


SUBMIT SEALED PROPOSAL TO: BREVARD COUNTY PURCHASING SERVICES 2725 JUDGE FRAN JAMIESON WAY BLDG. C, 3rd FLOOR, SUITE C-303 VIERA, FL 32940				REQUEST FOR PROPOSAL Proposal Acknowledgment	
PROCUREMENT ANALYST: Mary Bowers mary.bowers@brevardfl.gov		(321) 617-7390 Ext. 5-9334		AN EQUAL OPPORTUNITY EMPLOYER	
PROPOSAL SPECIFICATIONS MAY BE OBTAINED AT: Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or DemandStar® website and VendorLink .					
RELEASE DATE: October 20, 2022		PROPOSAL TITLE: Banking Services		PROPOSAL NUMBER: P-1-23-01	
PRE-PROPOSAL DATE, TIME, AND LOCATION: None Scheduled				PROPOSAL OPENING DATE AND TIME: November 15, 2022 4:00 p.m.	
PROPOSAL RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED					

▼ CONTRACTOR MUST COMPLETE THIS AREA AND RETURN FORM ▼

LEGAL NAME OF CONTRACTOR AND BUSINESS ADDRESS: 		FEDERAL ID NO. (FEIN) OR SOCIAL SECURITY NO. (SSN): 	
TELEPHONE NUMBER/TOLL-FREE NUMBER: ()		If returning as a "no proposal," state reason: 	
I certify that this proposal is made without prior understanding, Contract, or connections with any corporation, Contractor or person submitting a proposal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the Contractor. In submitting a proposal to the County of Brevard, the Contractor offers and agrees that if the proposal is accepted, the Contractor will convey, sell, assign, or transfer to the County of Brevard all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County of Brevard. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Contractor.		The Contractor acknowledges that information provided in this RFP is true and correct. <div style="font-size: 2em; font-weight: bold; text-align: center;">X</div>	
		AUTHORIZED SIGNATURE (MANUAL) <hr/> NAME (PRINTED/TYPED) <hr/> TITLE <hr/> DATE <hr/>	

THIS FORM MUST BE NOTARIZED AND RETURNED WITH YOUR PROPOSAL

Sworn to and subscribed before me this _____ day of _____ 20____.		(AFFIX SEAL or STAMP)
Personally known: <input type="checkbox"/>		
Or produced identification: <input type="checkbox"/> Type of ID: _____		
SIGNATURE OF NOTARY PUBLIC _____ STATE _____ NAME OF NOTARY PUBLIC (PRINTED) _____		
My commission expires: _____		

BOND DATA

CONTRACTOR MUST PROVIDE:		AMOUNT:	
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	BID BOND	_____
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	PERFORMANCE BOND	_____
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	LABOR, MATERIAL, PERFORMANCE BOND	_____
In cases where the amount of a surety bond exceeds \$500,000, the surety company must have an A.M. Best's rating as specified in this document, and depending on the amount of the bond, shall have a minimum A.M. Best's financial size category (FSC) ranking as follows:			
BOND AMOUNT UP TO:	FINANCIAL CLASS	BOND AMOUNT UP TO:	FINANCIAL CLASS
\$ 1,000,000	I	\$ 25,000,000	V
\$ 2,000,000	II	\$ 50,000,000	VI
\$ 5,000,000	III	\$ 100,000,000	VII
\$ 10,000,000	IV		
Bonds must be issued by a surety company who complies with the requirements of § 287.0935, Fla. Stat.			
PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE.			
ALL FIRST TIME CONTRACTORS MUST SUBMIT A CURRENT W-9 FORM.			

GENERAL CONDITIONS, TERMS, AND PROVISIONS

1. DEFINITIONS:

- a. **COUNTY** - The term "COUNTY" herein refers to the County of Brevard, Florida, and its duly authorized representatives.
- b. **CONTRACTOR** - The term "CONTRACTOR" used herein refers to the dealer/ manufacturer/business organization submitting a Proposal to the County in response to this solicitation or any organization that will be awarded a contract pursuant to the terms, conditions and quotations of the Proposal.
- c. **USING AGENCY** - The term "USING AGENCY" used herein refers to any department, division, agency, commission, board, committee, authority or other unit in the County Government using supplies or procuring contractual services as provided for in the Purchasing Ordinance of the County of Brevard.
- d. **HEAVY DUTY** - The item(s) to which the term "HEAVY DUTY" is applied shall exceed the usual quality and/or capacity supplied with standard production equipment and shall be able to withstand unusual strain, exposure, temperature, wear and use.
- e. **QUALIFIED CONTRACTOR** - The best Contractor who has the capability in all respects to fully perform the Proposal requirements, and has the financial stability, honesty, integrity, skill, business judgment, experience, facilities, and reliability necessary to assure good faith performance of the contract, as determined by reference to the Contractor's Qualification Statement, evaluations by County staff of the Contractor or its subcontractors' past performance for the Board, and any other information required by Board policies.
- f. **RESPONSIVE CONTRACTOR** - A Contractor who has submitted a bid or proposal, which conforms in all respects to the requirements of the solicitation, including, but not limited to, submission of the bid or proposal on required forms with all required information, signatures, and notarizations at the place and time specified.
- g. **DUE CAUSE** - An applicable reason affecting and concerning the ability and fitness of the contractor(s) to perform to the specifications and requirements of the contract.

2. **SUBMISSION OF PROPOSALS:** All Proposals shall be submitted in a sealed envelope. The Proposal number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said Proposal to Purchasing Services prior to the specified opening date and time is solely and strictly the responsibility of the Contractor. Any Proposals received in Purchasing after the specified date and time will not be accepted. An original and number of copies indicated of the Proposal must be submitted unless otherwise noted.

3. **EXECUTION OF PROPOSAL:** Proposal must contain a manual signature of authorized representative in the space(s) provided. Proposals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Contractor to any Proposal entry must be initialed. The company and Federal Employer Identification Number (FEID) number shall appear in the space(s) provided.

4. **PROPOSAL OPENING:** Proposal opening shall be public on the date and time specified. Sealed proposals received by an agency pursuant to requests for proposals are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to s. 120.57(3)(a) or within 30 days after Proposal or proposal opening, whichever is earlier in accordance with Florida Statute 119.071(1)(b) 2. The names of the Contractors submitting a competitive solicitation will be read aloud at the time of the opening. No details of the competitive solicitation

will be released. Proposal must be submitted on forms provided by the County. No other forms will be accepted. Telephone and telegraph Proposals will not be considered. No Proposal may be modified after opening. No Proposal may be withdrawn after opening for a period of thirty (30) days unless otherwise specified.

5. **PROPOSAL TABULATIONS:** Proposal tabulations are posted to: www.demandstar.com and VendorLink.

6. **CLARIFICATION/CORRECTION OF PROPOSAL ENTRY:** The County reserves the right to allow for the clarification of questionable entries and for the correction of OBVIOUS MISTAKES.

7. **INTERPRETATION:** No interpretation of the meaning of the specifications, or other contract documents will be made orally to any Contractor. Every request for such interpretation must be in writing, addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Viera, FL 32940, or emailed to the attention of the applicable Purchasing Agent. To be given consideration, such requests must be received by the due date and time listed under section "Special Conditions, Item 6 Information and Clarification. Any and all such interpretation and supplemental instructions will be in the form of a written addendum, which will ONLY be posted to www.demandstar.com and www.myvendorlink.com. Failure of any Contractor to receive any such addendum or interpretation shall not relieve said Proposer from any obligation under his Proposal as submitted. All addenda so issued shall become part of the contract documents, whether or not the successful Contractor received a copy of such addendum, it being understood that all Contractors are responsible to verify that they have received any such addenda prior to submitting their Proposal.

8. **EEO STATEMENT:** Contractors must ensure that employees and applicants for employment are not discriminated against for reasons of race, color, age, religion, sex, national origin, or handicapped status. Minority and female-owned businesses are encouraged to participate. Brevard County is an equal opportunity employer.

9. **PRICING:** Contractor prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges, fuel surcharges and delivery, unless otherwise indicated, to any point within the County to a secure area or inside delivery. All prices, costs, and conditions shall remain firm and valid for term of the contract unless a change is authorized by the County. The obligations of the County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and/or the Board of County Commissioners.

10. **ADDITIONAL TERMS & CONDITIONS:** The County reserves the right to reject Proposals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

11. **TAXES:** The County is exempt from Federal Excise Taxes and all sales taxes.

12. **DISCOUNTS:** All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest net cost for Proposal evaluation purposes.

13. **MEETS SPECIFICATIONS:** All equipment and accessories furnished under these specifications shall be new, the latest model in current production, and shall be of good quality, workmanship and material. The Contractor represents that all equipment offered under these specifications shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to. The Contractor shall be responsible for performing the work necessary to meet County standards in a safe, neat, good and workmanlike manner.

14. **BRAND NAME OR EQUAL:** If items called for by this invitation have been identified in the specifications by a "Brand Name or Equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be

- acceptable. Contractors offering "equal" products will be considered for award if such products are clearly identified in the Proposal and are determined by the County to meet fully the salient characteristics requirements listed in the specifications. Unless the Contractor clearly indicates in his Proposal that the Contractor is offering an "equal" product, the Contractor shall be considered as offering the same brand name product referenced in the specifications. If the Contractor proposes to furnish an "equal" product, the brand name if any, or the product to be furnished shall be inserted in the space provided or such product shall be otherwise clearly identified. The evaluation of Proposals and the determination as to equality of the product offered shall be the responsibility of the County and will be based on information furnished by the Contractor. Purchasing Services is not responsible for locating or securing any information, which is not identified in the Proposal and reasonably available to Purchasing Services. To ensure that sufficient information is available the Contractor shall furnish as a part of the Proposal, or prior to RFP opening, as indicated, all descriptive material necessary for Purchasing Services to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the Contractor proposes to furnish and what the County would be binding itself to purchase by making an award.
15. **SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and only materials of first quality be provided. All interpretations of this specification shall be made upon the basis of this statement.
 16. **ASSIGNMENT:** Any purchase order issued pursuant to this Proposal and the moneys, which may become due hereunder is not assignable except with the prior written approval of the Purchasing Manager.
 17. **INDEMNIFICATION:** The successful Contractor agrees to indemnify and hold harmless the County and their employees from all claims, losses and expenses, including attorneys' fees, arising out of or resulting from the performance, failure in the performance of, or defect in, the products or services to be contracted, provided such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, death, or personal injury, or to property damage, including loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor or any of their employees, or arises from a job-related injury. The successful Contractor acknowledges adequate consideration for this indemnification provision.
 18. **PATENTS AND ROYALTIES:** The Contractor, without exception shall indemnify and save harmless the County and its employees from liability of any nature of kind including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the County. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any involved in the work.
 19. **TRAINING:** If specified, Contractor(s) may be required at the convenience of the County, to provide employees training in the operation and maintenance of any items(s) purchased from this Proposal.
 20. **ACCEPTANCE:** Items may be tested for compliance with specification. Items delivered not conforming to specifications may be rejected and returned at Contractor's expense. Those items not delivered as per delivery date in Proposal and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the Contractor. Any violations of these stipulations may also result in the Contractor name being removed from the Proposal list and the Contractor disqualified from doing business with the County.
 21. **SAFETY WARRANTY:** The selling dealer, distributor, Contractor, and manufacturer shall be responsible for having complied with all Federal, State and local standards, regulations, and laws concerning the equipment specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.
 22. **WARRANTY:** The Contractor agrees that, unless otherwise specified, the supplies and/or services furnished under this Proposal shall be covered by the most favorable commercial warranty the Contractor gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this Proposal.
 23. **AWARDS:** As the best interest of the County may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof; to reject any and all Proposals or waive any minor irregularly or technicality in Proposals received. Contractors are cautioned to make no assumptions unless their Proposal has been evaluated as being responsive and qualified. All awards made as a result of this Proposal shall conform to applicable ordinances of the County. The Board may return, for full credit, any unused items received which fail to meet the Board's performance standards. The County reserves the right to cancel an awarded Proposal upon due cause, i.e. Contractor misrepresentation, Contractor negligence, non-performance, etc. via written notice.
 24. **Unless otherwise noted in the Proposal document, Contractors shall submit one Proposal only.**
 25. **CONFLICT OF INTEREST:** The award hereunder is subject to provisions of State Statutes and County Ordinances. All Contractors must disclose with their Proposal the name of any officer, director, or agent who is also an employee of Brevard County. Further, all Contractors must disclose the name of any County employee who owns, directly or indirectly, any interest in the Contractor's firm or any of its branches.
 26. **PURCHASING CONTRACTS WITH OTHER GOVERNMENT ENTITIES:** Brevard County permits the awarded Contractor(s) to extend the pricing, terms and conditions of this solicitation to other governmental entities at the Contractor's discretion. Each governmental entity that utilizes this solicitation or resulting contract will be responsible for execution of its own requirements with the awarded Contractor(s).
 27. **DRUG-FREE WORKPLACE:** 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 implemented a drug free workplace program (per Florida Statutes Section 287.087) shall be given preference in the award process.
 28. **LOBBYING STATEMENT:** All Contractors are hereby placed on notice the County Commission and staff shall not be contacted about this Proposal. Contractors and their agents are hereby placed on notice that they are not to contact members of the County Commission or staff (with the exception of designated liaison). Public meetings and public deliberations of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by the RFP; and written correspondence in regard to Proposals may be submitted to the Purchasing Manager. Each Proposal will have one purchasing staff member designated who will serve as the liaison. Failure to adhere to these requirements could result in Board action to disqualify Contractor from consideration of award.
 29. **PUBLIC ENTITY CRIMES:** All Contractors are hereby placed on notice that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction repair of a public building or public work, may not submit proposals 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 a public entity, and may not transact business with any public

entity in excess of the threshold amount provided in 287.017 Fla. Stat. for CATEGORY TWO (currently \$35,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

30. **DISCRIMINATORY VENDOR LIST:** An Contractor placed on the Discriminatory Vendor List shall not submit a proposal for a contract to provide goods or services to a public entity, shall not submit a proposal on a contract with a public entity for the construction or repair of a public building or perform any public work, shall not submit proposals for leases of real property to a public entity, shall not award or perform work as a contractor, supplier, subcontractor, or consultant under any contract with any public entity, and shall not transact business with any public entity per 287.134(3)(d), Fla. Stat.
31. **SCRUTINIZED COMPANIES:** Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than \$1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts \$1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Contract.

As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, this section shall become inoperative and unenforceable.

32. **LICENSES, CERTIFICATIONS, AND PERMITS:** The successful Contractor will be required to secure, at its expense and show proof of the proper business tax receipt and/or any other license/certification required of the applicable service/work being performed. Prior to award, the apparent low Contractor will be required to provide proof of license and/or certification within two (2) business days of the posted awarded recommendation and submit copies of license/certifications to the Purchasing Office. The Brevard County Contractor Licensing Regulation & Enforcement (LR&E) office is responsible for the county licensing of trades: General Building, drywall, plumbing, electric, HVAC, roofing, etc. If you have questions concerning the licensing requirements for a Brevard County contractor's license, please Contact the Brevard County LR&E office at (321) 633-2058, option 0, for any questions.
33. The awarded contractor shall fully comply with all federal and state laws, county and municipal ordinances and regulations in any manner affecting the performance of the work. The successful Contractor is responsible for obtaining all permits necessary to construct the project. The County does not exempt itself from permitting requirements. The County shall pay all Brevard County permit, inspection and impact fees required for the project

or services required under this contract; all other fees for permits required by agencies/municipalities other than Brevard County shall be the responsibility of the awarded Contractor. A copy of issued permit shall be provided to the User Department of the County for their records.

34. **ERRORS:** In the event of extension error(s), the unit price will prevail. In the event of addition error(s), the extended totals will prevail. In either case, the Proposal's total offer will be adjusted accordingly.
35. **CANCELLATION AND REINSURANCE:** If any insurance should be canceled or changed by the insurance expiring during the period of this Proposal award, the Contractor shall be responsible for securing other acceptable insurance to provide the coverage specified in the Proposal to maintain continuous coverage during the life of the award.
36. **INCURRED COST:** The County is not liable for any cost incurred by any Contractor prior to an award. Costs for developing a response to this RFP are entirely the obligation of the Contractor and shall not be chargeable in any manner to the County.
37. **MATERIALS/SUPPLIES:** No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale or other Contract by which an interest is retained by the seller.
38. **SUBCONTRACTORS:** The Contractor shall be fully responsible for all acts and omissions of his subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts and omissions of persons directly employed by him.
39. **VERBAL INSTRUCTIONS:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any County employee. Only those communications, which are in writing from an authorized County representative, may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the company, will be recognized by the County as duly authorized expressions on behalf of the company.
40. **LITIGATION VENUE:** All litigation shall take place either in the State Courts of Florida, wherein venue shall lie in Brevard County, Florida; or in the Federal Courts wherein venue shall lie in the Middle District in and for the State of Florida. The Contractor expressly waives venue in any other location.
41. **ADDITION, DELETION OR MODIFICATION OF SERVICES:** The County reserves the right at its sole discretion to increase, decrease, or delete any portion of this Contract at any time without cause, and if such right is exercised by the County, the total fee shall be reduced by a prorate basis. If work has already been accomplished on the portion of the contract to be increased, decreased, or deleted, the Contractor shall be paid for the correct portion on the basis of the estimated percentage agreed upon by the County, the Contractor, and the contract manager upon completion of such portion.
42. **OPERATION DURING DISPUTE:** In the event the County has not canceled the Contract in accordance with the terms of the Contract, and there remains a dispute between the proposer and the County, the Contractor agrees to continue to operate and perform under the terms of the Contract while such dispute is pending, and further agrees that, in the event a suit is filed for injunction or other relief, it will continue to operate the system until the final adjudication of such suit by the court.
43. **CONTRACT TERMINATION:** The Contract resulting from this Proposal shall commence upon issuance and acceptance of the fully executed Contract. The County user agency shall issue orders against the Contract on an as needed basis. The Contract may be canceled by the Contractor, for good cause, upon ninety (90) days prior written notice. The County retains the right to terminate the Contract, in part or in its entirety, with or without good cause, upon thirty (30) days prior written notice or as stated herein. In the event of termination by either party as provided herein, the awarded

Contractor shall be paid for services performed through the date of termination.

44. **SPECIAL ACCOMMODATIONS:** In accordance with the Americans with Disabilities Act (ADA) and Section 286.26, Fla. Stat., persons with disabilities needing special accommodations to participate should contact the ADA Coordinator at (321) 633-2017 or by email at Brian.Breslin@BrevardFL.gov, and must be made no later than 48 hours prior the public meeting/hearing in order to provide the requested service.
45. **CONTRACTOR RESPONSIBILITIES:** A Contractor, by submitting a Proposal, certifies that it understands all planning, coordinating, and implementation of the described services shall be done through personal contact between the Contractor and the contract manager, and that telephone contact and mail correspondence may, in some cases, not be appropriate. County approved representatives of the Contractor shall be available to meet with the contract manager, as may be required, to accomplish the County's objectives as effectively and efficiently as possible, during all phases of this Contract.
46. **SUPERVISION OF CONTRACT PERFORMANCE:** The Contractor's performance of the Contract will be monitored by the contract manager. The Contractor shall be notified of lack of performance in writing by the contract manager. If at any time during the term of the contract, performance satisfactory to the contract manager shall not have been made, the Contractor, upon written notification by the contract manager, shall within three (3) days increase the force, tools and equipment as needed to properly perform the contract. The failure of the contract manager to file such notification shall not relieve the Contractor of the obligation to perform the work at the time and in the manner specified by the contract. If the Contractor does not increase the force or neglects to do the work properly, the contract manager can withhold a percentage of payment or withhold the entire dollar amount due as per the contract.
47. **MISUNDERSTANDING:** To prevent misunderstanding and any litigation, the contract manager shall decide any and all questions which may arise concerning the quality and acceptability of the work and services performed the sufficiency of performance, the interpretation of the provisions of the contract, and the acceptable fulfillment of the contract on the part of the proposal. The contract manager will determine whether or not the amount, quantity, character and quality of the work performed are satisfactory, which determination shall be final, conclusive and binding upon both the Contractor and the County. The contract manager shall make such explanation as may be necessary to complete, explain, or make definite the provisions of the contract, and his findings and conclusions shall be final and binding upon both parties.
48. **GREEN PROCUREMENT POLICY:** The Board of County Commissioners approved a "green procurement" policy in March 2004 to establish procurement requirements that promote the purchase and use of Environmentally Preferred Products as defined by the United States Environmental Protection Agency. Environmentally Preferred Products (EPP) are those products and services that have a reduced effect on the human health and the environment when compared to other products and services that serve the same purpose. EPP products encourage (1) waste reduction; (2) reduced exposure to hazardous materials; (3) natural resource conservation; and (4) energy efficiency.
49. **MONITORING OF WORK:** The Contractor shall provide the contract manager with every reasonable opportunity to ascertain whether or not the work, as performed, is in accordance with the requirements of the contract. The Contractor shall designate, in writing, a person to serve as liaison between the proposer and the County.
50. **PROMPT PAYMENT:** For payment promptness, the County shall remit payment in accordance with the Florida Prompt Payment Act, Section 218.70, Fla. Stat., et seq. The County does not expect to be billed in excess of the ordered quantity and will not pay for any quantity above the ordered quantity. Any order placed as a result of this bid will be subject to Billing Instructions and Conditions on the back of the County Purchase Order form. Contractors may offer cash discounts for prompt payment but they

will not be considered in determination of award. If a Contractor offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

Requests for final payment for any work or services for which a permit is required shall include a copy of all required permits and copies of all required inspection reports. Failure to provide proof of acquisition of all required permits and successful completion of all required inspections shall represent an incomplete invoice and will delay payment.

51. **RIGHT TO AUDIT RECORDS:** In performance of this Contract, the Contractor shall keep books, records, and accounts of all activities related to the Contract, in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the Contractor in conjunction with the Contract and the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of the office and shall be retained by the Contractor for a period of three (3) years after termination of this Contract, unless such records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1) Florida Statutes.
52. **UNAUTHORIZED ALIEN WORKERS:** The County will not accept bids from Contractors who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S. Code § 1324a(e) (Section 274A(e) of the Immigration and Nationality Act "INA"). The County shall consider a Contractor's intentional employment of unauthorized aliens as grounds for immediate termination of any awarded proposal. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the [U.S. Department of Homeland Security's E-Verify system](#) to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. If the County is unable to electronically verify the lowest responsive responsible Contractor participates in the E-Verify Program; the lowest responsive responsible CONTRACTOR SHALL be required to submit a copy of the fully executed E-Verify Memorandum of Understanding before the County will enter into contract or issue notice to proceed with Contractor.
53. **FLORIDA PUBLIC RECORDS LAW:** Both parties understand that the County is subject to the Florida Public Records Law, Chapter 119, Fla. Stat. and all other applicable Florida Statutes. If the materials provided by the Contractor do not fall under a specific exemption, under Florida or federal law, materials provided by the Contractor to the County would have to be provided to anyone making a public records request. It will be the Contractor's duty to identify the information, which it deems is exempt under Florida/federal law, and identify the statute by number, which exempts that information.
- Should any person or entity make a public request of the County—which requires or would require the County to allow inspection or provide copies of records which the Contractor maintains are exempt from Public Records Law or are confidential—it shall be the Contractor's obligation to provide the County within 24 hours (not including weekends and legal holidays), of notification by the County to the Contractor of the request, of the specific exemption or confidentiality provision so the County will be able to comply with the requirements of 119.07(1)(e) and (f), Fla. Stat.
- Should the County face any kind of legal action to require or enforce inspection or production of any records provided by the Contractor to the County which the Contractor maintains are exempt or confidential from such inspection/production as a public record, then the Contractor shall hire and compensate attorney(s) who shall represent the interest of the County as well as the Contractor in defending such action. The Contractor shall also pay any costs to defend such action and shall pay any costs and attorney fees, which may be awarded pursuant to 119.12, Fla. Stat.
- All material submitted become

s the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this RFP. Selection or rejection of any proposal does not affect this right.

54. **REFERENCE GIVEN TO COMMODITIES MANUFACTURED, GROWN, OR PRODUCED IN FLORIDA:** In accordance with 287.082, Fla. Stat., whenever two or more competitive sealed bids are received, one or more of which relates to commodities manufactured, grown, or produced within this State, and whenever all things stated in such received bids are equal with respect to price, quality, and service, the commodities manufactured, grown, or produced within this State shall be given preference.

55. **COUNTY SEAL:** Use of the County Seal without the express approval of the Board of County Commissioners is a violation of 165.043, Fla. Stat. punishable as a misdemeanor.

56. **TIE BIDS:** Award of all ties shall be made by the Purchasing Manager in accordance with State Statutes, which allows a Contractor certified as a Drug-Free Workplace to have precedence. When evaluation of Contractor responses to solicitations results in identical offers, with regards to bids or quotations, or identical ranking with regards to proposals, from two or more Contractors, the County shall determine the order of award using the following criteria in order of preference listed below (from highest priority to lowest priority):

- a. For tie bids, quotations or proposals, priority shall be given to the Contractor certifying that the company is a Drug-Free Workplace as defined within 287.087, Fla. Stat.;
- b. Should a tie still exist, in the case of proposals only, priority shall be given until the tie is broken, to the Contractor with the highest total of raw scores for each evaluation criteria, progressing from the highest weighted criteria to the lowest rated criteria. If multiple evaluation criteria have identical weights, the combined total weights of the identically weighted criteria shall be used;
- c. In the event that a tie still exists after progressing through both options listed above, the decision shall be made by lot or coin toss. The drawing of lots or coin toss shall be conducted in the presence of the effected Contractors if they elect to be present.

57. **CONTRACTOR COMPLAINTS AND DISPUTES:** The County encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner, the following procedures are adopted:

a. **POSTING OF AWARD NOTICES**

FORMAL SEALED PROPOSALS: No later than three (3) business days after the selection committee recommendations are finalized, the Purchasing Manager or his designee shall post the selection committee's rankings and recommended award.

b. **PROCEEDINGS**

Any contractor who is allegedly aggrieved in connection with the solicitation or pending award of a contract must file a formal written protest with the Purchasing Manager within five (5) business days of the posted award recommendation.

The formal written protest shall reference the proposal number, and shall state with particularity the facts and laws upon which the protest is based, including full details of adverse effects and the relief sought.

Within seven (7) calendar days of receipt of the formal written protest, the Purchasing Manager will arrange a meeting of the Protest Committee and the affected parties. The Protest Committee shall consist of two (2) Department Directors or designees, both of whom must be from an organizational group

which the user department or group is not assigned; one (1) Assistant County Manager, who must be from an organizational group which the user department or group is not assigned under. The Purchasing Manager shall act as a Hearing Coordinator and the County Attorney or designee may attend. The Purchasing Manager or designee record the meeting and provide any information as the committee may request. The purpose of the meeting of the Protest Committee is to provide an opportunity to: (1) review the basis of the protest, (2) evaluate the facts and merits of the bid protest, and (3) if possible, to reach a resolution of the protest that is acceptable to the affected parties. For the purpose of the Protest Committee hearing, resolution shall mean that the Protestor finds the decision of the Protest Committee acceptable.

In the event the matter is not resolved with the Protestor's acceptance of the Protest Committee's decision, the Purchasing Manager will schedule the recommended award including the details of the protest and the Protest Committee's recommendation before the Board of County Commissioners via Board Agenda. The County Manager, prior to approval and placement on the Board agenda, may elect to resolve the matter before presentation to the Board. In the event that the County Manager cannot bring the matter to resolution, a copy of the Agenda Report shall be furnished immediately to all affected parties. The affected parties may appear before the Board of County Commissioners as a final means of administrative remedy.

c. **STAY OF PROCUREMENTS DURING PROTESTS**

Failure to observe any or all of the above procedures shall constitute a waiver the right to protest a contract award. In the event of a timely protest under the procedure, the County shall not proceed further with solicitation or with the award until a recommendation is made by the Committee, or a written determination is made by the County Manager that the award must be made immediately in order to protect the public interest. Invoice disputes between an awarded Contractor and user agency will follow the guidelines set forth in AO-33, *Prompt Payment of Invoices*.

58. Unless otherwise specified in this solicitation, all contracts are non-exclusive and the County may employ other professional or technical personnel to furnish services for the County, as the County, in its sole discretion, finds is in the public interest. The County reserves the right to assign such work to the Contractor as it may approve in the sole discretion of the County.

59. Section 286.101 of Florida Statutes requires all prospective contractors and grant recipients seeking to contract with the County, or receive a grant from the County, where said contract or grant has a value of \$100,000 or more must disclose to the County (1) any current or prior interest of, (2) any contract with, or (3) any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern) if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five years. The disclosure is specified below. Within one year before applying for any grant or proposing any Contract, such entity must provide a copy of such disclosure to the Department of Financial Services. Disclosure is not required in certain circumstances,

outlined on the enclosed Foreign Influence Disclosure Form. A Contract is any agreement for the direct benefit or use of any party to such agreement, including an agreement for the sale of commodities or services. A Gift is any transfer of money or property from one entity to another without compensation. A Grant is a transfer of money for a specified purpose, including a conditional gift. An interest in an entity means any direct or indirect investment

in or loan to the entity valued at 5 percent or more of the entity's net worth or any form of direct or indirect control exerting similar or greater influence on the governance of the entity.

BANKING SERVICES
P-1-23-01
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BANKING SERVICES
P-1-23-01
PROPOSAL SCHEDULE

PROPOSAL SCHEDULE

The following anticipated timeline for completion of the RFP process and implementation has been established:

IDENTIFICATION DATE

October 20, 2022

RELEASE OF PROPOSAL

November 07, 2022 no later than 5:00 pm

DEADLINE FOR QUESTIONS

November 15, 2022 no later than 4:00 pm

PROPOSAL DUE DATE

Date & Time TBD

SELECTION COMMITTEE MEETING

BANKING SERVICES
P-1-23-01
SPECIAL CONDITIONS

1. **INTRODUCTION/PURPOSE:**

Brevard County Purchasing Services is currently seeking proposals from qualified depositories interested in providing comprehensive banking services. The objective of the County is to secure the most efficient and effective banking services while maintaining sufficient liquidity and protection of County funds. It is the intent of this process to award all services listed herein to one (1) firm.

2. **CONTRACT PERIOD:**

Effective date of contract will be January 01, 2023 through December 31, 2027 or five (5) years from award, whichever occurs first, with the option to extend the Contract for an additional five (5) year term upon mutual agreement of both parties. Based on the response to this RFP the Selection Committee may make a selection to award, revise, or reject a contract with the highest ranked Contractor.

Proposal prices shall remain firm for the first five (5) years of this contract, unless the County approves a price adjustment. The awarded Contractor may have an opportunity to request an annual price adjustment on each anniversary date of the contract. The request for price adjustment must be submitted in writing no later than ninety (90) calendar days prior to the annual anniversary of the contract start date. The request for price adjustment must include written justification (raw material price increase, labor, etc.) for the increase and a copy must be sent to the Purchasing Manager. Any approved request for price adjustment will not take effect until the anniversary of the contract start date and any such granted price adjustment will be in effect for the twelve (12) month period following the said anniversary start date. Written request for price adjustments shall not exceed the rate of inflation determined by the Consumer Price Index (CPI-W). Any price adjustment shall be approved by the Purchasing Manager or designee prior to the new price becoming effective.

3. **PROPOSAL SUBMITTAL:**

Please submit **three (3) hardcopies along with an electronic copy on USB flash drive** no later than 4:00p.m. local time November 14, 2022. Paper copies must be provided, but should be accompanied by an equivalent electronic PDF file. Sealed proposals must be clearly marked as follows:

“RFP # P-1-23-01, Banking Services” and returned to:

Purchasing Services
Brevard County Government Center
2725 Judge Fran Jamieson Way, 3rd Floor, Suite C303
Viera, FL 32940

All proposals received on or before the due date and time will be opened at **4:00p.m. local time November 15, 2022**, at which time, the names of the firms submitting proposals will be read. No details of the proposals or the contents shall be disclosed until notice of intent to award or thirty (30) days after opening of the proposals, whichever occurs first, in accordance with Section 119.071(1), Florida Statutes.

***Note:** Please ensure that if you use a third party carrier (DHL Express, FedEx, UPS, USPS, etc.) that they are properly instructed to deliver your proposal only to Purchasing Services on the third (3rd) floor at the above address. **Contractors are advised that U.S. Postal Service 1st Class and Express mail is delivered to a P.O. Box and is not delivered to the Purchasing Services. Delivery via the USPS is at the Contractor’s risk. To be considered, a proposal must be accepted in Purchasing Services no later than the RFP closing date and time.** If the proposal is delivered

anywhere else, it may not reach Purchasing Services in time.

4. **PRE-PROPOSAL MEETING DATE AND TIME:**

None Scheduled

5. **INFORMATION OR CLARIFICATION:**

For information concerning procedures for responding to this proposal, contact Mary Bowers, Purchasing Services at 321-617-7390, or by email at mary.bowers@brevardfl.gov. Such contact shall be for clarification purposes only. Material changes, if any, to the specifications will be transmitted by written addendum through Purchasing Services. No interpretation of the meaning of the proposal, any correction of any apparent ambiguity, inconsistency, or error therein, will be made by any proposer orally. Every request for such interpretation must be in writing addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, Florida, 32940, or emailed to the attention of Mary Bowers at mary.bowers@brevardfl.gov. To be given consideration, such requests should be received in writing no later than **November 07, 2022 at 5:00 p.m.** All such interpretations and supplemental instructions will be in the form of written Addenda. Only the interpretation or correction so given by the Procurement Analyst in writing shall be binding. Any request for additional information should be referred to the County Office of Purchasing Services.

Any addenda will be transmitted by written addendum through Purchasing Services and posted to <http://www.demandstar.com> and [VendorLink](#). The County will not notify Contractors of addenda. It is the sole responsibility of the Contractor to check the website prior to submitting a bid to verify receipt of all documents to include written addendum.

Interviews may be conducted. Proposals will be reviewed, scored, and ranked by a Selection Committee using the evaluation criteria as outlined herein, and may conduct interviews with the top ranked firms. The Selection Committee may make a selection to award, revise, or reject a contract with the highest-ranked Contractor.

The County will not be bound by oral explanations or instructions given at any time during the competitive process or afterward.

Right to Submitting Material: All responses, inquiries, or correspondence relating to or in reference to this RFP, and all other reports, charts, displays, schedules, exhibits and other documentation submitted by the Contractors will become the property of Brevard County.

Contract Negotiation: The County, at its sole discretion, reserves the right to enter into contract negotiations with the #1 ranked, responsive, responsible Contractor. If the County and said Contractor cannot negotiate a successful contract, the County may terminate said negotiations and begin negotiations with the next highest-ranked, responsive, responsible Contractor. This process will continue until a Contract acceptable to the County has been executed or all Proposals are rejected. No Contractor shall have any rights against the County arising from such negotiations or termination thereof. The awarded Contractor is expected to sign the draft contract attached to this RFP.

6. **DEFINITIONS**

Unless the context otherwise requires, the terms used herein shall have the following meanings ascribed to them:

County – means Brevard County, Florida, a political subdivision of the State of Florida

Department – means Brevard County Finance

Fiscal Year – means the period commencing October 1st in any given year, and ending September 30th the following year.

Proposer – means any person(s) submitting a response to this Request for Proposal.

7. **INSURANCE**

Each contractor shall maintain the appropriate insurance(s) required to perform the respective operation(s) and activities proposed as required by Federal law, State statutes, and regulations, and meets County ordinance requirements. Each contractor shall have a minimum liability/medical malpractice coverage of \$1,000,000 per claim. The successful contractor must provide original certificates of insurance prior to commencing work and such coverage shall be maintained for the duration of the contract.

8. **INDEPENDENT CONTRACTOR**

The contractor shall perform the services under this agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this agreement shall be interpreted or construed to constitute the Contractor or any of its agents or employees to be the agent, employee, or representative of the County.

9. **TERMINATION OF CONTRACT**

If the contractor fails to properly perform the conditions of the contract, in the sole opinion of the County, the County will communicate to the contractor in writing the problem(s) that exist. The contractor will have up to ten (10) calendar days to rectify the problem(s). If the same or other problems persist or recur the County may immediately cancel the contract by advising the contractor in writing.

The County reserves the right to cancel the contract without cause with a minimum of one hundred twenty (120) days' written notice.

Termination or cancellation of the contract will not relieve the contractor of any obligations for any deliverables entered into prior to the termination of the contract (i.e. reports, statements of accounts, etc., required and not received).

Termination or cancellation of the contract will not relieve the contractor of any obligations or liabilities resulting from any acts committed by the contractor prior to the termination of the contract.

10. **COMPENSATION**

The County will compensate the Contractor at the negotiated rates for services.

BANKING SERVICES
P-1-23-01
SCOPE OF SERVICES

Scope of work under this Request for Proposals (RFP) includes, but is not limited to, the following:

1. Establish demand deposit accounts as may be necessary to meet the banking requirements of the County. In addition, provide zero balance accounts (ZBA). The concentration accounts will fund disbursements from these accounts automatically on a daily basis.
2. Disburse funds via repetitive wire transfer upon on-line request of an authorized person.
3. Accept and send Automated Clearing House (ACH) transactions and provide on-line notification of ACH deposits on same day.
4. Process direct deposits of vendor payments and verification of deposit.
5. Provide automated on-line balance reporting services for all the County accounts. Available information should include: closing ledger, closing collected, opening ledger, opening collected, float, previous day debit and credit detail (including bankcard deposits, ZBA transfers) and ACH credit and debit detail.
6. Provide the ability to place on-line stop payments and on-line access to information on cleared and stopped payment checks. All stop payment orders will be made electronically. On rare occasions, it may be necessary to initiate a stop payment by telephone. When the County places stop payment orders, the bank will immediately inform the County electronically if the check has been cashed and provide an image of the cashed item to the County. If not cashed, the bank will provide an electronic confirmation of the stop payment. Stop payments shall be effective for a period of not less than eighteen (18) months. Cancellation of a stop payment order will be processed in the same way as the stop payment order. All checks paid by the bank after the above procedure has been adhered to will be the responsibility of the bank.
7. After minimum concentration account balance requirements are met, if applicable, sweep any excess cash balances into an approved overnight investment vehicle. Proposer must submit proposals offering services based on an actual cost basis or using a compensation balance, or both.
8. The County currently uses partial check reconciliation but may be interested in evaluating the benefits of using full reconciliation services in the future.
9. Provide monthly activity statements and reports for all accounts. These statements will include a monthly account analysis. The statement cutoff should be the last day of the month. Statements must be sent by no later than the 10th of the following month.
10. Provide custodial/safekeeping services for securities held for the benefit of the County.
11. Provide the County with capability to receive check images on CD-rom, USB thumb drive or other mechanism as approved by the County.
12. Provide information for Controlled Disbursement services.
13. It is not the intention of the County to overdraw any accounts. In the event of an overdraft, all checks presented for payment shall be paid. The Financial Accounting Supervisor or designee shall confirm wires or ACH transfers that will result in an overdraft. The bank shall complete the wire/ACH transfer after confirmation. No Service Fee shall be charged to the County for overdrafts.

Overdrafts will be recovered in the following manner:

The amount of the overdraft is to be deducted from the respective account balance before calculating the overnight interest earnings. Reductions to the investable cash balances must be shown on the monthly investment activity statement.

14. Provide lockbox services for the collection of ambulance services that the County provides. Currently, Change Healthcare serves as the collection and processor for the invoices.
15. In order to facilitate maximization of investment earnings, the County would like to utilize an overnight "sweep" arrangement, wherein an overnight sweep investment is entered into each business day. At the end of each business day, all uninvested balances (collected funds, float, etc.) in various specified accounts (less the amount required for the bank to maintain its reserve requirement) are swept into an overnight investment. The proposer has the option to offer other alternatives to overnight repurchase agreements. The proposer must provide full documentation of the alternative with the proposal.
16. Provide Vault Services.
17. Provide electronic deposit reporting of bank details.
18. Assist with transaction research.
19. Disaster recovery and control.
20. Custodial/Safekeeping Services –
 - a. Trust services are limited to only handling the settlement of trades and will not involve any investment management functions of County funds. The securities which qualify for delivery through the Federal Reserve Bank in book entry form credit to the bank's Federal Reserve Account and for further credit to the County (ie; United States Treasury bills, notes and bonds; United States Government Agencies; and Federal Instrumentalities). The Federal Reserve receipt must identify the "CUSIP" number, the County as owner of the security, and securities which require physical delivery to the bank and which are held for credit to the County (ie: banker's acceptances and commercial paper notes). The safekeeping receipt must identify the County as owner of the security.
 - b. Maintain one or more custody accounts directly or through a third party for the cash and securities owned by the County.
 - c. All securities and cash held by the custodian shall be segregated from the assets of others and shall be and remain the sole property of the County. The custodian shall have only the bare custody thereof. The securities held by the custodian shall, unless payable to the bearer, be registered in the name of the County, or in the bank's nominee name. Securities delivered to the custodian, except bearer securities and Certificates of Deposit as described above, shall be in due form for transfer or already registered as provided above.
 - d. Collect all coupons and other periodic income on securities held and process for instructions received by authorized persons.
 - e. Monitor and record the collection of funds in accounts maintained by the custodian for the County.
 - f. 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.
 - g. Provide monthly activity statements and reports for all accounts. The statement cut off should be the last day of the month. Statements must be sent by no later than the 10th of the following month.
21. The bank must have the capability to provide reconciliation services with positive-pay protection

services. Images of all paid items should be provided to the County on CD-rom.

22. The County is desirous of using a combination of balances and fees for all service charges associated with the monthly activity for each account. The accounts will be "swept" into an overnight investment vehicle to a target balance of zero (less the amount required for the bank to maintain its reserve requirement). In addition, the account analysis statement should show average balances and average net collected balances, along with itemizes monthly activity of each account and services activity cost associated with each. **Each proposer is required to provide an analysis comparing service fees paid by compensating balances versus direct fees for each of the proposing services. The County reserves the right on an annual basis to change between compensating balances and direct fees.**
23. The County, subject to its future needs, reserves the right to request the selected Vendor to provide any additional banking services not covered by this RFP, at such cost, and under such terms as may be agreed upon, in writing by the Parties, and such additional services shall then be subject to all the terms and conditions of the Contract awarded under this RFP.

BANKING SERVICES

P-1-23-01

PRICE SHEET

COMPENSATION

The County will compensate the Contractor at the proposed rate of services provided. Price to provide all labor, materials, equipment, transportation and other facilities as necessary and/or required to execute all of the work described by the proposal documents.

\$ _____

ACH PAYMENTS

Does your company accept ACH Payment Method? _____ Yes/ _____ No

PROMPT PAYMENT DISCOUNT

Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70. Contractors may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Contractor offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

* If Prompt Payment Discount is offered, please state discount and terms:

ADDENDUM ACKNOWLEDGMENT

Contractor acknowledges receipt of amendments by indicating amendment number and its date of issue.

Add. No. _____ Dated _____ // Add. No. _____ Dated _____

Add. No. _____ Dated _____ // Add. No. _____ Dated _____

I hereby acknowledge that I have read, understand, and agree to all terms, conditions, insurance, scope of work, specifications and pricing for P-1-23-01 Banking Services.

CONTRACTOR NAME _____

ADDRESS _____

AUTHORIZED SIGNATURE _____

PRINTED SIGNATURE _____ DATE _____

TELEPHONE # _____ FAX # _____

EMAIL _____

BANKING SERVICES
P-1-23-01
EVALUATION AND SELECTION PROCESS
PROPOSAL FORMAT REQUIREMENTS

PROPOSAL FORMAT

Interested Contractors who would like to be considered for this project should submit a Proposal accompanied by pertinent information relating to the company's experience, qualifications, personnel, availability, and capability to provide and perform all of the professional services necessary to complete this project in an effective and timely manner. The Contractor's Proposal shall include:

Letter of Introduction

Provide a summary of Contractor's ability to perform the services described in the RFP and confirms that Contractor is willing to perform these services and enter into a contract with the County. This letter must provide the name, title, phone, and email address for the person to provide technical clarification regarding the proposal. This letter must be signed by an officer authorized to contractually obligate the submitting Contractor.

Table of Contents

The table of contents should outline in sequential order the major areas of the proposal.

Tab 1. Qualifications and Experience

1. Describe the organization, date founded, ownership and other business affiliations (please provide number and location of affiliated offices).
2. Provide the address of the office location that will service the account.
3. Describe the experience of the financial institution in providing similar services for other public clients or County governments.
4. Include copies of the most recent audited financial statement with the proposal.

Tab 2. Personnel

1. Provide biographical information on all bank officers that will be directly involved in the management of the County's accounts; who the primary contact will be and what, if any, experience these officers have in working with governmental clients.
2. Provide an organizational chart for the personnel who will be associated with the County's accounts, including the roles of each person, and illustrating the relationship among the personnel.

Tab 3. Interest & Earnings Credits

1. Describe how interest on the overnight sweep investment will be calculated and credited on all accounts. Be specific.
2. Provide earnings history for overnight sweep investment agreements or other appropriate sweep facility for the last two (2) years.
3. Describe the method used to calculate the earnings credit rate (ECR). Is the reserve requirement deducted from the available balance before the ECR is calculated? If not, please include in the bank explanation the impact of the bank reserve requirement, the bank formula for converting service charges to balance requirements and a listing of the bank earnings credits and reserve requirements for the last two (2) years.

Tab 4. Deposit Processing & Verification

1. What is the cut-off time to ensure same day ledger credit?
 - a. is it the same for cash as for checks, drafts, etc?
 - b. Are there any options that might affect this cut-off time (ie: provisional credit and delayed verification)?
2. Are weekend or holiday deposit services available? Is there an additional fee or discount for utilizing these services?

3. What type of deposit bags does the bank allow/require?
 - a. Does the bank provide these bags?
 - b. Does the bank charge a fee for these bags?
4. Are there any benefits to separating cash and checks in two deposit bags?
5. Does the bank require that checks and currency be on separate deposit tickets?
6. Are the deposit tickets that the bank provides available in multiple part forms? How many copies does the bank require?
7. Does the bank require that cash be deposited in standard straps only? Is there a penalty for depositing non-standard straps?
8. Does the bank accept loose and/or rolled coin for deposit at the vault, and branch locations? Is there a fee for depositing loose or rolled coin?
9. How does the bank determine and calculate availability of deposited items?
 - a. Does the bank give immediate availability for on-us items?
 - b. Does the bank calculate availability by item or formula?
 - c. Does the bank use a standard schedule? Accelerated schedule? How often is it updated?
 - d. Provide a copy of the availability schedule that will apply to deposits into the County's accounts.
10. Provide a list of the bank's holidays.
11. How will the bank return the validated deposit receipts to us? Within what time frame?
12. Does the bank identify and adjust all discrepancies?
 - a. If no, at what dollar amount does the bank write off discrepancies?
 - b. What is the standard procedure for reporting deposit adjustments? What additional options are available (ie: copies to multiple locations)?
13. What is the banks' policy on receipt of tampered bags?
14. When counterfeit bills are discovered, what is the bank notification and adjustment process?
15. Does the bank provide training for the County's cashiers regarding procedures to recognize counterfeit bills?

Tab 5: Vault Services

1. Does the bank have an automated vault service? Describe the deposit and change order procedures, cut-off times, and other features of this system.
2. Are there minimum purchase requirements (ie: standard straps of currency and full boxes of coin)? Is a discount offered for purchasing standard amounts? What settlement options are available for change orders (ie; cash, check, debit to account, wire)?

Tab 6: Return Item Processing

1. Can return items be automatically redeposited? If so, how many times?
 - a. Is this service optional by location?
 - b. Can copies of all redeposited return items be provided to the depositing location or a central office? If so, within what time frame?
2. Provide the bank's standard return item processing instructions. List any non-standard options that are available.
3. Can the bank provide a detailed return items on-line to the County? If not, when will the service be available?
 - a. Is there a separate record for each returned item?
 - b. Can these records identify the depositing locations and the type of item being returned (ie; personal check, traveler's check and money order)?
4. Does the bank have a policy to refuse return items not sent through the system in a timely manner?
5. Does the bank assign float to return items?

Tab 7: Electronic Deposit Reporting

1. Can the bank provide electronic reporting of deposit detail (ACH's and merchant cards) activity? On what frequency is the information available (ie: daily, weekly and monthly)?
2. Can multiple users from multiple locations access the information? If so, can the bank restrict users to accessing only portions of the information? Do users have the flexibility to access only portions of the information?

3. Is the transmission a BAI formatted file? If not, what type of format can be provided?
4. Describe the technical support available to aid in electronic data submissions.
5. What type of output media is available for deposit reporting (ie: mailed paper report, magnetic tape, cartridge, CD-ROM, USB, or electronic transmission)?
6. The County requires multiple user to have concurrent access to view balance reporting. How many concurrent users for viewing account balances does your system allow?

Tab 8: Wire Transfers

1. What are the opening hours and the cut-off time in Eastern Standard Time for initiating wire transfers to ensure same-day execution? List by type of transfer and method of communication.
2. What is the cut-off time for incoming domestic wire transfers to receive same day credit?
3. Does the bank provide end of daytime extensions for processing if Fed wire hours are extended? If so, how would the company be advised?
4. When and how can a wire transfer be canceled after the County releases it to the system? What is the latest time in the day to cancel? Is there a charge for cancellation?
5. How does the County track the status of transfers once the transfer is in the system (input, approved and released)? How does this differ for telephone-initiated wire transfers?
6. What is the bank's policy in case of a wire transfer failure for which the County has confirmed receipt of instructions?
7. How and when is the County notified of a failed wire transfer?
8. How is the customer's access to the bank's wire transfer systems controlled?
9. Does the bank offer its customers dual control release options (intermediary approval level) for electronically initiated transfers? If so, describe.
10. Is security the same for repetitive and free form wires initiated by all of the methods listed above? If not, how does it differ?
11. Are security codes (passwords) encrypted or authenticated? Is a Log-On Report available showing all log on over a given period, including User ID, date and time?
12. Can dollar limits by user and function be established for single transaction amounts and daily aggregate amounts?
13. What controls has the bank put in place to prevent wire transfer fraud? What protocol would be in place in incident of breach or fraudulent activities identified?

Tab 9: Transaction Research

1. Does the bank adjust the deposit amount or process an adjusting debit or credit? The County requires supporting documentation on any debit or credit correction memo.
2. Within what time frame can the bank provide requested copies or documentation? What delivery options are available?

Tab 10: Disaster Recovery and Control

1. Describe the bank's electronic data procedures and/or manual system used to provide banking services along with backup and recovery capabilities.
2. Where are off-site facilities located?
3. How quickly can the "hot" site be implemented in case of an emergency?
4. Provide a detailed description of the controls in place to insure the integrity of the funds transfer system.
5. Describe the types of insurance and bonding carried.

Tab 11: Account Reporting

1. Will the account reporting system provide beginning and ending ledger (book) balances, collected balances, available balances and float assignment?
2. What current-day reporting is available through the reporting system?
3. How many business days is data stored on the reporting system and available for the County to access?
4. What technical specifications will be required by the County's system?
5. Is specific software required to communicate with the bank's system?

Tab 12: Image Processing

1. Describe the bank's current image processing capabilities.
 - a. Do they include "on-line" access to return and adjustment images?
 - b. If not currently available, when does the bank plan to implement image services?
 - c. What are the hardware and software requirements for the County?

Tab 13: Lockbox Services

1. Proposals should address each of the following questions from the Bank Administration Institute's (BAI) Lockbox Questionnaire. Also, please indicate if third-party collectors are able to electronically transmit payment and account information directly to the lockbox operations.

Mail Processing

2. Please provide the lockbox location (address) that will serve the County. Please describe the flow and processing of mail in the proposer's main (and substations if used) mail facility.
3. Please indicate separately the post office's processing hours for incoming and outgoing mail during the week and on weekends.
4. Does the proposer have a unique five-digit ZIP code assigned exclusively for the receipt of lockbox items? If not, please state the number of addresses sharing the ZIP code and the monthly volume for the entire ZIP code.
5. Is the proposer's unique ZIP code included in the post office's first sorting pass?
6. Can the proposer assign a nine-digit ZIP code by lockbox number?
7. If the mail delivered directly to the lockbox from the post office? If not, please describe each delivery phase and the associated time delay.
8. Please list the proposer's schedule for post office pickups of lockbox mail for weekdays, weekends and holidays.
9. Who performs the fine sort per box number, the proposer or the post office? If the proposer sorts the lockbox mail, please describe the proposer's mail sorting operation (Include manual and automated handling, ability to read bar codes, peak volume, and contingency plans).

Lockbox Processing

10. Please describe the major components of the proposer's lockbox processing procedures. This should include the overall method of processing, what equipment does the processor use, and what is the output capacity per hour?
11. Please highlight the proposer's quality control checkpoint and the components that are directly controlled by the lockbox manager. Please include a schematic or flow chart of the processing procedures.
12. Please list the major equipment the proposer uses for the lockbox operation, mail sorting, encoding, microfilming, photocopying and cash letter sorting, etc.
13. a) What is the proposer ledger cutoff time for lockbox deposits? b) What is the latest mail pick up to be included in the last deposit? c) Will the proposer process and deposit all of the County's payments on the same ledger day as received? If not, when are these items deposited? Please describe any priority handling of items for certain lockbox customers (ie: large-dollar volume customers). How is priority handling determined and is this a negotiable feature of lockbox processing?
14. When are the lockbox peak periods (weekly and monthly) and what arrangements are made to handle the increased volume?
15. Does the lockbox process both wholesale and retail payment on the same equipment? If yes, how are payments prioritized for processing?
16. What are the average monthly output volumes for the proposer's retail lockboxes during the last six months (items, dollars, number of lockboxes and number of customers)?
17. How many employees (six-month average) are directly assigned to the proposer's lockbox operation?
18. Please break out the total number of employees by **shift** and by supervision, administration, and production. (Administration should include customer services, mailroom, proof encoding, computer room, photocopying, and other similar non-processing personnel).

19. What is the seniority of the lockbox supervisors and managers? What was the employee turnover rate (number of employees leaving the department divided by the number of employees authorized in the department) for the lockbox department during the past calendar year?
20. Please describe the proposer's error control system for items within the lockbox.
21. Is there a formal procedure for responding to error and adjustment inquiries from lockbox customers? If yes, please describe this procedure, including the response time and proposer's contact area.
22. In case of an automated system failure, what backup arrangements does the proposer have for lockbox processing?
23. Please describe any future enhancements to the lockbox service that are currently under development; for example, check processing and fund availability.
24. Please describe the major components of the transit procedures and how they interface with the lockbox. Who is responsible for encoding checks processed by the lockbox?

Tab 14: Data Transmission

1. Please describe the proposer's procedures for the capture and transmission of remittance detail, such as account or invoice number and other data for automated posting of accounts receivable records. Does the proposer retain the actual check in the lockbox until data capture is completed or send the check for collection prior to data capture? Please include the type and quality of equipment used and whether the lockbox manages it. What back-up arrangements exist should the system fail?

Tab 15: Service Fees

1. Provide the proposed prices for the list of basic Lockbox Services as presented in Section XVII. Prices and Services Chart.
2. After the initial 5-year term, any and all fee modifications are subject to approval by the Purchasing Manager.
3. Please provide a sample invoice for the County account.

Tab 16: Implementation

1. Provide a copy of all agreements that will be required to initiate Lockbox Services.
2. Provide a detailed description of the implementation process, including testing and a sample implementation schedule.
3. What is the lead time required for implementation, based on an implementation date of January 01, 2023. What are the critical factors that may impact that lead time?
4. Describe materials available and/or any on-site training provided by the Lockbox staff.
5. Does the Lockbox provider assign an implementation team?

Tab 17: Custodial/Safekeeping Services

1. Describe any investments that would be available to the County on a sweep arrangement. Provide a complete listing of associated fees and/or administrative charges in Section VI.
2. Are security transactions settled on an actual or contractual basis? How will you compensate the County for failed security?
3. When do you credit interest and dividends?
4. Provide a listing of cut off times for notification of securities transactions. Please specify if the cut off times vary for different types of securities.
5. Describe any sub-custodial arrangements that would be used for securities belonging to the County. Fully describe the roles and responsibilities of each sub-custodian, if applicable.
6. Describe how the financial institution interacts with investment managers.
7. Do you provide custodial information to clients through an online inquiry/reporting service?
8. Describe the custodial relationship between the institution and the Federal Reserve Bank.
9. Describe in as much detail as possible any plans to sell, merge or dramatically change the institution's corporate trust business.
10. Based on the scope of custodial/safekeeping services described herein and the following assumption, please calculate the monthly fee for services rendered for a typical year as follows:

Tab 18: Additional Services

Include information on any other cash management services currently provided or planned by the bank that may benefit the County.

Tab 19: Customer Service and Quality

1. Indicate the bank's customer service organization structure (choose one):
 - Separate customer service department for depository services;
 - Centralized customer service department for depository services;
 - Customer service function contained within depository services operating unit(s).
2. Will a specific customer service representative be assigned to handle the County?
 - a. Describe the responsibilities of the customer service personnel, including the chain of command for problem resolution.
 - b. Is local customer service support available for the customer's depositing locations?
3. What are the hours of operation of the customer service unit?
4. How does the bank handle inquiries that require research and adjustments?
5. Are there established turn-around times for research and adjustment items? If yes, specify.
6. Does the bank provide technical customer support for computer hardware, software, and communications problems?

Tab 20: Bank Fees

1. Provide the proposed prices for the list of banking services as presented on the Prices and Services Chart.
2. Would the County order deposit tickets and other supplies through the bank or directly from a vendor? How are the charges handled?
3. Will the bank cash the County's payroll checks without charge? If not, what is the charge? Is a check cashing agreement required? If yes, include a copy. What controls are in place to minimize check fraud?
4. Is there a fee or other assessment for FDIC Insurance? If so, how does the bank calculate the charge?
5. How does the bank charge for overdrafts? Does the bank charge for use of uncollected funds? If so, how is the charge calculated?
6. How soon after the close of billing period is the account analysis available to the County?
7. How are adjustments reflected on the account analysis?
8. If the bank's account analysis available electronically via the Internet?
9. Please describe the procedures used to adjust bank statements and to assure a corresponding adjustment to account analysis statement. How is the adjustment handled if the analysis period has already ended?
10. Please list any additional fees for additional services not specifically requested related to conversion, training and/or other Banking Services. Fees for Banking Services not indicated within this proposal, will be considered provided at no additional cost than what is submitted in the proposal.

Tab 21: Payment for Banking Services

Proposer shall provide an analysis comparing service fees paid by compensating balances versus direct fees for each of the proposing services. The County reserves the right on an annual basis to change between compensating balances and direct fees.

Tab 22: Conversion

1. Describe a conversion plan to transfer assets of the County to your financial institution.
2. What lead time do you expect will be necessary before the conversion begins?
3. Indicate your plans for educating and training the County employees in the use of your systems.
4. Indicate any and all costs associated with conversion and/or training.

Tab 23: Reporting

1. Describe the frequency and format of reports that you would provide to the County.
2. Include sample reports and records.
3. Is the bank willing/able to develop customized reports? If so, please provide specific pricing information.

Tab 24: References

1. Provide five (5) public references including the length of time the proposer has provided services, client name, contact personnel, address, email and phone number. It is the responsibility of the Proposer to ensure contact information is accurate and accessible for contact by the County.

Tab 25. Required Forms

- Signed/Notarized Request for Proposal
- Contractor's Affidavit of Scrutinized Companies
- Confirmation of Drug-Free Workplace Form
- Non-Collusion Affidavit of Prime Proposer
- Public Entity Crime Form
- Foreign Influence Disclosure Form

Evaluation of proposals will be conducted by a Selection Committee comprised of qualified County staff. The committee will evaluate, score and rank all responsive proposals based upon the information and references contained in the proposals submitted. Once each member of the Selection Committee has rated each proposal and completed a rating sheet, a composite is developed which indicates the Committee's collective ranking of the highest rated proposal in a descending order. Based on the response to this RFP, the Selection Committee will select the #1 ranked firm to move forward with negotiations.

The following criteria will be used for evaluating Proposals for Brevard County and will be based on certain objective and subjective considerations as listed below:

Criteria	Points
• Letter of Introduction	Y/N
<ul style="list-style-type: none"> • Qualifications and Experience • Personnel • Relevant experience managing similar relationships • Customer Service and Problem Resolution • Bank Locations (ie; availability for personal services and consultation) • The experience, resources, and qualifications of the financial institution and individuals 	25 POINTS
• Does the Contractor have the ability to meet the Scope of Work of the RFP: interest & earnings credits; deposit processing; vault services; return item processing; electronic deposit reporting; wire transfers; transaction research; disaster recovery & control; account reporting; image processing; lockbox services; data transmission; custodial/safekeeping services	30 POINTS
• References	15 POINTS
Proposed Fee and Compensation*	30 POINTS*
TOTAL SCORE	100

* Pricing will be objectively scored as shown below by Purchasing staff. The lowest priced Proposal receives the maximum weighted score for the price criteria. Other proposals will receive a percentage of the weighted score based on the percentage differential between the lowest proposal and the other proposals. All weighted scores are then multiplied by the maximum score available (ie. 5%) to determine the total percentage awarded.

<u>VENDOR</u>	<u>PRICE % AWARDED</u>	<u>X</u>	<u>WEIGHT</u>	<u>=</u>	<u>WEIGHTED SCORE</u>
A	\$20,000 (100%)		45%		45
B	\$25,000 (80%)		45%		36
C	\$28,000 (71%)		45%		31

PROPOSER'S WARRANTY

The undersigned person by his/her signature affixed hereon warrants that (a) he/she is an officer of the institution submitting the proposal; (b) he/she has fully read and understands this RFP and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided, and the conditions under which the services are to be performed; and (c) acknowledges that the institution has no objection to incorporating the Request for Proposal and its responses to it as an attachment to the contract we may mutually develop for the provision of banking services.

Name of Institution

Signature

Date

Address

Telephone Number/Facsimile Number

Email Address

PRICES AND SERVICES CHART

Listed below is a summary of the average monthly volumes for the various types of services currently being utilized by the County. This information was based, in part, on monthly average volumes. Volumes are estimated and not guaranteed as minimums or maximums. In addition, based on the information contained in this proposal, provide unit charges for the new services, as outlined in the proposal. Proposers must use this format, adding any other service fees that will be charged. Additionally, Proposers are requested to provide the information below electronically (Excel is preferred) to the County.

	AVERAGE	UNIT CHARGE	MONTHLY
** GENERAL BANKING SERVICES **			
MONTHLY ACCOUNT MAINTENANCE FEE	5		
CREDITS POSTED	550		
ITEMS DEPOSITED - ON-US	84		
ITEMS DEPOSITED - IN STATE	362		
ITEMS DEPOSITED - OTHER	205		
WLBX ON-US DEPOSITED ITEM	83		
WLBX TRANSIT DEPOSITED ITEM	611		
CHECKS PAID AND OTHER DEBITS	1,946		
CHECK FEES - DEPOSITS	2		
COIN ORDER PER ROLL	29		
CURRENCY ORDER PER \$1	405		
COIN AND CURRENCY DEPOSITED	54,974		
RDI SPECIAL HANDLING MAINT	1		
RETURNED DEPOSITED ITEM FEE	8		
REDEPOSIT (RECLEARED) RET ITEM	7		

** VAULT SERVICES **			
VAULT MONTHLY MAINTENANCE	17		
CASH VAULT DEPOSITS	227		
VAULT CASH DEPOSITED PER DOLLAR	74,070		
VAULT DEPOSIT CORRECTION	20		
VAULT DEPOSIT ITEMS - ON-US	317		
VAULT DEPOSIT ITEMS IN-STATE	2,043		
VAULT DEP ITEMS - OTHER	2,138		

VLT COIN DEPOSIT STANDARD BAG	3		
VAULT COIN DEPOSIT SUB TO CNT	29		

** WIRE TRANSFER SERVICES **			
INCOMING DOMESTIC WIRE	2		
TM DOMESTIC NON-REP WIRE	20		
TM BOOK TRANSFER NON-REP	5		
BOOK TRANSFER CREDIT	1		

** ACH SERVICES **			
ACH RECEIVED CREDIT	1,307		
ACH RECEIVED DEBIT	166		
ACH NOTIFICATION OF CHANGE	14		
ACH RETURN TRANSACTION	9		
DT/DLTY ACH MONTHLY MAINT	1		
TOTAL ACH ORIGINATED ITEMS	3,042		
ACH ORIGINATED ADDENDA RECORD	7		
ACH BLANKET BLOCK MAINTENANCE	1		
ACH POSITIVE PAY MONTHLY MAINT	2		
TM ACH FILE UPLOAD	5		
TM ACH BATCH PROCESSING FEE	11		

** EDI SERVICES **			
EDI MONTHLY MAINT RECEIVABLES	1		
EDI TRANSACTION RECEIVABLES	1,472		
** RECONCILIATION SERVICES **			
CD-ROM MAINTENANCE	1		
CD-ROM ITEMS	1,850		
CD-ROM DISC	1		
CD-ROM DUPLICATE DISC	1		

CD-ROM ADDITIONAL ACCT FEE	3		
** POSPAY / REVERSE POS PAY **			
CPR/POSPAY/PAYEE D/T BANK /FILE	4		
CPR/POS PAY/PAYEE-EXCEPTIONS	6		
POSITIVE PAY - MAINTENANCE	4		
CONTROL/POSITIVE PAY - ITEMS	1,850		
** TREASURY MANAGER **			
TM/OLC MAINTENANCE FEE	1		
TM/OLC PRIOR DAY SERV/MONTH	1		
TM/OLC PRIOR DAY/ACCOUNT	5		
TM/OLC PRIOR DAY/DETAIL ITEM	4,219		
TM/OLC CURRENT DAY SERV/MONTH	1		
TM/OLC CURRENT DAY/ACCOUNT	4		
TM/OLC CURRENT DAY/DETAIL ITEM	2,060		
TM/OLC CAR REPORT	19		
TM ONLINE STOP PAYMENT	16		
TM ACH MONTHLY MAINTENANCE	1		
TM ACCOUNT TRANSFER	6		
TM WIRE TRANSFER SERVICE/MONTH	1		
** ONLINE COURIER SERVICES **			
OLC DDA STATEMENT	1		
OLC ANALYSIS STATEMENT	3		

** CASH MANAGEMENT SERVICES **			
ZBA MASTER ACCOUNT MAINTENANCE	1		
ZBA SUB ACCOUNT MAINTENANCE	3		

** WHOLESALE LOCKBOX **			
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LOCKBOX DEPOSITS	30		
WLBX IMG ITEMS SCANNED ORL	7,356		
WLBX CRRSPND BATCH MAINTENANCE	1		
WLBX IMAGE ARCHIVE 90 DAYS ORL	8,910		
WLBX MAINTENANCE - MONTHLY ORL	1		
WLBX REJECTED ITEMS ORL	81		
WLBX POSTAGE PER ITEM ORL	694		
WLBX PACKAGE PREPARATION ORL	22		
WLBX NON-REMIT MAIL/NO PAYMENT	669		
WLBX DATA CAPTURE KEYSTROKES	4,753		
WLBX IMAGE BATCH DOWNLOAD ORL	76		
WLBX STANDARD ITEM ORL	694		
WLBX STANDARD REASSOCIATION	694		
WLBX ITEM PRINT ORL	694		

** OTHER SERVICES **			

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
INDEMNIFICATION AND INSURANCE REQUIREMENTS
BANKING SERVICES
P-1-23-01

INDEMNIFICATION

The County shall be held harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services for which the County is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the Contractor, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The Contractor agrees to indemnify the County and pay the cost of the County's legal defenses, including fees of attorneys as may be selected by the County, for all claims described in the hold harmless clause herein. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

It is agreed by the parties hereto that specific consideration has been received by the Contractor under this Contract for this hold harmless/indemnification provision.

INSURANCE REQUIREMENTS

The Contractor providing services under this Contract will be required to procure and maintain, at their own expense and without cost to the County, until final acceptance by the County of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts:

General Liability Insurance policy with a \$1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.

Auto Liability Insurance which includes coverage for all owned, non-owned and rented vehicles with a \$1,000,000 combined single limit for each occurrence.

Workers' Compensation and Employers Liability Insurance Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor to provide evidence of this coverage. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor or supplier when applicable.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the Contractor shall also be protected by a Professional Liability Insurance Policy in the amount of \$1,000,000 per claim.

In the event the contract involves services related to construction projects, the Contractor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.

In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by Brevard County Insurance and Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Contractor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Contractors industry.

The Contractor shall have five (5) days to provide certificates of insurance to the County demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. **The certificate(s) of insurance (COI) shall indicate that the policies have been endorsed to cover the County as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers compensation policy is acceptable)** and that these policies may not be canceled or modified without thirty (30) days prior written notice to the County.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the Contractor under the terms of the contract. Subcontractor's insurance shall be the responsibility of the Contractor.

BANKING SERVICES

P1-23-01

DISCLOSURE FORM

FOREIGN INFLUENCE ON CONTRACTS OR GRANTS HAVING A VALUE OF \$100,000 OR MORE

Summary of Form: In order for the County to comply with section 286.101, Florida Statutes, all prospective contractors and grant recipients seeking to contract with the County, or receive a grant from the County, where said contract or grant has a value of \$100,000 or more must disclose to the County (1) any current or prior interest of, (2) any contract with, or (3) any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern) if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five years. The disclosure is specified below. Within one year before applying for any grant or proposing any Contract, such entity must provide a copy of such disclosure to the Department of Financial Services. Disclosure is not required in certain circumstances, outlined below. A Contract is any agreement for the direct benefit or use of any party to such agreement, including an agreement for the sale of commodities or services. A Gift is any transfer of money or property from one entity to another without compensation. A Grant is a transfer of money for a specified purpose, including a conditional gift. An interest in an entity means any direct or indirect investment in or loan to the entity valued at 5 percent or more of the entity's net worth or any form of direct or indirect control exerting similar or greater influence on the governance of the entity.

I. SECTION I. Please answer yes or no to each statement below:

- YES / NO I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE UNDER \$100,000. If yes, this disclosure form as been completed. Please sign and date at the bottom.
- YES / NO I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE OF OVER \$100,000. If yes, proceed to the next question.
- YES / NO I HAVE MADE A FOREIGN INFLUENCE DISCLOSURE ONLINE WITH THE DEPARTMENT OF FINANCIAL SERVICES. If yes, please proceed to SECTION IV and provide the date of the disclosure, your name and address. Then sign and date at the bottom.

II. SECTION II. Please answer yes or no to the statement below:

- YES / NO Bidder/Grantee has (1) a current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan Regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern); and (2) such interest, contract, or grant or gift has a value of \$50,000 or more; and (3) such interest existed, or such contract or grant or gift was received or in force at any time during the previous five years.

III. SECTION III. If you answered NO to SECTION II, you have completed this form. Please sign/date at the bottom. If you answered YES to SECTION II, then answer YES or NO to the following:

- YES / NO This is a proposal to sell commodities through an online procurement programs established pursuant to section 287.057(22), Florida Statutes.
- YES / NO This is a proposal from an entity that discloses foreign gifts or grants under section 1010.25 or section 286.101(2), Florida Statutes.
- YES / NO This is a proposal from a foreign source that, if granted or accepted, would be disclosed under section 286.101(2) or section 1010.25, Florida Statutes.
- YES / NO This is a proposal from a public or not-for-profit research institution with respect to research funded by any federal Agency.

IV. SECTION IV. If you answered YES to any question in SECTION III, you have completed this form. Please sign/date at the bottom. If you answered NO to all of the questions in SECTION III, then you must make the following disclosures online to the State of Florida Department of Financial Services before the County may contract with you or award you said grant. Please disclose the following:

Date Disclosure of the information below was made by Bidder/Grantee to the State of Florida Department of Financial Services online: _____

Name of Bidder/Grantee: _____

Mailing Address of Bidder/Grantee: _____

Value of the Contract/Grant or Gift: _____

Foreign Country of Concern or the Agency or other entity under the significant

Control of such Foreign country of Concern: _____

Date of Termination of the contract or interest with the Foreign Country of Concern: _____

Date of Receipt of the Contract/Grant or Gift: _____

Name of the agent or controlled entity that is the source or interest holder: _____

I verify that the information provided on this form is true and correct, and that I am duly authorized to make said binding disclosures on behalf of myself or my Company, as applicable.

Company Name _____

Signature: _____ Date: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this
_____ day of _____, _____, by (name of person making statement).

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

_____ Personally Known OR _____ Produced Identification

Type of Identification Produced _____

BANKING SERVICES
P1-23-01
CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than \$1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts \$1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF FLORIDA

COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared

_____, who, being by me first duly sworn, made the following statement:

1. The Business address of _____(name of contractor) is _____
_____. My relationship to _____(name of contractor) is _____(relationship such as sole proprietor, partner, president, vice president).
2. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a

boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

3. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.
4. _____ (name of contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
5. _____ (name of contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.
6. _____ (name of contractor) is not engaged in business operations in Cuba or Syria.

Signature

Sworn to and subscribed before me in the state and county first mentioned above on the _____ day of _____, 20____.

Notary Public

My commission expires:

(AFFIX SEAL or STAMP)

BANKING SERVICES
P-1-23-01
CONFIRMATION OF DRUG-FREE WORKPLACE FORM

In accordance with Section 287.087, Florida Statutes, "whenever two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid 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 bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 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 with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with Brevard County's General Conditions, Item 27, Drug-Free Workplace.

Business Name

P-1-23-01 Banking Services

Proposal Number and Name

Authorized Representative's Signature

Date

Name

Position

NON-COLLUSION AFFIDAVIT OF PRIME PROPOSER

State of _____

County of _____

_____, ("Affiant"), being duly sworn, deposes and says that:

- (1) Affiant is _____ of _____, the Proposer that has submitted the attached Proposal;
- (2) Affiant is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Proposal nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposal, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposal, firm or person to fix the price or prices in the attached proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Board of County Commissioners of Brevard County, Florida, or any person interested in the Contract; and
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties of interest, including affiant.

Subscribed and sworn to me before _____ me this _____ day
of _____, 20____.
(Signature)

(Notary Public)

(Title)

My commission expires: _____ (Seal)

PUBLIC ENTITY CRIME FORM

Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes:

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/quote/proposal on a contract to provide goods or services to a public entity, may not submit a bid/quote/proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/quotes/proposals on leases of rental 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.

Acknowledged: _____ Date: _____

BANKING SERVICES
P1-23-01
STATEMENT OF NO PROPOSAL

NOTE: If you do not intend to bid on this requirement, please return this form to:

Brevard County Purchasing Services
2725 Judge Fran Jamieson Way, Bldg C Suite 303
Viera, FL 32940

We the undersigned have declined to bid on your Proposal No. P-1-23-01 for the following reasons:

_____ Specifications too "tight," i.e., geared toward one brand or manufacturer only (explain below).

_____ Insufficient time to respond to the Request for Proposal (RFP).

_____ We do not offer this product or equivalent.

_____ Our product schedule would not permit us to perform.

_____ Specifications unclear (explain below).

_____ Remove our company from bid list.

_____ Other (specify below).

Remarks: _____

PLEASE PRINT

COMPANY NAME _____

COMPANY ADDRESS _____

TELEPHONE NUMBER _____

PRINTED SIGNATURE _____

AUTHORIZED SIGNATURE _____

NOTE: Failure to submit either a Proposal or a Statement of No Proposal may be cause for removal from the Brevard County Purchasing Services Contractor database.
