you plan on maintaining this spread for the County over the life of the contract?
 - i. Does the firm have a minimum deposit that must be maintained?
 - j. Can "excess" earnings credits be carried forward to cover charges in the following month? Is there a limit on how far forward excess earnings credits can be carried?
21. Investment Option or Interest-Bearing Bank Deposit
(If you are proposing more than one sweep vehicle, please make sure each of the following questions is answered for each option.)
- a. What short-term investment vehicle(s) or interest-bearing account(s) does the firm propose to use for the overnight sweep of the County's demand deposit accounts? If the firm is proposing a money market mutual fund, identify the class of shares by providing the ticker symbol or CUSIP.
 - i. Provide the current/proposed rates of the short-term investment vehicle(s) or interest-bearing account(s).
 - b. Does a reserve requirement apply to any of the proposed options? If so, specify which.
 - c. Will the firm assess any balance-based charge to the County?
 - d. If the firm assesses a balance-based charge, what is the current charge for an entire year on a \$1,000,000 balance?
 - e. If a sweep is proposed, what time of day is the sweep deadline? Is it end-of-day or next-day sweep?
 - f. Does your firm assess any fees for use of the sweep product or fees against the balances held in the sweep vehicle?
 - g. How are balances in the sweep product shown on current day reports?
 - h. Does the firm have the ability to establish a peg balance on the primary operating DDA, with excess funds being automatically transferred to the selected interest-bearing account or sweep vehicle?
22. Account Analysis Statements
- a. Provide a sample analysis statement.

- b. Can the Association for Financial Professionals (AFP) Service Codes be included on the analysis statement? If not, provide a report that maps your service descriptions to the AFP codes.
- c. Provide a glossary defining all service descriptions used in your account analysis statements as part of the appendix to your response.
- d. Are account analysis statements available online? How many prior months are available? Can the account analysis details be downloaded into Microsoft Excel?

23. Collateral Requirements

- a. Where will collateral be held?
- b. Provide a sample of the collateral reports the County receive. Who sends these reports, and how frequently?

24. End-of-Day Overdrafts

- a. Does the firm return items if an overdraft exists? If yes, how flexible is this policy?
- b. What overdraft rate (i.e., spread over an index) is applied to the negative collected balance?
- c. Is there a fee per check or per occurrence when there is an overdraft? If so, what is it?
- d. If an overdraft per item fee is assessed, is it treated as one occurrence or is there an assessed fee for every debit transaction occurring that day? If the latter, is there a cap?

25. Daylight Overdrafts

- a. Describe the firm's policies concerning daylight balance overdrafts. Indicate whether this is applied to each individual account or across all accounts of a client relationship.
- b. Is wire transfer processing stopped when the intra-day limit is reached?

Service Group 2: Institutional Custody Services

(Only firms proposing for Service Group 2 should respond to this section)

- 1. Confirm that the firm can meet each of the "required services" listed in Scope of Services B. Service Group 2: Institutional Custody Services.
- 2. Key Proposed Personnel
 - a. Provide the name, title, address, phone number, and email address of the primary contact person(s) assigned to this account.

Relationship Manager / Product Specialist	Routine (Day-to-Day) Requests – Individual and/or Department
--	--

Name		
Title		
Address		
Phone Number		
Email Address		

- b. Name the individuals who will work with the County on a regular basis.
Information must include:

Name	Proposed Role	Location	# Years' Experience with other Government Entities	# Years in Field	# Years with Firm	# Client Relationships Responsible For

- c. Describe the firm's policy on changing the primary contact person on an account at the firm's discretion.
- d. After the initial transition, how often will the primary relationship manager attend on-site meetings with County staff? Describe a typical meeting agenda for this on-site meeting.

3. Customer Service

- a. For routine day-to-day transactions, will the firm assign a specific customer service representative, or will a customer service department be assigned?
- If a specific representative will be assigned, provide biographical information for the individual that will be assigned to the County's account.
 - If a customer service department will be assigned, describe how the individuals responding to County issues will be aware of the County's account history and needs.
- b. What are the hours of operation of the customer service unit involved in supporting the proposed services?

- c. How are relationship managers kept apprised of day-to-day requests? At what point will the relationship manager be notified and get involved if an issue can't be resolved?
4. Describe the firm's experience providing institutional custody services.
5. List the total number and market value of trust custodian accounts as of December 31 for the following years: 2020, 2021, and 2022.

Year	Number of Institutional Custody Accounts	Market Value of Institutional Custody Accounts
2020		
2021		
2022		

6. Provide a listing of cut-off times for notification of fixed-income security transactions. Specify if the cut-off times vary for different types of securities. Provide details of cut off times for same-day fixed-income trades.
 - a. Fed Book Entry
 - b. DTC
7. When does the firm credit interest, dividends, and maturities?
8. Trade Settlement
 - a. Are security transactions settled on an actual or contractual basis? If the settlement is on an actual basis, how will the firm compensate the County for fail float?
 - b. What methods are available for communicating trade details to the firm?
 - c. Does the firm offer an online portal to communicate trade details?
9. What accounting method does the firm use to report the sale of a CUSIP with multiple lots (e.g., First In First Out (FIFO) or Last In First Out (LIFO))?
10. Describe any sub-custodial arrangements that would be used for domestic, fixed-income securities belonging to the County, if applicable. Which entity will be the primary record-keeper, and how will the firm ensure that the two custody systems stay in sync?
11. Fund Movement
 - a. If the County is transferring additional funds into the custody account, what notification by the County is required?
 - b. What methods can the County use to notify the firm about incoming wires (phone, e-mail, fax, online)?

- c. Will the firm confirm the receipt of the wire? How will this confirmation occur (phone, email, fax, online)?
- d. Can funds from sales and maturities be automatically transferred to the County's depository relationship?

12. Reporting

- a. Describe the frequency and format of custody reports that the firm would provide to the County. Include sample reports.
- b. Does the firm provide information to clients through an online inquiry/reporting service?
- c. Are customized reports available? Is there an additional charge for customized reports?
- d. How many days after month-end are statements available?
- e. What pricing sources does the firm use for market valuation of securities?
- f. Can information be exported to Excel?
- g. Can reports be generated based on both trade and settlement dates?
- h. Indicate if the below listed security details are tracked in the custody system and available for reporting:

Yes/No	
CUSIP / Ticker Symbol	
S&P Credit Ratings	
Moody's Credit Ratings	
Fitch Credit Ratings	
Original Purchase Date	
Maturity Date	
Next Call Date	
Coupon	

- i. How soon after trade execution does the pending trade appear in the system?
- j. Does your system provide real time reporting of trade settlement?
- k. Discuss your ability to provide customized Governmental Accounting Standards Board ("GASB") reporting. Include sample reports.
- l. Does the firm offer performance reporting services? If so, what is the additional fee for this service?

13. Investment Sweep

- a. What short-term investment vehicle(s) does the firm propose to use for the overnight sweep in the County's custody account?
- b. What time of day is the cash sweep deadline? Is it end-of-day or next-day sweep?
- c. Does a reserve requirement apply for the proposed overnight sweep?
- d. Does your firm assess any fees for use of the sweep product or fees against the balances held within the sweep vehicle?
- e. Is the sweep option automated? If not, what process does the firm use to ensure cash balances are invested?
- f. If the firm is proposing a money market fund, provide a copy of the current prospectus and, if multiple classes are offered, identify the class of shares, including ticker symbol or CUSIP, of which is being proposed.

Control

(All firms must respond to this section)

1. Describe the firm's security environment. Specifically cover the physical and digital security and software safeguards that you have put in place to control access to funds transfer systems and client account information for each Service Group proposed.
2. Describe the firm's security procedures for its information reporting system, both for access and information protection (e.g., RSA tokens, secure certification, soft tokens etc.).
3. Describe the backup and recovery capabilities in the event the proposed systems are unavailable. Who would the County contact to initiate day-to day transactions if online capabilities and functionality are temporarily unavailable?
4. Discuss the firm's security environment related to cybersecurity. Specifically describe the cyber risks to which the proposed services may be exposed and explain your approach and response to protection against these risks. What are the firm's crisis communications plans in the event of a cyber-attack?
5. Describe the process and procedures for providing notification of technology changes, such as file content/structure, and new/modified data availability reporting changes to the County.
6. List the types and amounts of insurance and bonding carried. Provide copies of the insurance certificates.
7. Does the firm maintain cyber liability insurance? If so, list the types and amount/limits carried.
8. Describe the firm's procedures for complying with the U.S. Treasury Department's Office of Foreign Assets Control (OFAC) regulations. When was the last time an

- independent test of the firm's OFAC program was conducted by internal audit, outside auditors, consultants, or other qualified independent party?
9. Include a copy of the firm's most recent reports issued in accordance with the Statement on Standards for Attestation Engagements (SSAE) No. 18 for any processes or systems relevant to the services proposed by the firm, under this RFP.
 10. Describe the firm's Contingency and Disaster Recovery Plan.

Implementation/Conversion

(All firms must respond to this section)

1. Provide a detailed conversion plan for transitioning Service Group 1 to your firm. Include the estimated length of time for the transition and the amount of effort required by the County's staff.
2. Provide a detailed conversion plan for transitioning Service Group 2 to your firm. Include the estimated length of time for the transition and the amount of effort required by the County's staff.
3. Who will be responsible for coordinating the transition for each of the proposed services?
 - a. If a conversion team is used, how will the County's account be transitioned to the ongoing client service team?
4. During the course of the transition, how many in-person implementation meetings are typically scheduled? How many are you willing to commit to for this relationship?
5. Indicate the firm's plans for initial and ongoing education and training of the County employees in the use of your firm's systems.
6. Does the firm offer any file translation service that would allow the County to send a file in its preferred/standard format and the firm reformats the file, if necessary, for processing?

New Services & Ideas

(All firms must respond to this section)

1. Describe any new services or ideas that will enhance the County's use of banking services.
2. Provide any additional information that you believe to be pertinent but not specifically requested elsewhere in the RFP.

References

(All firms must respond to this section)

1. For each Service Group, provide a minimum of at least four (4) current professional references who may be contacted for verification of your professional qualifications to meet the requirements set forth herein. The County strongly prefers references from governmental entities similar in size and requirements to the County. The same reference may be provided for both Service Group 1 and Service Group 2 if the firm provides both services to that reference. Respond using the table format below.

Reference #1	Service Group 1: General Banking Services	Service Group 2: Institutional Custody Services
Entity name		
Contact name		
Contact title		
Contact phone number		
Contact email		
Product/service provided		
Date(s) services were furnished		
Reference #2	Service Group 1: General Banking Services	Service Group 2: Institutional Custody Services
Entity name		
Contact name		
Contact title		
Contact phone number		
Contact email		
Product/service provided		
Date(s) services were furnished		
Reference #3	Service Group 1: General Banking Services	Service Group 2: Institutional Custody Services
Entity name		
Contact name		
Contact title		
Contact phone number		
Contact email		
Product/service provided		
Date(s) services were furnished		
Reference #4	Service Group 1: General Banking	Service Group 2: Institutional

	Services	Custody Services
Entity name		
Contact name		
Contact title		
Contact phone number		
Contact email		
Product/service provided		
Date(s) services were furnished		

Tab 3, Quantitative Response (20 Points)

1. Fill out the attached pro forma(s) for Service Groups 1 and 2 in Attachment A.
2. In addition to filling out the attached pro forma, provide your proposed pricing in the firm's standard format.
3. For how long will the firm guarantee the proposed fees for each Service Group? Complete the following table:

	Fee guaranteed at proposed pricing for how many years?
Service Group 1: General Banking Services	
Service Group 2: Institutional Custody Services	

4. If the County chooses to use compensating balances, are there any charges that could not be paid in this way?
 - a. Can the County's armored car fees be passed through the County's account analysis statement and be paid for by compensating balances?
 - b. Can the County's fees for bank supplies be passed through the County's account analysis statement and be paid for by compensating balances?
5. Are you willing to offer any transition or retention incentives?
 - a. If an incentive is a monthly fee waiver, please indicate when the fee waiver would apply (i.e., when the accounts are initially opened or when services are substantially implemented).
6. Are there any additional price breaks or incentives if more than one Service Group is awarded to your firm?

Tab 4, Sample Contract

1. Provide a sample of the proposed contract for your firm's services. Provide samples of all other documents which will need to be signed/entered into related to the provision of the services requested in this RFP including any documents referenced or incorporated into the contracts/agreements.
2. It is the Clerk's intent to incorporate the Request for Proposal and your firm's proposal response as part of the overall contract. Identify any sections of your proposal that you would not be able to incorporate into a contract with the Clerk and explain why. It is not acceptable to exclude the entire proposal.

EVALUATION CRITERIA AND SELECTION PROCESS

Proposals will be evaluated in accordance with this section.

The Clerk shall appoint a selection committee (the "Selection Committee") that will be responsible for evaluating and scoring/ranking the Proposals in accordance with this Section.

The Clerk will use a competitive selection process based on the Elevation Levels described in this Section. At Elevation Levels 2 and 3, the Selection Committee will score and/or rank the Proposals as applicable.

Selection of a final Proposal will be based upon the following steps and factors:

Elevation Level 1 (PFM Group Consulting LLC Requirements Assessment)

Procurement shall review all Proposals for conformance with RFP guidelines and detailed submittal requirements. At the Clerk's discretion, non-conforming Proposals may be eliminated from further consideration and conforming Proposals shall be elevated to Elevation Level 2.

Procurement will distribute Proposals and evaluation criteria to the Selection Committee.

The Selection Committee may convene to review questions that arise during individual member review of submitted Proposals before Elevation Level 2 to allow for questions, clarifications, explanations, or other discussion to be held before the review of Proposals is completed.

Elevation Level 2 (Selection Committee Evaluation)

The Consultant shall score each Proposal on the following evaluation criteria:

- Quantitative Response (Tab 3)-20 points

Subtotal Points-20 Points

by the process stated under each corresponding Tab description

Each Selection Committee member shall score each Proposal on the following evaluation criteria:

- Qualitative Response (Tap 2)-80 points

Subtotal Points-80 points

by the following process:

Each Selection Committee member shall determine which of the following descriptions applies to each of the foregoing evaluation criteria:

EXCELLENT (1.0): Of the highest or finest quality; exceptional; superior; superb; exquisite; peerless. The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited an exceptional and superior degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver far beyond expectation.

VERY GOOD (0.8): To a high degree; better than or above competent and/or skillful. The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a very high degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver beyond expectation.

GOOD (0.6): Having positive or desirable qualities; competent; skilled; above average. The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a skillful and above-average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at the expected level.

FAIR (0.4): Average; moderate; mediocre; adequate; sufficient; satisfactory; standard.

The Proposer provided information for a given criteria that satisfied the requirements and described sufficiently how and what will be accomplished in a manner that exhibited an adequate and average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a level slightly below expectation.

POOR (0.2): Inadequate; lacking; inferior in quality; of little or less merit; substandard; marginal.

The Proposer provided information for a given criteria that did not satisfy the requirements and described in an inadequate manner how and what will be accomplished. The information provided simply reiterated a requirement, contained inaccurate statements or references, lacked adequate information, or was of inferior quality. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a substandard and inferior level.

UNACCEPTABLE (0.0):

The Proposer failed to provide any information for a given criteria, provided information that could not be understood, or did not provide the information for a given category as requested.

After a Selection Committee member has determined the description applicable for each evaluation criterion, the total points available for such criterion shall be multiplied by the factor associated with the applicable description to produce the number of points allocated for that evaluation criterion. For example, a Selection Committee member classifies the "Experience and Expertise" criterion (which shall be worth 25 points for the purpose of this example) as "Very Good" (which is a description factor multiplier of 0.8). The points that Selection Committee member allocated for that evaluation criterion would be 20, calculated as follows: 25 available points x 0.8 applicable description factor multiplier = 20 points.

A Selection Committee member's total score for each Proposal shall equal the sum of the total points allocated for each evaluation criteria.

When all Selection Committee members have completed their Proposal evaluations, the individual Selection Committee member's total scores for each Proposal will be added together to produce a final score for each Proposal.

Procurement will confirm the calculations for the final score for each Proposal. Then, Procurement shall publish a rank-ordered listing of the Proposals to the Selection Committee with the Proposal receiving the highest point as the highest-ranked Proposal.

If the Selection Committee decides to interview Proposers based on the final scores, then at a minimum the Selection Committee shall elevate the two highest-ranked Proposers to Elevation Level 3 for interviews. If the Selection Committee decides not to interview Proposers, they will collectively decide if they would like to recommend the Clerk, after Clerk approval, elevate the highest ranked Proposer to Elevation Level 4 for contract negotiations.

Elevation Level 3 (Proposer Interviews)

The Selection Committee shall conduct interviews of the Proposers that it has elevated from Elevation Level 2 to Elevation Level 3. During an interview, elevated Proposers shall make a presentation describing the key elements of their Proposal and/or address any specific topics the Selection Committee may determine necessary. The Selection Committee members will have an opportunity to inquire about any aspect of the RFP and the Proposer's Proposal. After all elevated Proposer interviews, each Selection Committee member shall evaluate each Proposer with emphasis on the following:

Proposer interview and presentation focusing on the key elements of their presentation and answers to questions of the Selection Committee.

After the interviews, each Selection Committee member will individually rank the Proposers in numerical order beginning at number 1 for the highest-ranked Proposer. Procurement shall receive and compile each Selection Committee member's ranking of each Proposer, and then publish a rank-ordered listing of Proposers to the Selection Committee, based on the combined average rankings given each Proposer. The

Selection Committee members will then collectively decide if they would like to recommend the Clerk, authorize staff to enter into Contract Negotiations with all Proposers elevated to Proposer Interviews, starting with the highest-ranked Proposer. After Clerk approval to authorize staff to negotiate a contract, the highest-ranked Proposer will then be elevated to Elevation Level 4, Contract Negotiations.

County Procurement will notify the proposer finalist of the status. In addition, the list of the proposer finalists will be posted on County Procurement website before contract negotiations begin.

Elevation Level 4 (Contract Negotiations)

Should multiple firms be of sufficiently close ranking, the Clerk may, at her sole discretion, initiate contract negotiations, either concurrently or serially, with each of the finalists.

If a Proposer is elevated to this level, the Clerk or designee, with the assistance of the Consultant, shall negotiate an Agreement with the elevated Proposer.

If after negotiating for a reasonable time period the parties cannot agree on a contract, the Clerk shall, in her sole discretion, terminate further contract negotiations with that Proposer. Procurement shall notify the Selection Committee that contract negotiations with the elevated Proposer have terminated. The Selection Committee shall then determine whether to enter into contract negotiations with the next-highest-ranked Proposer, and so on. If the Selection Committee decides not to recommend contract negotiations with the next-highest-ranked Proposer, and so on, or if the Clerk determines there is no other Proposer with whom the Clerk can successfully negotiate a contract, then the RFP Selection Process shall terminate.

After contract negotiations with a Proposer are successfully completed pursuant to Elevation Level 4, the Selection Committee shall recommend to the Clerk that it selects such Proposer to provide the services as outlined in the Agreement. The Clerk shall make the final decision whether the Clerk shall enter into an Agreement with a Proposer.

GENERAL CONDITIONS

BID OPENING

Proposers may attend the Bid Opening in person or via conference call by dialing (646) 558-8656 and enter Meeting ID: 327 647 2818. A listing of all proposers will be posted to Procurement's website as soon as possible after bid opening.

COMMUNICATIONS

After the issuance of any Request for Proposal, prospective proposers shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposal with the Board of County Commissioners, the County Manager, the Clerk's Office, the Consultant or any employee of Polk County other than the Procurement Director or as directed in the cover page of the Request for Proposal. This prohibition begins with the issuance of any Request for Proposal and ends upon execution of the final contract. Such communications initiated by a proposer shall be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

INSURANCE REQUIREMENTS

It shall be the responsibility of the successful proposer to provide evidence of a minimum amount of insurance, or insurances to the Clerk, including commercial general liability, professional liability (technology errors and omissions, network security/privacy liability), workers compensation insurance (with statutory limits/coverages in accordance with Chapter 440, Florida Statutes), and automobile liability insurance. Insurer(s) must be licensed to do business in the State of Florida, rated "A" or better by A.M. Best Rating Company for Class VIII financial size category.

The proposer shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of the Contract, coverages and limits (including endorsements) as required by the Clerk. Failure to maintain the required insurance will be considered default of the Contract. The requirements contained herein, as well as Clerk'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 and obligations assumed by the proposer under the Contract.

The Clerk 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 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:** Successful 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 \$1,000,000 each occurrence, \$1,000,000 aggregate covering all work performed under this contract. Proposer will be required to endorse Polk County Clerk of the Circuit Court and Comptroller as an additional insured on the Commercial General Liability coverage. The general liability policy shall contain a waiver of subrogation in favor of the Clerk.
2. **Professional Liability (Technology Errors & Omissions and Network Security/Privacy Liability):** Successful 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.

3. Workers Compensation Liability: Successful Proposer will be required to maintain Employers Liability in the amount of \$1,000,000.
4. Automobile Liability: Successful Proposer will be required to maintain Automobile Liability in the amount of \$1,000,000; combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired and non-owned vehicles.
5. Cyber Liability insurance coverage (or Technology Professional Liability Coverage) including, but not limited to, coverage for collection, theft, loss or disclosure of confidential information and data with limits of \$3,000,000.

INDEMNIFICATION

Proposers agree to indemnify and hold harmless the Clerk, her officers, employees, and agents, from and against all claims, causes of action, damages, losses, costs, and expenses that arise from proposer's performance of the services in the contract, including claims, damages, causes, losses, costs or expenses arising from the actions or inactions of proposer's subcontractor's, agents or employees and including reimbursement for costs of procurement for third party services required to complete the contract should proposer breach the agreement. This indemnification obligation shall not be limited in any way, including by any limitation on the amount or type of damages, compensation, or benefits payable for or by a proposer, or any agent of the proposer, under the Worker's Compensation Act, disability benefit acts, or other employee benefits acts.

It is the Clerk's policy based on existing law to decline to agree to indemnify any entities or persons in contractual agreements. The proposed contract should not include an

indemnification required by the Clerk or the Clerk's office on behalf of the proposer, or its agents, or employees.

PUBLIC ENTITY CRIMES STATEMENT

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 bid/proposal on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not 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. By submitting this proposal, the proposer hereby certifies that they have complied with said statute.

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

The County is an equal opportunity/affirmative action employer. The County is committed to equal opportunity employment effort; and expects Contractors that do business with the County to have a vigorous affirmative action program.

WOMEN/MINORITY BUSINESS ENTERPRISE OUTREACH

The County hereby notifies all Proposers that W/MBE's are to be afforded a full opportunity to participate in any request for proposal by the County and will not be subject to discrimination on the basis of race, color, sex or national origin.

AFFIRMATION

By submitting their proposal, the Proposer affirms that the proposal is genuine and not made in the interest of or on behalf of any undisclosed person, Contractor or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; the Proposer has not directly or indirectly induced or solicited any other person to submit a false or sham proposal; the Proposer has not solicited or induced any person, Contractor or corporation to refrain from submitting a proposal; and the Proposer has not sought by collusion to obtain for him/herself any advantage over other persons or over the Clerk.

DEVELOPMENT COSTS

Neither the County nor its representative(s) shall be liable for any expenses incurred in connection with preparation of a submittal to the RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

ADDENDA

The County and/or the Clerk may record its responses to inquiries and any supplemental instructions in the form of written addenda. The addenda will be posted on the County's website at <https://www.polk-county.net/procurement-bids>. It is the sole responsibility of the proposers to check the website to ensure that all available information has been received prior to submitting a proposal.

CODE OF ETHICS

If any proposer violates or is a party to a violation of the code of ethics of the Clerk or the State of Florida, with respect to this proposal, such proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from bidding on any future proposals for work, goods, or services for the Clerk.

DRUG FREE WORKPLACE

Preference shall be given to businesses with Drug Free Workplace (DFW) programs. Whenever two or more proposals, which are equal with respect to price, quality and service, are received by the County for the procurement of commodities or contractual services, a proposal received from a business that has provided a statement that it is a DFW shall be given preference in the award process.

APPLICABLE LAWS AND COURTS

This RFP and any resulting agreements shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, State of Florida or the Middle District of Florida, Hillsborough County, Florida. The proposer shall comply with all applicable federal, state and local laws and regulations.

CONTRACT

All contracts are subject to final approval of the Clerk. Persons or Contractors which incur expenses or change position in anticipation of a contract prior to the Clerk's approval do so at their own risk.

PROPOSAL ACCEPTANCE PERIOD

A proposal shall be binding upon the offeror and irrevocable by it for one hundred and twenty (120) calendar days following the proposal opening date. Any proposal in which offeror shortens the acceptance period may be rejected.

ADDITION/DELETION

The Clerk reserves the right to add to or delete any item from this proposal or resulting agreements when deemed to be in the best interest of the Clerk.

INVOICING AND PAYMENT: The successful proposer shall submit a properly certified invoice to the Clerk at the contract prices. **An original invoice shall be submitted to the appropriate Clerk Project Manager.** The proposer shall include the contract number and/or the purchase order number on all invoices. By submitting an invoice, the proposer's Project Manager or any authorized officer is attesting to the correctness and accuracy of all charges. Invoices will be processed for payment when approved by the appropriate Clerk's Project Manager or designee. The Clerk's payment of an invoice shall not constitute evidence of the Clerk's acceptance of the Proposers performance of the Service or the Clerk's acceptance of any work.

PROPRIETARY INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposals and the submittals thereto are in the public domain. However, the proposers are required to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. Proposers should provide a redacted copy of proposal with submittal, or must provide within thirty (30) days from the Proposal due date.

All proposals received from proposers in response to this Request for Proposal will become the property of the Clerk and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the Clerk.

REVIEW OF PROPOSAL FILES

In accordance with Chapter 119.071 of the Florida Statutes, the submittals received for this Request for Proposal are exempt from review for thirty (30) days after the Bid Opening Date or at Recommendation of Award, whichever event occurs first.

Should the RFP be cancelled and re-solicited for any reason, proposal submittals shall remain exempt from disclosure for a period not to exceed twelve (12) months or at Recommendation of Award of the subsequent solicitation.

RFP PROTEST: Any proposer desiring to file a protest, with respect to a recommended award of any RFP, shall do so by filing a written protest. The written protest must be in the possession of the Procurement Division within three (3) working days of the Notice of Recommended Award mailing date. All proposers who submitted a proposal will be sent a Notice of Recommended Award, unless only one proposal was received.

A copy of the protest procedures may be obtained from the Polk County Procurement Division or can be downloaded from the County's website at <https://www.polk-county.net/procurement/protest-procedures>.

FAILURE TO FOLLOW PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY POLK COUNTY, FLORIDA, SHALL CONSTITUTE A WAIVER OF THE PROPOSER'S RIGHT TO PROTEST AND ANY RESULTING CLAIM.

UNAUTHORIZED ALIEN(S)

The vendor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The Clerk shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the Clerk. As part of the response to this

solicitation, the successful Contractor will complete and submit the attached form
“AFFIDAVIT CERTIFICATION IMMIGRATION LAWS.”

EMPLOYMENT ELIGIBILITY VERIFICATION (E-Verify)

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(5), Florida Statutes, the contractor hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the County and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security’s E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

LIMITATIONS

The County and/or the Clerk, reserves the right to revise, amend or withdraw this proposal at any time to protect its interest. Proposers will not be compensated by the County or Clerk for costs incurred in preparation of responses to this RFP.

ATTORNEY’S FEES AND COSTS: Each party shall be responsible for its own legal and attorney’s fees, costs and expenses incurred in connection with any dispute or any

litigation arising out of, or relating to this Agreement, including attorney's fees, costs and expenses incurred for any appellate or bankruptcy proceedings.

PUBLIC RECORD LAWS

- a. The Vendor acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Vendor further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Vendor shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.
- b. Without in any manner limiting the generality of the foregoing, to the extent applicable, the Vendor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
 1. keep and maintain public records required by the Clerk to perform the services required under this Agreement;
 2. upon request from the Clerk's Custodian of Public Records or his/her designee, provide the Clerk 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 Chapter 119, Florida Statutes, or as otherwise provided by law;
 3. 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 term of this Agreement and following completion of this Agreement if the Vendor does not transfer the records to the Clerk; and
 4. upon completion of this Agreement, transfer, at no cost, to the Clerk all public records in possession of the Vendor or keep and maintain public

records required by the Clerk to perform the service. If the Vendor transfers all public records to the Clerk upon completion of this Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of this Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Clerk, upon request from the Clerk's Custodian of Public Records, in a format that is compatible with the information technology systems of the Clerk.

- c. IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CLERK'S CUSTODIAN OF PUBLIC RECORDS AT:

RECORDS CUSTODIAN

POLK COUNTY CLERK OF COURT AND COUNTY

COMPTROLLER

PO BOX 9000, DRAWER CC-18

BARTOW, FL 33831

TELEPHONE: (863) 534-4000

EMAIL: CLERKRECORDS@POLK-COUNTY.NET

Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s)

(I) By its execution of this Agreement, the Vendor hereby certifies to the Clerk that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(II) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000), then the Vendor further certifies to the Clerk as follows:

(a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

(b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

(c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

(iii) The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the Clerk regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the Clerk may immediately terminate this Agreement upon the occurrence of any of the following events:

(i) The Vendor is found to have submitted a false certification to the Clerk with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Vendor is found to have submitted a false certification to the Clerk with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).

Proposers Incorporation Information

(Submittal Page)

The following section should be completed by all bidders and submitted with their bid submittal:

Company Name: _____

DBA/Fictitious Name (if applicable): _____

TIN #: _____

Address: _____

City: _____

State: _____

Zip Code: _____

County: _____

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: _____

Phone Number: _____

Cell Phone Number: _____

Email Address: _____

Type of Organization (select one type)

- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Non-Profit
- ☐ Sub Chapter
- ☐ Joint Venture
- ☐ Corporation
- ☐ LLC
- ☐ LLP
- ☐ Publicly Traded
- ☐ Employee Owned

State of Incorporation: _____

The Successful vendor must complete and submit this form prior to award. The Successful vendor must invoice using the company name listed above.

Drug-Free Workplace Form

(Submittal Page)

The undersigned vendor in accordance with Florida Statue 287.087 hereby certifies that, (Name of the Business): _____ does:

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 programs, 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 this RFP 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 this RFP, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893 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 or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor Signature: _____

Date: _____

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 20-023, Banking Services

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONSULTANT WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONSULTANT OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature: _____

Title: _____

Date: _____

State of: _____

County of: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2023, by _____ (*name*) as _____ (*title of officer*) of _____ (*entity name*), on behalf of the company, who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)