



CONTRACT FOR SERVICES FOR BEAUFORT COUNTY

THIS AGREEMENT (the “Agreement”) is made this 23rd day of April 2019, by and between Beaufort County, a political subdivision of the State of South Carolina (hereinafter referred to as “County”) and Wells Fargo (hereinafter referred to as “Contractor”). This Agreement shall consist of all the terms, conditions, specifications and provisions contained in RFP 030819 Exhibit “A,” the Contractor’s Proposal dated March 8, 2019 Exhibit “B,” the Contractor’s Best and Final Proposal dated April 9, 2019 Exhibit “C,” and the Recommendation for Contract Award dated April 15, 2019 Exhibit “D”.

WITNESSETH:

WHEREAS, the Contractor and the County desire to enter into an agreement relating to banking treasury and merchant services subject to the terms, specifications, conditions and provisions of the request for proposal as heretofore mentioned.

NOW, THEREFORE, the Contractor and the County agree to all of these terms, conditions, specifications, provisions and the special provisions as listed below:

- A. This Agreement is deemed to be under and shall be governed by and construed according to the laws of the State of South Carolina.
- B. Any litigation arising out of the Agreement shall be held only in a Circuit Court of Beaufort County, Beaufort, South Carolina, in the Fourteenth Judicial Circuit.
- C. The Contractor shall not sublet, assign, nor by means of a stock transfer sale of its business, assign or transfer this Agreement without the written consent of the County.
- D. This Agreement, including the terms, conditions, specifications and provisions listed herein makes up the entire contract between the Contractor and County. No other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either party hereto.
- E. It is understood that this Agreement shall be considered exclusive between the parties.
- F. Any provisions of this Agreement found to be prohibited by law shall be ineffective, to the extent of such prohibition, without invalidating the remainder of the Agreement.

NOW, THEREFORE, in consideration of mutual covenants contained herein, the parties agree as follows:

**ARTICLE 1
DESCRIPTION**

The scope of work consists of banking treasury and merchant services and includes but is not limited to the services communicated in RFP 030819 Exhibit "A," the Contractor's Proposal dated March 8, 2019 Exhibit "B," and the Contractor's Best and Final Proposal dated April 9, 2019 Exhibit "C".

**ARTICLE 2
LIABILITY**

The County and Contractor shall not be responsible to each other for any incidental, indirect or consequential damages incurred by either Contractor or County or for which either party may be liable to any third party which damages have been or are occasioned by services performed or reports prepared or other work performed hereunder, except as provided in Article 3 below.

**ARTICLE 3
INDEMNIFICATION AND HOLD HARMLESS**

The Contractor does hereby agree to indemnify and save harmless the County, its officers, agents and employees from and against any and all third party liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and on appeal of any kind and nature to the extent arising or growing out of or in any way connected with the negligent performance of the Agreement, by Contractor, its agents, servants or employees; provided, however that any such liability or damages shall be reduced to the extent caused by the acts or omissions of the County.

**ARTICLE 4
ASSIGNMENT**

Contractor shall not assign or subcontract any rights or duties of this Agreement, except to an affiliated company, without the expressed written consent of the County, which consent shall not be unreasonably withheld, conditioned or delayed. Any assignment or subcontract without the written consent of County shall be void and this Agreement shall terminate at the option of the County.

**ARTICLE 5
TERM**

The term of this Agreement is for five years, beginning on the first of the month subsequent to the signing of the contract, with two, subsequent, two-year renewals.

ARTICLE 6 COMPENSATION

Compensation is based on the Contractor's proposed fees as outlined in their proposal dated March 8, 2019 Exhibit "B," and the Contractor's Best and Final Proposal dated April 9, 2019 Exhibit "C" and applies to the five year team as well as the two, subsequent, two-year renewals. Payments will be made as outlined in Article 18.

The County and the Contractor agree that the Contractor will utilize a compensating balance structure for the payment of banking and treasury fees, which entails an Earnings Credit Rate of 1.50% being applied to all account balances in order to offset fees, and will settle annually. Any fees in excess of the Earnings Credit earnings will be drafted from an account selected and identified by the Beaufort County Treasurer.

For merchant services, the County and the Contractor agree that the Contractor will charge a merchant service fee (also referred to as a convenience fee) of 2.35%. With the exception that a service fee of 1.00% will be charged for debit card transactions processed through IVR and, when available, over the counter transactions. Merchant services fees will be collected from and paid by the customer during the transaction, and withheld by the Contractor from the County when collections are deposited to the County for the purposes of satisfying the merchant service fees. The County is not responsible for nor will be charged the merchant service fee.

ARTICLE 7 INSURANCE

Contractor does hereby covenant, agree and hereby represent to the County that it has obtained worker's compensation insurance, general liability and automobile liability insurance, as well as providing coverage against potential liability arising from and in any manner relating to the Contractor's use or occupation of the premises during the course of performing the contracted services, all in accordance with and as described in the County's RFP 030819.

INSURANCE REQUIREMENTS: Prior to commencing work hereunder, Contractor, at its expense, shall furnish insurance certificate showing the certificate holder as Beaufort County, P.O. Drawer 1228, Beaufort, SC 29901-1228, Attention: Purchasing Director and Risk Management and with a special notation naming Beaufort County as an Additional Insured on the general liability coverages. If not otherwise specified, the minimum coverage shall be as follows:

1. Workers' Compensation Insurance - Contractor shall have and maintain, during the life of this contract, Worker's Compensation Insurance for its employees connected to the work/delivery, in accordance with the Statutes of the State of South Carolina and any applicable laws.
2. Commercial General Liability Insurance - Contractor shall have and maintain, during the life of this contract, Commercial General Liability Insurance. Said Commercial General

Liability Policy shall contain Contractual Liability and Products/Completed Operations Liability subject to the following minimum limits: BODILY INJURY of at least \$1,000,000 PER PERSON, \$1,000,000 PER OCCURRENCE; PROPERTY DAMAGE of at least \$1,000,000 PER OCCURRENCE; or BODILY INJURY/PROPERTY DAMAGE of at least \$1,000,000 COMBINED SINGLE LIMIT.

3. Comprehensive Automobile Liability Insurance - The Contractor shall have and maintain, during the life of this contract, Comprehensive Automobile Liability, including non-owned and hired vehicle, of at least \$1,000,000 PER PERSON, \$1,000,000 PER OCCURRENCE; PROPERTY DAMAGE of at least \$1,000,000 PER OCCURRENCE, or BODILY INJURY/PROPERTY DAMAGE of at least \$1,000,000 COMBINED SINGLE LIMIT.
4. The required insurance policy at the time of issue must be written by a company licensed to do business in the State of South Carolina and be acceptable to the County.
5. The Contractor shall not cause any insurance to be canceled or permit any insurance to lapse. If any of the policies required hereunder shall not canceled or non-renewed, it shall be replaced with no coverage gap and a current certificate of insurance will be provided immediately thereafter. Certificates of Insurance shall contain transcript from the proper office of the insurer, the location, and the operations to which the insurance applies, and the expiration date.
6. The information described above sets forth minimum amounts and coverages and is not to be construed in any way as a limitation on the Contractor's liability.

ARTICLE 8 DEFAULT

In the event of default or breach of any condition of this Agreement resulting in litigation, the prevailing party would be entitled to reasonable attorneys' fees fixed by the Court. The remedies herein given to County shall be cumulative, and the exercise of any one remedy by the County shall not be to the exclusion of any other remedy.

ARTICLE 9 TERMINATION

This Agreement may be terminated by the County, 'for convenience', 'for cause,' or 'by mutual consent' as described in RFP 032819.

In the event that Contractor fails to perform (or fails to commence the cure of any breach, which shall be diligently prosecuted in good faith) the services described within five (5) business days of its receipt of a written demand from the County, the County may terminate the Agreement immediately upon notice provided such notice is at least five (5) business days following the

County's notice of non-performance. In the event that the County breaches any of the terms of this Agreement including, but not limited to, non-payment, and fails to cure such breach within fifteen (15) business days of its receipt of a written demand from the Contractor, Contractor may terminate the Agreement immediately upon notice, provided such notice is at least fifteen (15) business days following the Contractor's notice of breach. Upon such termination, the County has the right to award a Contract to an alternate contractor.

**ARTICLE 10
COUNTY RESPONSIBILITIES**

The County will be responsible to provide the Contractor reasonable access to County locations when necessary, ensure cooperation of County employees in activities reasonable and appropriate under the project, and obtain authorization for access to third party sites, if required.

**ARTICLE 11
FORCE MAJEURE**

Should performance of Contractor services be materially affected by causes beyond its reasonable control, a Force Majeure results. Force Majeure includes, but is not restricted to, acts of God, acts of a legislative, administrative or judicial entity, acts of contractors other than subcontractors of Contractor, fires, floods, labor disturbances, and unusually severe weather. Contractor will be granted a time extension and the parties will negotiate an adjustment to the fee, where appropriate, based upon the effect of the Force Majeure upon Contractor's performance.

**ARTICLE 12
SEVERABILITY**

Every term or provision of this Agreement is severable from others. Notwithstanding any possible future finding by a duly constituted authority that a particular term or provision is invalid, void, or unenforceable, this Agreement has been made with the clear intention that the validity and enforceability of the remaining parts, terms and provisions shall not be affected thereby.

**ARTICLE 13
INDEPENDENT CONTRACTOR**

The Contractor shall be fully independent in performing the services and shall not act as an agent or employee of the County. As such, the Contractor shall be solely responsible for its employees, subcontractors, and agents and for their compensation, benefits, contributions and taxes, if any.

**ARTICLE 14
NOTICE**

The Contractor and the County shall notify each other of service of any notice of violation of any law, regulation, permit or license relating to the services; initiation of any proceedings to revoke

any permits or licenses which relate to such services; revocation of any permits, licenses or other governmental authorizations relating to such services; or commencement of any litigation that could affect such services. Such notice shall be delivered by U. S. mail with proper postage affixed thereto and addressed as follows:

County: Beaufort County Treasurer
Attn: Mrs. Maria Walls
P. O. Drawer 487
Beaufort, SC 29901

Beaufort County
Attn: Beaufort County Purchasing Director
P. O. Drawer 1228
Beaufort, SC 29901-1228

Contractor: Wells Fargo
Attn: Mr. William Taylor
16 Broad Street
Charleston, SC 29401

ARTICLE 15 CHANGE ORDERS

Should the Scope of Work as noted in Article 1 of this Agreement change as a result of:

- a) County requested changes to the approved Scope of Work, or
- b) Increase in work needed to complete any approved Change Order as a result of unexpected occurrence outside of the control of the Contractor, or
- c) The County requests additional Change Orders from the Contractor,

Then the Contractor will prepare and submit to the County an amendment to the applicable Change Order, or where no Change Order is in place of such additional services, the Contractor will prepare a Change Order for the County's review. No additional services will be undertaken by the Contractor without the approval of a Change Order or Change Order Amendment by the County.

ARTICLE 16 AUDITING

The Contractor shall make available to the County if requested, true and complete records, which support billing statements, reports, performance indices, and all other related documentation. The County's authorized representatives shall have access during reasonable hours to all records, which are deemed appropriate to auditing billing statements, reports, performance indices, and all other related documentation. The Contractor agrees that it will keep and preserve for at least seven years

all documents related to the Agreement, which are routinely prepared, collected or compiled by the Contractor during the performance of this Agreement.

ARTICLE 17 GRATUITIES

The right of the Contractor to proceed or otherwise perform this Agreement, and this Agreement may be terminated if the County Administrator or his appointed designee determine, in their sole discretion, that the Contractor or any officer, employee, agent, or other representative whatsoever, of the Contractor offered or gave a gift or hospitality to a County officer, employee, agent or Contractor for the purpose of influencing any decision to grant a County Contract or to obtain favorable treatment under any County Contract.

ARTICLE 18 INVOICES

The County and the Contractor agree that the Contractor will utilize a compensating balance structure for the payment of banking and treasury fees, which entails an Earnings Credit Rate of 1.50% being applied to all account balances in order to offset fees, and will settle annually. Any fees in excess of the Earnings Credit earnings will be drafted from an account selected and identified by the Beaufort County Treasurer.

For merchant services, the County and the Contractor agree that the Contractor will charge a merchant service fee (also referred to as a convenience fee) of 2.35%. With the exception that a service fee of 1.00% will be charged for debit card transactions processed through IVR and, when available, over the counter transactions. Merchant services fees will be collected from and paid by the customer during the transaction, and withheld by the Contractor from the County when collections are deposited to the County for the purposes of satisfying the merchant service fees. The County is not responsible for nor will be charged the merchant service fee.

ARTICLE 19 PURCHASE ORDERS

The County will issue Purchase Orders from properly executed requisitions for this Agreement and each approved Change Order. The County shall not be responsible for invoices of \$500 or more that do not have a purchase order covering them.

ARTICLE 20 ORDER OF DOCUMENTS

The following are incorporated into and made a part of this Agreement by reference:

- a) RFP 030819 Exhibit "A"
- b) Wells Fargo's Proposal dated March 8, 2019 Exhibit "B"
- c) Wells Fargo's Best and Final Proposal dated April 9, 2019 Exhibit "C"
- d) Recommendation for Contract Award dated April 15, 2019 Exhibit "D"

**ARTICLE 21
TOTAL AGREEMENT**

This Agreement constitutes the entire contract between the parties hereto. No representations, warranties or promises pertaining to this Agreement have been made or shall be binding upon any of the parties, except as expressly stated herein.

This Agreement shall be construed in accordance and governed by the laws of the State of South Carolina.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

WITNESSES:

BEAUFORT COUNTY, a political
Subdivision of the State of South Carolina

Signature: _____

Name: Maria Walls
Beaufort County Treasurer
P. O. Drawer 487
Beaufort, SC 29901
Phone: 843-255-2586
Fax: 843-255-9444
Date: _____

WITNESSES:

Wells Fargo

Signature: _____

Name: _____

Address: _____

Phone: _____

Email: _____

Date: _____

Exhibit "A"



Request for Proposal for
Banking/Treasury
Services/Electronic Payments
for
Beaufort County
RFP #: 032819

Issued: February 8, 2019

Due:

Phase 1: March 8, 2019

Phase 2: March 28, 2019



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Introduction

Purpose

Beaufort County (“the County”) is issuing a Banking/Treasury Services/Merchant Services Request for Proposal (RFP). The County wishes to update its banking relationship with treasury services that reflect available technology in order to gain internal efficiencies. The County also recognizes the importance to maximize the value on all cash in order to minimize the burden to its constituents.

About the County

Please use the following links to learn more about the County

1. [About the County](#)
2. [About the County Treasurer](#)
3. [CAFR/Audited Financials](#) - Most recent and historic
4. [Investment Policy Statement](#) - IPS governs safety and security of all investments, including bank products and bank deposits.

Current Account Structure

Appendix A discusses the County’s current account structure, including a high-level summary of activity associated with each account. The purpose of this depiction is to allow the respondents the opportunity to highlight, through the presentation of Phase 2 (explained in further detail below), advantageous opportunities of differentiation through the current and desired account structure and to propose other services that can provide value to the County. At a minimum the County will continue with all accounts as listed. However, ZBA structures will be considered as well as other recommendations made in Phase 2 if showing value both financially and through operational efficiency.

Objectives

The County wishes to enter into a long-term, well-rounded banking relationship - sustainable and attractive to all parties involved. In doing so, the County seeks to accomplish the following objectives:

- Maintain a long-term customer-centric banking relationship;
- Have access to a user-friendly, intuitive bank services portal;
- Gain operational efficiencies through the use of treasury services/technology;
- Reduce check volume (both those received for payments and those issued for disbursements);
- Maximize the value of every dollar; and,
- Ensure competitive pricing.

The initial length of the contract is anticipated to be five years, with two 2-year options to renew.



Deposits & Investments

The purpose of this RFP is not for outside investment firms, but respondents are encouraged to share unique opportunities within their institution to earn additional interest on all monies. However, any services that have an investment purpose (e.g. money market deposit/savings accounts), must comply with all state laws governing the investment and collateralization of public funds.

Accounting Software

The County's accounting software is MUNIS Version 11.2, provided by Tyler Technologies. By the time the RFP process is completed the County will be upgraded to Version 11.3.

The modules available to use by the County include:

- General Revenues (includes, payment processing, accounts receivable and general billing)
- Accounts Payable
- Budget
- General Ledger
- Purchase Orders
- Requisitions
- Account Receivable
- General Billing
- HR Management/Payroll
- Business License
- Central Property
- Permits and Code Enforcement

Later in the RFP process, respondents will need to confirm capability to integrate services, send & receive securely to and from the accounting software without manual intervention (straight through processing (STP), and otherwise facilitate information exchange efficiently and effectively with the accounting software. This can be done via SFTP (Secure File Transfer Protocol), online file transfer or other available methods.

Scope of Services

The County currently has a banking relationship with one financial institution and the State Local Government Investment Pool (LGIP) as well as a brokerage relationship with the financial institution currently providing the County banking services. LGIP and brokerage services are not being replaced unless a net benefit is proposed to the County.

Appendix A provides a list of all Treasury Services used over the past 12 months. Total volume and current unit price for those 12 months are also provided. At a minimum a



new contract will mirror all current services. However, the County is open and supportive of altering its account structure to gain operational efficiencies. In the Phase 1 qualifying round respondents will be providing responses that provide insight into the overall capabilities of the financial institution. In Phase 2, if needed, those selected will be able to provide an account structure proposal that is designed to help the County realize operational efficiencies.

Transaction volumes are provided as a guide to volume usage, but it is fully anticipated that usage will change through implementation of more efficient banking services. We make no attempt to project how volume usage will change.

Limited merchant services are included in this RFP and are not guaranteed to be awarded. The County is interested in knowing who is able to provide these services and to receive costs proposals. Appendix B provides the location and volume information.

The County's current merchant services pricing is 2.5% fee on credit card and debit card transactions. The County is aware of a recent proposer to another large South Carolina County offering a convenience fee of 2.39%. A lower, more competitive convenience fee for the County's taxpayers and citizens is desired. The County currently has 16 card readers across three departments. Combined there are 32 direct users and eight back-office users. Over the term of the banking agreement, this is subject to change.

Currently, the County accepts tax payments by credit/debit card payments by walk-ins and over the phone, which are the services that fall within the scope of this RFP. The County desires to accept multiple brands of credit/debit cards that cover a majority of the available credit/debit card market. The County currently accepts Visa, Discover, American Express and MasterCard.

Historic & Current Cash Balances

Appendix A highlights the County's historical cash balances between all current operating accounts (does not include LGIP balances). It is not to be assumed that the County will continue to hold the current deposit levels. Pricing should be based upon transaction volume and not upon historic balances. The County is willing to pay fees if greater value is available for those funds. Pricing points will be determined on the ECR and the overall cost based on historic transaction volume and proposed unit cost. Other services not currently used and the ability to share related pricing will be available through the online response portal, but these will not be included in the overall price comparison, but may be used subjectively to impact the Service Capability or Proposed Innovation scores (see Phase 1 Score Weighting below).



General Process

The selection process will take place in three phases. Phase 1, or the Qualifying Round, will be based on banking services utilized and the respondents overall capabilities. All responses will be submitted online through BankingRFP.com and Vendor Registry on the County's Website. A mandatory pre-bid web conference will be provided prior to opening of the online response system (see *Schedule of Events* for more information). UP to three finalists will be selected to move onto Phase 2. Phase 2 will require an in-person presentation. A finalist will be selected to move forward to Phase 3 where final contract negotiations with the preliminary finalist will occur. Each phase is described in further detail below.

This solicitation does not commit Beaufort County to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. The County reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified offerors, or to cancel in part or in its entirety this proposal, if it is in the best interests of the County to do so.

RFP Contact

Questions regarding this RFP should be sent in writing (preferably via e-mail) and may be sent through Vendor Registry. Questions must be sent by the deadline shown in the schedule table later in this document and must be submitted to the Beaufort County Purchasing Department to:

David L. Thomas, CPPO, CPPB
Purchasing Director
Email: dthomas@bcgov.net
Fax: (843) 255-9437

Answers to questions received that change and/or clarify this solicitation will be posted on the County's website at www.bcgov.net and accessed by clicking on the Bid Opportunities option. If it becomes necessary to revise any part of this RFP, addenda will likewise be posted on the County's website. Offerers must acknowledge receipt of all addenda in BankingRFP.com and, if selected for Phase 2, in the text of their final proposal.

All official correspondence in regard to the requirements, terms, and conditions should be directed to and will be issued by the Purchasing Department. Offerors are cautioned that the County assumes no responsibility for oral explanations or interpretations of solicitation documents.

All material submitted in response to this RFP shall become the property of the County



and will not be returned to the Offeror. The content of each Offeror's proposal shall become public information once a contract has been awarded.

Overall - creativity is encouraged, meeting the needs of the County while defining a well-rounded relationship within the changing landscape of public banking. This document provides the outline of services sought. If a responding institution wants to propose services it deems to be superior or more appropriate than the one requested, the responding institution should make the case, provide appropriate pricing, and an example of how it would provide a net benefit (Phase 2).

Phase 1 - Qualification Round:

Phase 1 responses are subject to three criteria:

1. Overall service capability of the institution as determined by responses to the online response form.
2. Pricing associated with services currently being used and substitute pricing/services the respondent feels are more appropriate, but not currently being used. The online response form is based on all treasury services used within a 12-month period (December 2017 - November 2018).
3. Reputation as provided by references. Three references of current clients must be submitted. It is preferred that one client be new (within the last 12 months) and one long-term (more than 3 years). Additionally, it is preferred that at least one reference be within the State of South Carolina. The County reserves the right to contact any government with which submitting entity provides similar services if the service provider is known through various associations.

Merchant Services will have a separate Q&A section as well as pricing section. Interested parties must respond to these sections.

Additional information requiring a response, but are not subject to scoring weight, are certifying you have read and will abide by the County's standard procurement policies. Negative responses may be means for disqualification.

The above information will be provided through the portal BankingRFP.com. Only one user will be able to respond to the requested information for each institution. Once all areas have been completed, a PDF document will be created. In order to do business with Beaufort County, vendors must register with the Purchasing Department through the Vendor Registration system, powered by Vendor Registry. The completed PDF document from BankingRFP.com portal must be uploaded by the deadline to the County through the Purchasing Department's Vendor Registry. The County may reject any quotes, bids, proposals and qualifications submitted by businesses that are not registered. Registering also allows businesses to identify the type of goods and services they provide so that they may receive email notifications regarding relevant solicitations out for bid.



To register with the County go to www.bcgov.net and go to the Purchasing Department's page and click on Vendor Registration. Once registered you may submit your proposal through the solicitation section in Vendor Registry. The registration cost is free to vendors.

Cost Proposal

An online response template will be provided through the BankRFP.com portal and is required for use. Transaction volume is provided in Appendix A for the period December 2017 through November 2018. Because we are seeking creative and tailored responses, and banking services pricing differ from bank to bank, room is provided within the template to add "substitute" pricing, and additional appropriate line items where applicable or appropriate to list new services/fees. We have provided an account structure intended moving forward in Appendix A. It is up to each individual prospective institution to determine the appropriate fees believed to best provide value to meet the County's detailed objectives.

Respondents must complete the pricing form exactly as provided and explained. Association for Financial Professionals (AFP) codes are required. Volume transactions shown are for the 12-month period outlined. Historic volumes are not guaranteed to continue into the future. One of the purposes of this RFP is to seek opportunities to move away from paper receipts and payments, reducing cash and checks as much as possible.

Phase 1 Weighting

Total possible points is 100, weighted as follows:

- Service Capability: 35 points
- Pricing of Existing Services: 30 points
- References: 15 points
- Proposed Innovations: 20 points

The County reserves the right to end the RFP process and move directly to negotiation if responses in Phase 1 indicate an obvious choice through the four criteria listed above or if such submissions indicate no advantage to an overall change in banking providers. Respondents must complete Phase 1 responses through the BankingRFP.com portal and submit the PDF printout through the Vendor Registry site by March 8 at 4:00 pm EST. At 4:00 pm the online response form will be closed. No late responses will be permitted.



IMPORTANT ELECTRONIC SUBMITTAL REQUIREMENTS

Response submittals for this RFP will ONLY be received electronically and must be submitted ONLINE prior to the due date and time.

All responses must adhere to the following guidelines:

- Suppliers are encouraged to submit responses as soon as possible. Responses are received into a 'lockbox' folder and cannot be opened prior to the due date and time. The time and date of receipt as recorded by the server will serve as the official time of receipt. The County is not responsible for late submissions, regardless of the reason;
- The PDF printout from BankingRFP.com should be submitted online and titled appropriately. Only the content submitted through BankingRFP.com will be considered in Phase 1. If you have a problem with your upload, you may contact Vendor Registry at [844-802-9202](tel:844-802-9202) or cservice@vendorregistry.com.

Specific to the BankingRFP.com portal, all questions should be directed to three+one, provider of the BankingRFP.com portal. Please direct all questions related to this portal only to:

Email: lrs@threeplusone.us

Phase 2 - Presentation Phase

The top scoring banking institutions in Phase 1 will be eligible for Phase 2 presentations, if determined by the County as appropriate. Phase 2 will begin with an on-site visit to the Treasurer's Office. Finalists will have a 2-week turnaround time from the date of that visit to take the information provided, submit questions and prepare a presentation/demonstration. It is expected that each prospective banking institution will use their professional knowledge, experience, and herein data to provide a proactive and creative presentation that meets the objectives outlined.

All responding institutions should not submit the typical lengthy proposal. Submitted documents, including PowerPoint slides, are limited to a maximum of 30 total pages. We encourage this round of presentations (beginning on March 27) to be creative. It is preferred that institutions prepare an overall presentation addressing the needs as outlined.

A sample County Contract will be provided to those entities selected for Phase 2 interviews.

Respondents in Phase 2 will be given a maximum of a two-hour time slot to make their presentations. Areas required are as follows:



- **Why you?** (up to 30 minutes): What makes your bank the best partner for the County?
Possible discussion points include the following, but ultimately you may decide how to fill each topic area.
 - Number of public banking clients
 - Dedication to this market space
 - Research & development
 - Clear differentiators from competitors
 - Innovative solutions that correspond to the objectives outlined
- **Proposed Account structure and treasury services** (subject to the limitations outlined/provided) (up to 30 minutes)
 - Your recommendations must include, but are not limited to:
 - Why are you recommending the proposed?
 - How is the bank incorporating innovation?
 - Local branch availability or how managed if you do not have two, centrally-located branches
 - What is the benefit/value of your proposed account structure/treasury services?
 - Fee justification of cost proposal provided in Phase 1 and adapted to your Phase 2 proposal.
 - Why these fees? If not explicit, what value does the fee provide to the County?
 - Be prepared to answer specific questions regarding fees.
 - Discuss potential caps or limits your institution may be willing to give on fee increases at the end of the initial 5-year contract.
 - How the bank has managed and plans to manage the transition experience.
- **Customer Service model** (up to 30 minutes)
 - Accountability and Contact Frequency
 - Account review
 - Service method
 - Demonstration of all online/web-based resources being offered (or provide a video overview of each before interview)
 - Banking portal
 - Lockbox Portal
 - All others
 - Introduction to key personnel. The County requires one relationship manager be available for the duration of the contract as the point of contact regarding any and all services provided by the proposer.
- **Open Q&A** (15 minutes)



Phase 2 Weighting

Total possible points is 100, weighted as follows:

- Presentation with Proposed Account Structure and Treasury Services: 40 points
- Customer service model proposed: 40 points
- Fee justification: 20 points

Selection Criteria

The winning institution will be selected based on best overall value. Price will be a factor in this decision, but will not be the sole, nor necessarily, the most important factor.

Experience, customer service, corrective action processes, efficient account structure, treasury services, fraud protection, technology and maximizing the value of every dollar will all be factors considered.

Schedule of Events

The following schedule details key dates and times related to this RFP. The County reserves the right to revise this schedule as needed to ensure process integrity.

Date	Time	Activity
February 8	N/A	RFP issued.
February 15	11:00 am EST	Mandatory Pre-bid web conference call (attendance in-person is optional)*
February 22	4:00 pm	Phase 1 questions submitted. Answers provided continually through end of day February 20.**
March 8	4:00 pm	Phase 1 responses submitted.
March 12	4:00 pm	Phase 2 finalists will be notified.
March 12	N/A	Additional information, if any, provided to Phase 2 respondents.
March 14	10:00 am	Site visit, if needed
March 15	4:00 pm	Phase 2 questions submitted. Answers provided continually through end of day March 15.**
March 20	4:00 pm	Phase 2 respondents must have interviews scheduled or will be disqualified.
March 27 - 28	N/A	Onsite presentations/interviews conducted.
April 3	4:00 pm	Preliminary finalist notified.
April 12	N/A	Final negotiations, if applicable, and agreement completion.
April 15	4:00 pm	All respondents notified of results.
April 15	N/A	Transition begins, if necessary, and completed within 180 days.

*Web conference call instructions will be posted on Vendor Registry.

**All questions submitted will be answered with questions/responses provided to all respondents.



Appendix A

Bank Account Overview

<p>Treasury 102 Account:</p> <ul style="list-style-type: none"> ● Avg Balance: \$23.7MM ● 826 Transfers (\$676.2MM) ● 1,022 ACH Debits (-\$14.9MM) ● 2,322 Deposits (\$282.8MM) ● 324 Wires out (-\$92.5MM) ● 768 Other electronic debits (-\$845MM) ● Other minor activity 	<p>Treasurer Tax (Interest):</p> <ul style="list-style-type: none"> ● Avg Balance: \$31.6MM ● 13,192 Deposits (\$906.5MM) ● 673 Transfers out (-\$134,3MM) ● 197 Wires out (-\$363.5MM) ● 387 Other electronic debits (-\$489.6MM) ● 690 Returns (-\$1.6MM) ● Other minor activity 	<p>Airport Operations:</p> <ul style="list-style-type: none"> ● Avg Balance: \$1.0MM ● 1,162 ACH credits (\$2MM) ● 1,287 Deposits (\$411K) ● 7 Other electronic debits (-\$2.1MM) ● 3 Transfers out (-\$400K)
<p>Cnty Benefit Grants:</p> <ul style="list-style-type: none"> ● Avg Balance: \$1.3MM ● 1,186 ACH credits (\$86MM) ● 171 Deposits (\$2.8MM) ● 49 Transfers out (-\$36.4MM) ● 38 Other electronic debits (-\$53.5MM) ● Other minor activity 	<p>Animal Shelter:</p> <ul style="list-style-type: none"> ● Avg Balance: \$62,140 ● 149 Deposits (\$89K) ● 406 ACH credits (\$15K) ● 3 Transfers out (-\$207K) 	<p>Community Development:</p> <ul style="list-style-type: none"> ● Avg Balance: \$899,500 ● 5,028 Deposits (\$31.8MM) ● 1,035 ACH debits (-\$3.3MM) ● 58 Transfers out (0\$16.8MM) ● 23 Other Electronic debits (-\$13MM) ● Other minor activity
<p>EMS Lockbox Deposits:</p> <ul style="list-style-type: none"> ● Avg Balance: \$666,500 ● 3,265 ACH credits (\$5.6MM) ● 812 Deposits (\$3.9MM) ● 9 Transfers out (-\$4MM) ● 12 Other electronic debits (-\$5.6MM) 	<p>Library (Interest):</p> <ul style="list-style-type: none"> ● Avg Balance: \$591,500 ● 1,248 Deposits (\$411K) ● 1,167 ACH credits (\$270K) ● 7 Transfers out (-\$600K) ● Other minor activity 	<p>PALS Checking:</p> <ul style="list-style-type: none"> ● Avg Balance: \$538,500 ● 2,650 ACH credits (\$853K) ● 3,355 Deposits (\$1.1MM) ● 7 Other electronic debits (-\$2.1MM)
<p>R O D:</p> <ul style="list-style-type: none"> ● Avg Balance: \$1.2MM ● 2,275 ACH credits (\$4.6MM) ● 4,428 Deposits (\$34.7MM) ● 10 Wires out (-\$2.3MM) ● 59 Transfers out (-\$17.7MM) ● 34 Other electronic debits (-\$20.4MM) 	<p>Accounts Payable (Interest):</p> <ul style="list-style-type: none"> ● Avg Balance: \$4.3MM ● 53,110 Checks (-\$380.2MM) ● 9,904 ACH Debits (-\$122.2MM) ● 811 Transfers in (\$517.8MM) ● 14 Other electronic debits (-\$17MM) 	<p>Payroll:</p> <ul style="list-style-type: none"> ● Avg Balance: \$1.3MM ● 6,805 Checks (-\$7.2MM) ● 3,839 ACH debits (-\$174.1MM) ● 78 Transfers in (\$183.8MM) ● Other minor activity
<p>Payment Escrow (Bankruptcy DTC):</p> <ul style="list-style-type: none"> ● Avg Balance: \$347,000 ● 122 Deposits (\$647K) ● 18 Transfers out (-\$29K) 	<p>Prepayment Installment Escrow:</p> <ul style="list-style-type: none"> ● Avg Balance: \$1.7MM ● 2,534 Deposits (\$10.5MM) ● 250 ACH debits (-\$1.9MM) 	<p>BCDC Inmate (Interest):</p> <ul style="list-style-type: none"> ● Avg Balance: \$33,400 ● 708 Deposits (\$1.1MM) ● 3,753 Checks (-\$2.5MM) ● 1,830 ACH credits (\$1.4MM)



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<ul style="list-style-type: none"> 6 Other electronic debits (\$212K) 	<ul style="list-style-type: none"> 60 Transfers out (-\$12.1MM) 33 Other electronic debits (-\$7.3MM) Other minor activity 	<ul style="list-style-type: none"> Other minor activity
<p>Tax Sale Escrow:</p> <ul style="list-style-type: none"> Avg Balance: \$4.0MM 717 Deposits (\$12.4MM) 227 Transfers in (\$2.8MM) 189 ACH debits (-\$3.8MM) 11 Wires in (\$4.1MM) 110 Other electronic debits (-\$23MM) 	<p>Clerk of the Court - Jury (Imprest 103):</p> <ul style="list-style-type: none"> Avg Balance: \$43,100 6,316 Checks (-\$333K) 31 Transfers in (\$330K) Other minor activity 	<p>Inmate Acct:</p> <ul style="list-style-type: none"> Avg Balance: \$1,650 8 Deposits (\$4K) 9 ACH credits (\$51K) 59 Checks (-\$52K) 6 Transfers out (-\$27K)
<p>Magistrate Jury:</p> <ul style="list-style-type: none"> Avg Balance: \$25,300 3,250 Checks (-\$60K) 16 Transfers in (\$59K) 	<p>Setoff Debt:</p> <ul style="list-style-type: none"> Avg Balance: \$93,100 264 ACH credits (\$1.3MM) 234 Transfers our (-\$622K) 139 Other electronic debits (-\$646K) 	<p>Delinquent Collections Escrow:</p> <ul style="list-style-type: none"> Avg Balance: \$21,000 Unknown
<p>2008 Bond Ref. Funds (Interest):</p> <ul style="list-style-type: none"> Avg Balance: \$145,000 11 Wires out (-\$165K) 12 Transfers in (\$219K) 7 ACH debits (-\$28K) 	<p>Facilities 2005 Bond (Interest):</p> <ul style="list-style-type: none"> Avg Balance: \$294,500 Minor activity 	<p>8% Projects Fund (Interest):</p> <ul style="list-style-type: none"> Avg Balance: \$2.1MM 91 Wires out (-\$48.8MM) 100 Transfers in (\$70.4MM) 61 ACH credits (\$880K) 107 Other electronic debits (-\$39.7MM)
<p>Treasurer's Wire</p> <ul style="list-style-type: none"> Avg Balance: Minimal Occasional check, wire, ACH 		



Treasury Services & Transaction Volumes
Analysis Statements Groupings
Current Provider: BB&T

Main Account Group

Deposit Information	Average/Total
average balance	72,095,433
less average float	3,070,462
average collected balance	69,024,970
less required reserves	0
avg positive available bal	69,024,970
Current ECR	0.60%

Accounts Included in this Analysis Group:

Treasurer Tax	Animal Shelter	County Benefit Grants	Clerk of Court - Jury (Imprest 103)
Treasurer 102	Community Development	R O D	Tax Sale Escrow
Prepayment Installment Escrow	Accounts Payable	Payroll	Airport Operating
Parks & Leisure (PALS)	EMS Lockbox	Setoff Debt	Delinquent Collections Escrow
Treasurer's Wire			

Treasury Service Description	Unit Pricing	Total Annual Volume
ach authorization record	5.0000	6
ach batch reversal	50.0000	1
ach debit blanket block maint	15.0000	50
ach monthly maintenance	45.0000	24
ach notification of change	3.0000	123
ach positive pay monthly maint	25.0000	118
ach received credit	0.2000	7,081
ach received debit	0.2000	1,055



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ach return items	6.0000	46
ach return notice fax email	3.0000	169
ach transaction reversal	20.0000	6
online portal ach file	12.0000	100
total ach originated items	0.1300	15,559
total ach originated items	0.1500	32,076
dep acct usage fee 1333 1k	0.0001333	865,145,095
check images with statement	4.0000	20
coin and currency deposited	0.0020	383,043
coin roll sales	0.1400	32
courier fees	23440.1400	12
currency sales	0.0013	2,155
deposit corrections	7.5000	19
night depository services	2.0000	32
returned deposit cash item fee	12.0000	175
branch check image access	5.0000	29
check charges	1016.3850	9
check images with statement	4.0000	16
check paid reject	0.5000	39
checks paid and other debits	0.2000	28,774
coin and currency deposited	0.0020	254,015
coin roll sales	0.1400	48
credits posted	0.9000	8,374
currency sales	0.0013	1,699
deposit corrections	7.5000	15
items deposited on us	0.1500	9,186
items deposited in state	0.1500	57,381
items deposited other	0.1500	132,338
maintenance fee	21.0000	212
night depository services	2.0000	25
returned deposit cash item fee	12.0000	110
online portal busbank acct transfer	0.0000	814
online portal busbank image retrieved	0.0000	227
online portal busbank image retrieved	2.0000	755
online portal busbank pd loaded items	0.0000	23,207
online portal busbank pd loaded items	0.3500	26,174



online portal busbank stop pay 6 mth	0.0000	3
online portal business banking	35.0000	212
online portal cd acct maint	40.0000	80
online portal cd loaded items	0.2500	8,776
online portal stop payment 7 year	30.0000	189
checks drawn on canadian banks	7.5000	39
check images with statement	4.0000	12
returned deposit cash item fee	12.0000	69
check block	25.0000	18
pos pay check block	25.0000	6
pos pay items	0.0800	21,754
pos pay maint	50.0000	20
cd rom disk	15.0000	12
cd rom items	0.0500	23,712
cd rom maintenance	30.0000	12
cd rom multiple account fee	10.0000	48
online portal positive pay image	2.0000	3
rlb cd fee charlotte	25.0000	39
rlb data transmission charlotte	150.0000	47
rlb deposit summary email charlotte	35.0000	39
rlb deposits charlotte	1.4800	537
rlb exception item image charlotte	0.1000	10,341
rlb exceptions charlotte	0.2500	7,205
rlb full items charlotte	0.2200	79,088
rlb image maintenance fee charlotte	115.0000	39
rlb inbound overnight delivery charlotte	5.0000	576
rlb maintenance charlotte	150.0000	39
rlb micr repair charlotte	0.0150	10,958
rlb multi balanced charlotte	0.2600	20,890
rlb multi unbalanced charlotte	0.2600	869
rlb ocr repair charlotte	0.0150	44,062
rlb package prep charlotte	25.0000	39
rlb page scan per item charlotte	0.1000	1,111
rlb partial items charlotte	0.2400	5,252
rlb per check imaged charlotte	0.0200	91,489
rlb per ocr coupon imaged charlotte	0.0200	100,902



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rlb po box rental charlotte	1300.0000	3
rlb postage due special po fee charlotte	0.5000	2
rlb special fee postal sort charlotte	0.1000	31,767
rlb web exception maintenance charlotte	50.0000	39
rlb web exception per item charlotte	0.5000	7,004
checktrack credit	7.0000	116
remote dep file implement stnd	150.0000	1
remote dep remit file download	150.0000	1
remote dep remit implement std	200.0000	1
remote deposit image captured	0.1200	101,925
remote deposit monthly maint	47.0000	109
vault coin and currency	0.0012	5,914,151
vault deposit correction	7.5000	12
vault loose bills dep	0.0000	164,847
vault numbr of bills deposited	0.0000	164,847
vault per deposit charge	1.0000	3,217
wlb 3rd party fee charlotte	20.0000	12
wlb cash deposits charlotte	5.0000	3
wlb cd fee charlotte	25.0000	12
wlb deposits charlotte	1.4800	301
wlb exception item image charlotte	0.0600	4,271
wlb exceptions charlotte	0.3800	1,430
wlb foreign check processing charlotte	1.0000	1
wlb healthcare daily delivery charlotte	8.7783	6
wlb healthcare daily delivery charlotte	8.7800	1
wlb healthcare daily delivery charlotte	9.5567	6
wlb healthcare daily delivery charlotte	9.9450	8
wlb healthcare daily delivery charlotte	10.3367	15
wlb healthcare daily delivery charlotte	11.0967	3
wlb healthcare daily delivery charlotte	11.1150	8
wlb healthcare daily delivery charlotte	13.4500	1
wlb healthcare daily delivery charlotte	13.6217	6
wlb healthcare daily delivery charlotte	14.3480	5
wlb image maintenance fee charlotte	115.0000	12
wlb maintenance charlotte	120.0000	12
wlb micr repair charlotte	0.0150	50



wlb package prep charlotte	25.0000	12
wlb page scan per item charlotte	0.0600	6,901
wlb payments charlotte	0.4200	4,295
wlb per check imaged charlotte	0.0600	4,295
wlb per envelope imaged charlotte	0.0600	3,417
online portal non repetitive wire	12.0000	14
online portal repetitive wire	11.0000	466
online portalline wire maint	10.0000	12
incoming wire	15.0000	85
incoming wire	15.0000	90
wire advice email	3.0000	8
wire advice u.s mail	4.0000	1

Small Account Group

Deposit Information	Average/Total
independent acct average bal	3,108,113
average balance	45,591
less average float	315
average collected balance	45,276
less required reserves	-
avg positive available bal	45,276
Current ECR	0.19%

Accounts Included in this Analysis Group:

8% Projects Fund	Facilities 2005 Bond Issue	Magistrates Jury	2008 Bond Issue
Library	BCDC Inmate	Inmate Acct	Payment Escrow (Bankruptcy DTC)



Treasury Service Description	Unit Pricing	Total Annual Volume
ach debit blanket block maint	15.0000	12
ach received credit	0.2000	103
dep acct usage fee (FDIC) - total of avg monthly balance	0.0001333	553,091
branch check image access	4.0000	12
check images with statement	5.0000	2
check paid reject	0.5000	71
checks paid and other debits	0.2000	1,542
coin and currency deposited - branch	0.0020	12,178
credits posted	0.9000	68
deposit corrections	7.5000	1
maintenance fee	21.0000	22
night depository services	2.0000	2
remote deposit items	0.1500	13
remote deposit items in state	0.1500	39
remote deposit items other	0.1500	94
online portal acct transfer	0.0000	10
online portal image retrieved	2.0000	16
online portal pd loaded items	0.3500	1772
portal business banking	35.0000	21
portal cd acct maint	40.0000	9
portal cd loaded items	0.2500	40
check charges	75.6800	1
pos pay items	0.0800	547
pos pay maint	50.0000	9
pospay payee pospay pending	25.0000	1
portal positive pay image	2.0000	2
vault coin and currency	0.0012	93,866
vault loose bills dep	0.0000	3,911
vault numbr of bills deposited	0.0000	3,911
vault per deposit charge	1.0000	55
funds transfer credit	4.0000	2
wire advice u.s mail	4.0000	2



Appendix B - Merchant Services

Merchant Services Location and Volume

Location	# of Bills	2018 \$ Volume
Animal Shelter Donations	66	\$7,172
Animal Shelter Fees	56	5,253
Treasurer Tax - Bluffton CC	5,147	1,377,773
Treasurer Tax - HH CC	3,317	1,390,179
Building Codes	1,749	433,950
Motor Vehicle - IVR	4,937	984,759
Tax Sale Escrow - CC	67	134,867
Tax Sale Registration	150	4,607
Tax Sale Registration - BTC	12	400
Taxes - IVR	2,440	4,220,934
Treasurer Tax - Beaufort CC	13,911	3,301,710
Total	31,852	\$11,861,603

Note: The County currently has 16 card readers across three departments. Combined there are 32 direct users and eight back-office users.



Appendix C

Beaufort County Purchasing Policies and Contractual Requirements

Prohibition of Gratuities:

It shall be unethical for any person to offer, or give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

Title VI Statement:

COUNTY COUNCIL OF BEAUFORT COUNTY

Title VI Statement

It is the policy of the County Council of Beaufort County, South Carolina, hereafter referred to as “Beaufort County” or “the County”, to comply with Title VI of the 1964 Civil Rights Act (Title VI) and its related statutes. To this end, Beaufort County gives notice to all Prime Contractors, Subcontractors, Architects, Engineers, and Consultants that the County assures full compliance with Title VI and its related statutes in all programs, activities, and contracts. It is the policy of Beaufort County that no person shall be excluded from participation in, denied the benefit of, or subjected to discrimination under any of its programs, activities, or contracts on the basis of race, color, national origin, age, sex, disability, religion, or language regardless of whether those programs and activities are Federally funded or not.

Pursuant to Title VI requirements, any entity that enters into a contract with Beaufort County including, but not limited to Prime Contractors, Subcontractors, Architects, Engineers, and Consultants, may not discriminate on the basis of race, color, national origin, age, sex, disability, religion, or language in their selection and retention of first-tier subcontractors, and first-tier subcontractors may not discriminate in their election and retention of second-tier subcontractors, including those who supply materials and/or lease equipment. Further, Contractors may not discriminate in their employment practices in connection with highway construction projects or other projects assisted by the U.S. Department of Transportation (USDOT) and/or the Federal Highway Administration (FHWA).



In all solicitations either by competitive bidding or negotiation made by the Contractor for work to Beaufort County to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under the contract and the Title VI regulations relative to nondiscrimination on the basis of race, color, national origin, age, sex, disability, religion, or language by providing such a statement in its bidding and contract documents.

Upon request, the Contractor shall provide all information and reports required by Title VI requirements issued pursuant thereto, and shall permit access to its books, records, accounts and other sources of information, and its facilities as may be determined by Beaufort County, USDOT, and/or FHWA to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to USDOT or FHWA, as appropriate and via Beaufort County, and shall set forth what efforts it has made to obtain the information. In the event of the Contractor's non-compliance with nondiscrimination provisions of this contract, USDOT may impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:

- Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- Cancellation, termination, or suspension of the contract, in whole or in part.

In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of this direction to comply with Title VI, the Contractor may request USDOT to enter into such litigation to protect the interests of USDOT and FHWA. Additionally, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Any person or Subcontractor who believes that they have been subjected to an unlawful discriminatory practice under Title VI has a right to file a formal complaint within one hundred eighty (180) days following the alleged discriminatory action. Any such complaint must be filed in writing or in person:

Beaufort County Government
Post Office Drawer 1228 Beaufort, SC 29901-1228
843.255.2354 Telephone E-mail: compliance@bcgov.net

Non-Discrimination Statement:

The bidder/proposer certifies that:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin, or gender in connection with any IFB/RFP submitted to Beaufort County or the performance of any contract resulting thereof;



- 2) That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract or otherwise interested in contracting with this Company for Beaufort County contracts, including those companies owned and controlled by socio-economic and racial minorities;
- 3) In connection herewith, we acknowledge and warrant that this Company has been made aware of, understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;
- 4) That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption throughout the life of the referenced contract with Beaufort County;
- 5) That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made a part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;
- 6) That the failure of this Company to satisfactorily discharge any off the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling Beaufort County to declare the contract in default and to exercise any and all applicable rights and remedies including, but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract.

Contractual Requirements

1.0 **EXCUSABLE DELAY**: The Contractor shall not be liable for any excess costs, if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

2.0 **S.C. LAW CLAUSE**: Upon award of a contract under this proposal, the person, partnership, association, or corporation to whom the award is made must comply with local and State laws which require such person or entity to be authorized and/or licensed



to do business in Beaufort County. Notwithstanding the fact that applicable statutes may exempt or exclude the successful offeror from requirements that it be authorized and/or licensed to do business in Beaufort County, by submission of this signed proposal the offeror agrees to subject itself to the jurisdiction and process of the Fourteenth Judicial Circuit Court of Beaufort County, as to all matters and disputes arising or to arise under the contract and the performance thereof including any questions as to the liability for taxes, licenses, or fees levied by State or local government.

3.0 OFFEROR'S QUALIFICATIONS: Offeror must, upon request of the County, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of this proposal. The Purchasing Department reserves the right to make the final determination as to the offeror's ability to provide the services requested herein, before entering into any contract.

4.0 OFFEROR RESPONSIBILITY: Each offeror shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this proposal. It is expected that this will sometimes require on-site observation. The failure or omission of an offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or to the contract.

5.0 AFFIRMATIVE ACTION: The Contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped and concerning the treatment of all employees, without regard or discrimination by reason of race, religion, sex, national origin, or physical handicap.

6.0 PRIME CONTRACTOR RESPONSIBILITIES: The Contractor will be required to assume sole responsibility for the complete effort, as required by this RFP. The County will consider the Contractor to be the sole point of contact with regard to contractual matters.

7.0 SUBCONTRACTING: If any part of the work covered by this RFP is to be subcontracted, the Contractor shall identify the subcontracting organization and the contractual arrangements made with same. All subcontractors must be approved, in writing by the County, or when applicable a political subdivision within the County with the County's concurrence. The successful offeror will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the vendor. The County reserves the right to reject any or all subcontractors and require substitution of a firm qualified to participate in the work as specified herein.



8.0 OWNERSHIP OF MATERIAL: Ownership of all data, material, and documentation originated and prepared for the County pursuant to this contract shall belong exclusively to the County.

9.0 PAYMENT AND PERFORMANCE BOND: The successful Contractor shall furnish, within ten (10) days after written notice of acceptance of proposal, a Payment and Performance Bond. Contractor shall provide and pay the cost of a Payment and Performance Bond. The Bond shall be in the amount of one-hundred percent (100%) the annual contract cost, issued by a Surety Company licensed in South Carolina with an "A" minimum rating of performance as stated in the most current publication of "Best's Key Rating Guide, Property Liability" which shall show a financial strength rating of at least five (5) times the Contract Price. The Bond shall be accompanied by a "Power of Attorney" authorizing the attorney-in-fact to bind the surety and certified to include the date of the bond. **(Only applicable to Construction Contracts)**

10.0 NONRESIDENT TAXPAYERS: If the offeror is a South Carolina nonresident taxpayer and the contract amount is \$10,000.00 or more, the offeror acknowledges and understands that in the event he is awarded a contract offeror shall submit a Nonresident Taxpayer Registration Affidavit (State form #1-312-6/94), before a contract can be signed. Affidavit must certify that the nonresident taxpayer is registered with the S.C. Department of Revenue or the S.C. Secretary of State's Office, in accordance with Section 12-9-310(A)(2)(3) of S.C. Code of Laws (1976) as amended.

11.0 BUSINESS LICENSE: In accordance with the *Beaufort County Business License Ordinance, 99-36, Article III*, as enacted November 22, 1999, any business or individual generating income in the unincorporated area of Beaufort County is required to pay an annual license fee and obtain a business license. The ordinance referenced is available on the Beaufort County website at www.bcgov.net or by calling the Business License Administrator at (843) 255-2270 for a list of schedules.

12.0 ADDITIONAL ELIGIBILITY: Other Beaufort County Public Procurement units shall, at their option, be eligible for use of any contracts awarded pursuant to this Invitation.

13.0 INSURANCE REQUIREMENTS: Prior to commencing work hereunder, Contractor, at his expense, shall furnish insurance certificate showing the certificate holder as Beaufort County, P.O. Drawer 1228, Beaufort, SC 29901-1228, Attention: Purchasing Director and with a special notation naming Beaufort County as an Additional Insured on the liability coverages. If not otherwise specified, the minimum coverage shall be as follows:



13.1 Worker's Compensation Insurance - Contractor shall have and maintain, during the life of this contract, Worker's Compensation Insurance for his employees connected to the work/delivery, in accordance with the Statutes of the State of South Carolina and any applicable laws.

13.2 Commercial General Liability Insurance - Contractor shall have and maintain, during the life of this contract, Commercial General Liability Insurance. Said Commercial General Liability Policy shall contain Contractual Liability and Products/Completed Operations Liability subject to the following minimum limits: BODILY INJURY of at least \$1,000,000 PER PERSON, \$1,000,000 PER OCCURRENCE; PROPERTY DAMAGE of at least \$1,000,000 PER OCCURRENCE; or BODILY INJURY/PROPERTY DAMAGE of at least \$2,000,000 COMBINED SINGLE LIMIT.

13.3 Comprehensive Automobile Liability Insurance - The Contractor shall have and maintain, during the life of this contract, Comprehensive Automobile Liability, including non-owned and hired vehicle, of at least \$1,000,000 PER PERSON, \$1,000,000 PER OCCURRENCE; PROPERTY DAMAGE of at least \$1,000,000 PER OCCURRENCE, or BODILY INJURY/PROPERTY DAMAGE of at least \$2,000,000 COMBINED SINGLE LIMIT.

13.4 The required insurance policy at the time of issue must be written by a company licensed to do business in the State of South Carolina and be acceptable to the County.

13.5 The Contractor/vendor shall not cause any insurance to be canceled or permit any insurance to lapse. All insurance policies shall contain a clause to the effect that the policy shall not be canceled or reduced, restricted or limited until fifteen (15) days after the County has received written notice, as evidenced by return receipt of registered or certified letter. Certificates of Insurance shall contain transcript from the proper office of the insurer, the location, and the operations to which the insurance applies, the expiration date, and the above-mentioned notice of cancellation clause.

13.6 The information described above sets forth minimum amounts and coverages and is not to be construed in any way as a limitation on the Contractor's liability.

14.0 **INDEMNITY:** The Contractor hereby agrees to indemnify and save harmless the County, its officers, agents, and employees from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and on appeal of any kind and nature arising or



growing out of or in any way connected with the performance of the Agreement, whether by act of omissions of the Contractor, its agents, servants, employees or others, or because of or due to the mere existence of the Agreement between the parties.

- 15.0 TERMINATION FOR DEFAULT: Termination by the County for cause, default, or negligence on the part of the Contractor shall be excluded from the foregoing provisions. Termination costs, if any, shall not apply. Prior to termination for cause, the County will provide the Contractor written notice of the breach and fifteen (15) days to cure. If the Contractor is terminated under this clause, the Contractor will forfeit their performance/bid bond (if applicable).

Reasons for Termination for Cause shall include but is not limited to:

1. default as defined in this proposal,
2. failing to make satisfactory progress in the prosecution of the Agreement,
3. endangering the performance of this Agreement,
4. criminal activity or misconduct,
work that is deemed sub-standard by the Treasurer.

16.0 TERMINATION FOR CONVENIENCE: The County may without cause terminate this contract in whole or in part at any time for its convenience. In such instance, an adjustment shall be made to the Contractor, for the reasonable costs of the work performed through the date of termination. Termination costs do not include lost profits, consequential damages, delay damages, unabsorbed or under absorbed overhead of the Contractor or its subcontractors, and/or failure to include termination for convenience clause into its subcontracts and material purchase orders shall not expose the County to liability for lost profits in conjunction with a termination for convenience settlement or equitable adjustment. Contractor expressly waives any claims for lost profit or consequential damages, delay damages, or indirect costs which may arise from the County's election to terminate this contract in whole or in part for its convenience.

Special Instructions

1.0 INTENT TO PERFORM: It is the intent and purpose of Beaufort County that this request permits competition. It shall be the offeror's responsibility to advise the Purchasing Department if any language, requirements, etc., or any combinations thereof inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be submitted in writing and must be received by the Purchasing Department not later than ten (10) days prior to the proposal closing date. A review of such notifications will be made.



2.0 RECEIPT OF PROPOSAL: Proposals, amendments thereto, or withdrawal requests received after the time advertised for proposal closing will be void, regardless of when they were mailed.

3.0 PREPARATION OF PROPOSAL

3.1 All submissions should be complete and carefully worded and must convey all of the information requested by the County. If significant errors are found in the offeror's proposal, or if the proposal fails to conform to the essential requirements of the RFP, the County and the County alone will be the judge as to whether that variance is significant enough to reject the proposal.

3.2 Proposals should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

3.3 If your proposal includes any comment over and above the specific information requested in our Request for Proposal (RFP), you are to include this information as a separate appendix to your proposal.

4.0 AMENDMENTS: If it becomes necessary to revise any part of the RFP, an amendment will be provided to all offerors who received the original Request for Proposal. The County shall not be legally bound by an amendment or interpretation that is not in writing.

5.0 ADDITIONAL INFORMATION: Offerors requiring additional information may submit their questions, in writing to the Purchasing Department. Answers to questions received that should change and/or clarify this solicitation will be provided in writing to all offerors via an amendment.

6.0 ORAL PRESENTATION/DISCUSSIONS: Any offeror or all offerors may be requested to make an oral presentation of their proposal to the County, after the proposal opening. Discussions may be conducted with responsible offerors, who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirement.

Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals, and such revisions may be permitted after submissions and prior to award, for the purpose of obtaining best and final offers. The purpose of these presentations/discussions will be to:



- 6.1 Determine in greater detail such offeror's qualifications.
- 6.2 Explore with the offeror the scope and nature of the project, the offeror's proposed method of performance, and the relative utility of alternative methods of approach.
- 6.3 Determine that the offeror will make available the necessary personnel and facilities to perform within the required time.
- 6.4 Agree upon fair and reasonable compensation, taking into account the estimated value of the required services/equipment, the scope and complexity of proposed project, and nature of such services/equipment.
- 7.0 FUNDING: The offeror shall agree that funds expended for the purposes of the contact must be appropriated by the County Council for each fiscal year included within the contract period. Therefore, the contract shall automatically terminate without penalty or termination costs if such funds are not appropriated. In the event that funds are not appropriated for the contract, the offeror shall not prohibit or otherwise limit the County's right to pursue and contract for alternate solutions and remedies, as deemed necessary by the County for the conduct of its affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract.
- 8.0 AWARD: An award resulting from this request shall be awarded to the responsive and responsible offeror whose proposal is determined to be most advantageous to the County, taking into consideration price and the evaluation factors set forth herein; however, the right is reserved to reject any and all proposals received, and in all cases the County will be the sole judge as to whether an offeror's proposal has or has not satisfactorily met the requirements of this RFP.
- 9.0 PUBLIC ACCESS TO PROCUREMENT INFORMATION: No such documents or other documents relating to this procurement will be presented or made otherwise available to any other person, agency, or organization until after award. Commercial or financial information obtained in response to this RFP, which is privileged and confidential, will not be disclosed. Such privileged and confidential information includes information which, if disclosed, might cause harm to the competitive position of the offeror supplying the information. All offerors, therefore, must visibly mark as "Confidential" each part of their proposal, which they consider to contain proprietary information.
- 10.0 DEVIATIONS: During Phase 2, any deviations from the requirements of this RFP must be listed separately and identified as such in the table of contents.



11.0 ALTERNATES: Innovative alternative proposals are encouraged, provided however, that they are clearly identified as such and all deviations from the primary proposal are listed.

12.0 GRATUITIES: It shall be unethical for any person to offer, or give, or agree to give any County employee or former County employee; or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement, or a contract or subcontract, or to any solicitation or proposal therefore.

13.0 KICKBACKS: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor, or any person associated therewith, as an inducement for the award of a subcontractor order.

14.0 PROTEST PROCEDURES

14.1 Right to Protest: Any actual or prospective proposer, offeror, or contractor who is aggrieved, in connection with the solicitation or award of a contract, may protest to the Purchasing Director. The protest shall be submitted in writing fourteen (14) days after such aggrieved person knows or should have known of the facts giving rise thereto. The protest must be accompanied by a detailed statement, indicating the reasons for such protest.

14.2 Authority to Resolve Protest: The Purchasing Director shall have authority, prior to the commencement of an action in court concerning the controversy, to settle and resolve a protest of an aggrieved proposer, offeror, or contractor; actual or prospective, concerning the solicitation or award of a contract.

14.3 Decision: If the protest is not resolved by mutual agreement, the Purchasing Director shall issue a decision, in writing within ten (10) days. The decision shall,

14.3.1 State the reasons for the action taken; and



14.3.2 Inform the protestant of its right to administrative review as provided in this Section.

14.4 Notice of Decision: A decision under Subsection (3) of this Section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.

14.5 Finality of Decision: A decision under Subsection (3) of this Section shall be final and conclusive, unless fraudulent, or

14.5.1 Any person adversely affected by the decision appeals administratively, within ten (10) days after receipt of decision under Subsection (3) to the County Council in accordance with this Section.

14.5.2 Any protest taken to the County Council or court shall be subject to the protestant paying all administrative costs, attorney fees, and court costs when it is determined that the protest is without standing.

15.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,

INELIGIBILITY, AND VOLUNTARY EXCLUSION: The contractor certifies, by submission of this document or acceptance of a contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State, Federal department or agency. It further agrees by submitting this qualification statement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/contractor or any lower tier participant is unable to certify this statement, it shall attach an explanation to this solicitation/bid.

Exhibit "B"

Wells Fargo legal disclosures

Upon award of business, Wells Fargo will negotiate and enter into mutually acceptable agreements with BEAUFORT COUNTY, SC in connection with the deposit and treasury management products and services requested under the RFP. Wells Fargo's right to negotiate all contract terms upon award of business will not be affected or diminished by any language in the RFP, including language that purports to require specific comments (or to prohibit general exceptions) to BEAUFORT COUNTY, SC's contractual requirements or to bind Wells Fargo to BEAUFORT COUNTY, SC's contractual requirements unless specifically commented upon. Wells Fargo has included with its response copies of its account and service documentation for the deposit and treasury management products and services requested in the RFP, which we would request serve as the starting point for contract negotiations or be incorporated into any final agreement.

Page_Section	Description
Page 22, Access to company records	The Company will consider requests to demonstrate compliance; however, some information is considered confidential and proprietary and cannot be released to external parties. If this situation occurs, the Company will make a good faith effort to provide as much information as possible within its corporate Information Security and Data Protection and Privacy policies.
Pgs. 23-24, Item 2.0 S.C. Law Clause	Wells Fargo is subject to federal laws that may preempt state and local laws. Also, Wells Fargo should have the right to bring a claim arising under this contract in federal court in South Carolina.
Pg. 24, Item 7.0 Subcontracting	Wells Fargo is part of a diversified financial services company that provides retail, commercial and corporate banking services throughout much of the United States. Wells Fargo utilizes various vendors and other third parties to handle portions of its business on a geographic and/or line of business basis. Accordingly, Wells Fargo reserves the right to subcontract freely. It is not feasible for Wells Fargo to obtain the prior written consent of any customer with respect to any service that may utilize such vendor or subcontractor. However, should Wells Fargo choose to subcontract, it shall remain fully responsible for the performance of all obligations pursuant to the contract including those performed by a subcontractor. In addition, Wells Fargo does not consider an arrangement with a third party under which the third party assists Wells Fargo in providing services or products which are not specific to [customer] to be a subcontract for purposes of this Agreement.
Pg. 25, Item 8.0 Ownership of Material	Wells Fargo will provide customary data and reports associated with the requested services. However, Wells Fargo is a service provider, and is not delivering "work product". Wells Fargo will retain all ownership and related rights in its intellectual property (including, but not limited to, systems, software and hardware, regardless of location or date of development), used or developed in connection with the requested services, now and hereafter.
Pg. 25, Item 12.0 Additional Eligibility	Any additional Beaufort County Public Procurement units must receive Wells Fargo's prior written consent to be eligible to use any contracts awarded pursuant to this RFP.
Pgs. 26-27, Item 14.0 Indemnity	During the term of this Agreement, Bank will indemnify, defend and hold harmless Company and its officers, directors, employees, agents and assigns (the "Indemnified Parties") from and against all losses or damages (collectively, "Losses") arising out of, resulting from or relating to the performance of the services provided hereunder which are, in each case, directly caused in whole or in part by the negligent or intentional misconduct of Bank or any of its officers, directors, employees, agents, subcontractors or assigns, except to the extent such Losses are caused by the negligence or intentional misconduct of the Company. In no event will

	<p>Bank be liable for any indirect, special, consequential or punitive damages, whether or not the likelihood of such damages was known to Bank, and regardless of the form of the claim or action or the legal theory on which it is based. Bank's liability under this indemnity will be limited to an amount not to exceed 10 times Bank fees incurred during the calendar month immediately preceding the calendar month in which such loss or damages were incurred (or, if no Bank fees were incurred in such month, Bank fees incurred in the month in which the losses or damages were incurred).</p>
<p>Pg. 27, Item 15.0 Termination for Default and Item 16.0 Termination for Convenience</p>	<p>Wells Fargo reserves the right to terminate subject to reasonable termination periods and/or grounds, which may be negotiated upon award of business.</p>
<p>Pg. 31, Item 15.0 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion</p>	<p>Wells Fargo Bank, N.A. has not been debarred, or otherwise had its legal authorization to conduct its operations suspended, by any state or federal authority, within the past five years.</p> <p>During the third quarter of 2016, Wells Fargo Bank, N.A. entered into settlement agreements with the City of Los Angeles, the Consumer Financial Protection Bureau and the Office of the Comptroller of the Currency regarding certain sales practices. See press release dated September 8, 2016 at https://www.wellsfargo.com/about/press/2016/sales-practices-agreements_0908.content (the "2016 Settlement"). Following the announcement of the 2016 Settlement discussed above, certain state and local governmental bodies and municipal entities have temporarily removed Wells Fargo Bank, N.A. from providing certain commercial and investment banking services. However, there have been no actions that would materially impair Wells Fargo's ability as of this date to conduct its business or meet its obligations under the transaction to which this RFP relates.</p>
<p>Service Capability Questionnaire, Client Specific, Item f.</p>	<p>Wells Fargo Bank N.A. ("Wells Fargo Bank") is a subsidiary of Wells Fargo & Company ("WFC"), a corporation organized under the laws of Delaware. As with any large diversified financial institution in the highly regulated banking field, Wells Fargo Bank receives inquiries and subpoenas from regulators and law enforcement from time to time, some of which may be confidential in nature, and is subject to civil litigation.</p> <p>Wells Fargo Bank and WFC respond regularly to inquiries and investigations by governmental entities and have in the past entered into settlements of some of those investigations, including the following recent matters:</p> <ul style="list-style-type: none"> ▪ During the third quarter of 2016, Wells Fargo Bank entered into settlement agreements with the City of Los Angeles, the Consumer Financial Protection Bureau, and the Office of the Comptroller of the Currency regarding certain sales practices. See press release containing details at https://www.wellsfargo.com/about/press/2016/sales-practices-agreements_0908.content ▪ On February 2, 2018, WFC entered into a consent order with the Board of Governors of the Federal Reserve System, relating to governance oversight and the company's compliance and operational risk management program. This consent order does not relate to new matters, but rather to prior issues including the 2016 sales practices matter. For additional information, see the press release at https://newsroom.wf.com/press-release/corporate-and-financial/wells-fargo-commits-satisfying-consent-order-federal <p>Many of the actions that Wells Fargo Bank and WFC have taken in connection with these settlement agreements are described at https://www.wellsfargo.com/assets/pdf/commitment/progress-report.pdf. To the extent any litigation or regulatory matters are required to be reported, they are disclosed in WFC's SEC filings and are matters of public record:</p>

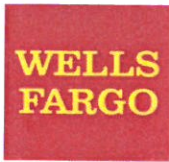
- Copies of the Legal Proceedings sections from WFC's recent public filings and WFC's most recent periodic reports are available at https://www.wellsfargo.com/invest_relations/filings
- WFC's Annual Reports are available at https://www.wellsfargo.com/invest_relations/annual

At this time, and to the best knowledge of the Wells Fargo Bank representatives preparing this response, neither Wells Fargo Bank nor WFC has been involved in any regulatory reviews or any legal actions that would have a material adverse impact on Wells Fargo Bank's ability to provide the services requested in this RFP.

Municipal Advisor RFP Disclosure

This proposal is submitted in response to your Request for proposals dated March 8, 2019. The contents of this proposal and any subsequent discussions between us, including any and all information and analysis with respect to product is provided to you in reliance upon your compliance with the guidance of the staff of the SEC's office of Municipal Securities in order for a request for proposal to be consistent with the exemption for responses to requests for proposals or qualifications provided under the municipal advisor rules (the "Muni Advisor Rules") of the Securities and Exchange Commission (the "SEC") (240 CFR 15Ba1-1 et seq.).

In submitting this proposal (a) Wells Fargo Bank, N.A. ("Wells Fargo") is not acting as an advisor to Beaufort County ("you") and does not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to you with respect to the information and material contained in this proposal; (b) Wells Fargo is acting for its own interests; and (c) you should discuss any information and material contained in this proposal with any and all internal or external advisors and experts that you deem appropriate before acting on this information or material.



Wells Fargo Merchant Services

Beaufort County SC

8-Mar-17





Schedule of Fees

	<u>Cost</u>	<u>Frequency/Metric</u>
Credit Card Processing		
Visa/Mastercard/Discover/American Express	\$ 11,900,000.00	Vol Per RFP
Service Fee	2.40%	sale amount
Account Fees		
Application Fee	Waived	
Monthly Statement Fee	Waived	
Monthly Minimum Fee	waived	Per MID
Chargeback Fee	\$ 10.00	Per Occurrence
Voice Authorization Fee	\$ 0.75	Per Occurrence
Cross Border Fee	Waived	sale amount
Reporting		
Clientline	Waived	
EBill Express Web		
Installation Fee	Waived	one time
Monthly Base Fee	Waived	Per EBill Instance
Inbound File Fee	Waived	per file
Remittance File Fee	Waived	Per month
Bill Presentment for Enrolled Users	Waived	one time per month per enrolled user
Credit Card Payment	Waived	per payment
ACH/eCheck Payment	Waived	per payment
Custom Hourly Professional Services fee	\$ 250.00	if applicable
ACH reject fee	\$ 1.50	per occurrence
Single Sign-On (one-time set-up/hourly rate)	\$ 250.00	if applicable
EBill Express IVR		
Installation Fee	\$ 3,000.00	one time
Monthly Base Fee	\$ 350.00	per month
Inbound File Fee	Waived	per file
Remittance File Fee	Waived	Per month
Credit Card Payment	Waived	per payment
ACH/eCheck Payment	Waived	per payment
Per minute IVR fee	Waived	per minute
Voice Recording Customer Hourly	\$ 250.00	if applicable

Wells Fargo Payment Gateway		
Set-up Fee	waived	Per Gateway ID
Monthly Service Fee	waived	Per Gateway ID
Gateway Credit Card Transaction Fee	waived	Per transaction
Subscription Services/ if applicable	waived	Per Occurrence
Gateway eCheck(ACH) Transaction Fee	waived	Per transaction
Annual Program Fee	waived	
Monthly Non-Compliance*	\$ 25.00	if applicable

* Please access the following link to review the detailed Interchange schedule as provided by the Card Associations
<https://www.wellsfargo.com/downloads/pdf/biz/merchant/interchangeplus.pdf>

Wells Fargo Merchant Services Point-of-Sale Equipment

	Lease 36 months	Purchase	Accept chip, contactless, and mobile payments	Accept checks	Wired	Portable	Print receipts	Email or text receipts	
 <p>Clover[®] Go</p> <p>Portable card reader for smartphones and tablets (Bluetooth connection)</p>		\$99	✓			✓		✓	
 <p>Clover[®] Flex</p> <p>Portable, hand-held payment processing device with app store and built-in receipt printer for accepting payments on the go.</p>		\$40.96*	✓			✓		✓	
 <p>Clover[®] Mini</p> <p>Compact countertop payment processing system with app store and built-in receipt printer for businesses with limited counter space.</p>		\$42.96*	✓	✓	✓	✓		✓	
 <p>Clover[®] Station</p> <p>Full-size, countertop payment processing system with app store.</p>		\$59.96*	✓	✓	✓	✓		✓	
Clover peripherals									
	Lease 36 months	Purchase							
Clover Cash Drawer	\$6.96*	\$119							
Kitchen Receipt Printer	\$18.96*	\$299							
Kitchen Printer – Asian Characters	\$19.96*	\$319							
Clover Weight Scale	\$19.96*	\$319							
			Lease 36 months	Purchase					
Clover 2D Barcode Scanner			\$8.96*	\$169					
Motorola 1D/2D imager			\$12.96*	\$229					
Clover Station Basic printer			\$12.96	\$209					
Clover Station Contactless printer			\$17.96	\$279					

See back for details.

	Lease 48 months	Lease 36 months	Rent	Purchase	Accept chip, contactless, and mobile payments	Accept checks	Wired	Portable	Print receipts	Dial connectivity option
 FD130 Compact, payment processing device with built-in receipt printer.	\$29*	\$34.96*	\$39.99*	\$399	✓	✓ with MagTek reader	✓	✓	✓	✓
 FD35 PIN Pad Compact, payment processing device with built-in receipt printer.	\$12*	\$14.96*	\$19.99*	\$199	✓	✓	✓	✓	✓	✓
 FD200Ti WiFi Payment processing device with touch screen capability and integrated check reader.	\$35*	\$41.96*	\$45.99*	\$699	✓ with FD35	✓	✓	✓	✓	✓
 FD410 Compact, wireless payment processing device with built-in receipt printer.			\$45.99*	\$699	✓	✓	✓	✓	✓	✓

Other hardware

	Lease 48 months	Lease 36 months	Purchase		Lease 48 months	Lease 36 months	Purchase
MagTek Mini Micr 3800 Check reader	\$13*	\$16.96*	\$299	Postflex PP8000S printer	\$11*	\$13.96*	\$379
MagTek USB 0102			\$109	Anywhere Commerce Walker C2X			\$109
MagTek USB 0109			\$109				

Lease, purchase or rent? Decide what's right for your business.

Lease Option

- Low monthly payments (3 or 4 year lease) with no upfront cost
- Upgrade at any time
- Warranty for lease term

Purchase Option

- Own equipment
- Low purchase price, no monthly payments
- 1 year warranty


Rent Option

- Low monthly payments (month to month) with no upfront cost
- Return equipment at any time, ideal for short-term use
- Includes warranty for rental term

*Cost per month.
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Price and product availability is subject to change.

Wells Fargo Merchant Services





Point-of-Sale Equipment

	Lease 36 months	Purchase	Accept chip, contactless, and mobile payments	Accept checks	Wired	Portable	Print receipts	Email or text receipts
 <p>Clover® Go</p> <p>Portable card reader for smartphones and tablets (Bluetooth connection)</p>		\$99	✓			✓		✓
 <p>Clover® Flex</p> <p>Portable, hand-held payment processing device with app store and built-in receipt printer for accepting payments on the go.</p>		\$40.96*	✓			✓		✓
 <p>Clover® Mini</p> <p>Compact countertop payment processing system with app store and built-in receipt printer for businesses with limited counter space.</p>		\$42.96*	✓	✓	✓	✓		✓
 <p>Clover® Station</p> <p>Full-size, countertop payment processing system with app store.</p>		\$59.96*	✓	✓	✓	✓		✓

Clover peripherals

	Lease 36 months	Purchase	Lease 36 months	Purchase
Clover Cash Drawer	\$6.96*	\$119	Clover 2D Barcode Scanner	\$8.96*
Kitchen Receipt Printer	\$18.96*	\$299	Motorola 1D/2D imager	\$12.96*
Kitchen Printer - Asian Characters	\$19.96*	\$319	Clover Station Basic printer	\$12.96
Clover Weight Scale	\$19.96*	\$319	Clover Station Contactless printer	\$17.96
				\$279

See back for details.

	Lease 48 months	Lease 36 months	Rent	Purchase	Accept chip, contactless, and mobile payments	Accept checks	Wired	Portable	Print receipts	Dial connectivity option
 FD130 Compact, payment processing device with built-in receipt printer.	\$29*	\$34.96*	\$39.99*	\$399	✓	✓ with MagTek reader	✓	✓	✓	✓
 FD35 PIN Pad Compact, payment processing device with built-in receipt printer.	\$12*	\$14.96*	\$19.99*	\$199	✓	✓	✓	✓	✓	✓
 FD200TI WiFi Payment processing device with touch screen capability and integrated check reader.	\$35*	\$41.96*	\$45.99*	\$699	✓ with FD35	✓	✓	✓	✓	✓
 FD410 Compact, wireless payment processing device with built-in receipt printer.			\$45.99*	\$699	✓	✓	✓	✓	✓	✓

Other hardware

	Lease 48 months	Lease 36 months	Purchase		Lease 48 months	Lease 36 months	Purchase
MagTek Mini Micr 3800 Check reader	\$13*	\$16.96*	\$299	Posiflex PP8000S printer	\$11*	\$13.96*	\$379
MagTek USB 0102			\$109	Anywhere Commerce Walker C2X			\$109
MagTek USB 0109			\$109				

Lease, purchase or rent? Decide what's right for your business.

- | | | |
|--|---|---|
| <p>Lease Option</p> <ul style="list-style-type: none"> • Low monthly payments (3 or 4 year lease) with no upfront cost • Upgrade at any time • Warranty for lease term | <p>Purchase Option</p> <ul style="list-style-type: none"> • Own equipment • Low purchase price, no monthly payments • 1 year warranty | <p>Rent Option</p> <ul style="list-style-type: none"> • Low monthly payments (month to month) with no upfront cost • Return equipment at any time, ideal for short-term use • Includes warranty for rental term |
|--|---|---|

*Cost per month.
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 Price and product availability is subject to change.

NOTICE
Limits on Report Access and Distribution

Wells Fargo & Company (Wells Fargo) is pleased to provide you with a copy of the attached report (the "Report"), which was prepared in accordance with the attestation standards issued by the American Institute of Certified Public Accountants. The Report is furnished to you subject to the terms and conditions contained in the written agreement for services between Wells Fargo and your company. It was prepared solely for the benefit and use of Wells Fargo, its user entities that used the system during some or all of the specified period, and their independent auditors, and was not intended to be used by anyone other than these specified parties.

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NOTICE
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I Accept

I Do Not Accept

Total Cost	\$141,452.34
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*** Balance Related Information**

Estimated Average Balance	\$28,000,000.00
---------------------------	-----------------

ECR	
Rate	1.40%
Settlement Period	Monthly
Comment	Alternate option is annual

FDIC	
Rate	0.00%
Basis of Calculation	Average ledger balance
Comment	

Reserve requirement	
Rate	0.00%
Basis of Calculation	Average Ledger balance
Comment	

*** Current Service Fees**

Category	Description	Bank Service Code	AFP code	Volume	Unit Price	Status	Cost	Comment
Main Account Group	ach authorization record	34335	251053	6	1.00000	Active	6	
Main Account Group	ach batch reversal	es231	250620	1	10.00000	Active	10	
Main Account Group	ach debit blanket block maint	34334	251050	50	5.00000	Active	250	
Main Account Group	ach monthly maintenance	es280	250000	24	25.00000	Active	600	
Main Account Group	ach notification of change	es481	250302	123	2.50000	Active	307.5	
Main Account Group	ach positive pay monthly maint	34333	251050	118	5.00000	Active	590	
Main Account Group	ach received credit	es344	250202	7,081	0.10000	Active	708.1	
Main Account Group	ach received debit	es344	250202	1,055	0.10000	Active	105.5	
Main Account Group	ach return items	250302	250302	46	3.00000	Active	138	
Main Account Group	ach return notice fax email	34123	400222	169	0.00000	Active	0	
Main Account Group	ach transaction reversal	es361	250642	6	10.00000	Active	60	
Main Account Group	online portal ach file	es201	250501	100	0.00000	Active	0	
Main Account Group	total ach originated items	es210	250102	15,559	0.04000	Active	622.36	
Main Account Group	total ach originated items	es210	250102	32,076	0.01000	Active	320.76	
Main Account Group	dep acct usage fee 1333.1k	IAMIB	000230	865,145,095	0.00000	Active	0	
Main Account Group	check images with statement	NA	NA	20	0.00000	Active	0	
Main Account Group	coin and currency deposited	ck199	10001A	383,043	0.00100	Active	383.043	
Main Account Group	coin roll sales	ck131	100040	32	0.20000	Active	6.4	
Main Account Group	courier fees	NA	NA	12	1950.00000	Active	23400	
Main Account Group	currency sales	ck141	100040	2,155	0.00220	Active	4.741	
Main Account Group	deposit corrections	8172	100501	19	5.00000	Active	95	
Main Account Group	night depository services	08052	100006	32	1.00000	Active	32	
Main Account Group	returned deposit cash item fee	CK061	100400	175	3.00000	Active	525	
Main Account Group	branch check image access	12812	151352	29	0.50000	Active	14.5	
Main Account Group	check charges	NA	NA	9	0.00000	Active	0	
Main Account Group	check images with statement	NA	NA	16	0.00000	Active	0	
Main Account Group	check paid reject	12676	150300	39	0.50000	Active	19.5	
Main Account Group	checks paid and other debits	22202	150100	28,774	0.10000	Active	2877.4	
Main Account Group	coin and currency deposited	ck199	10001A	254,015	0.00100	Active	254.015	

Main Account Group	ck131	100040	48	0.20000	Active	9.6
Main Account Group	ck018	250201	8,374	0.20000	Active	1674.8
Main Account Group	ck141	100040	1,699	0.00220	Active	3,737.8
Main Account Group	8172	100501	15	5.00000	Active	75
Main Account Group	001	100220	9,186	0.08000	Active	734.88
Main Account Group	002	100225	57,381	0.08000	Active	4590.48
Main Account Group	311	100225	132,338	0.07000	Active	9263.66 lockbox checks
Main Account Group	22051	010000	212	10.00000	Active	2120
Main Account Group	08052	100006	25	1.00000	Active	25
Main Account Group	CK061	100400	110	3.00000	Active	330
Main Account Group	es141	350120	814	2.50000	Active	2035
Main Account Group	12812	151352	227	0.50000	Active	113.5
Main Account Group	12812	151352	755	0.50000	Active	377.5
Main Account Group	34115	400272	23,207	0.05000	Active	1160.35
Main Account Group	34115	400272	26,174	0.05000	Active	1308.7
Main Account Group	12670	150410	3	5.00000	Active	15
Main Account Group	34100	400052	212	10.00000	Active	2120
Main Account Group	34120	400055	80	10.00000	Active	800
Main Account Group	34121	400274	8,776	0.05000	Active	438.8
Main Account Group	12670	150410	189	5.00000	Active	945
Main Account Group	IL152	609999	39	5.25000	Active	204.75
Main Account Group	NA	NA	12	0.00000	Active	0
Main Account Group	CK061	100400	69	3.00000	Active	207
Main Account Group	MD091	150240	18	15.00000	Active	270
Main Account Group	12681	150030	6	5.00000	Active	30
Main Account Group	12682	150120	21,754	0.05000	Active	1087.7
Main Account Group	12681	150030	20	25.00000	Active	500
Main Account Group	22015	151353	12	20.00000	Active	240
Main Account Group	DS255	151399	23,712	0.08000	Active	1896.96
Main Account Group	22020	151350	12	25.00000	Active	300
Main Account Group	22015	15135	48	20.00000	Active	960
Main Account Group	34336	150724	3	0.50000	Active	1.5
Main Account Group	52035	050425	39	0.02000	Active	0.78
Main Account Group	48205	050401	47	100.00000	Active	4700
Main Account Group	NA	NA	39	0.00000	Active	0
Main Account Group	48230	050301	537	1.00000	Active	537
Main Account Group	NA	NA	10,341	0.00000	Active	0
Main Account Group	48334	05999	7,205	0.10000	Active	720.5
Main Account Group	48220	050122	79,088	0.15000	Active	11863.2
Main Account Group	48331	05999	39	10.00000	Active	390
Main Account Group	03611	050000	576	2.25000	Active	1296
Main Account Group	48200	050020	39	185.00000	Active	7215
Main Account Group	NA	NA	10,958	0.00000	Active	0
Main Account Group	48221	050122	20,890	0.15000	Active	3133.5
Main Account Group	48221	050122	869	0.15000	Active	130.35
Main Account Group	48250	050530	44,062	0.10000	Active	4406.2
Main Account Group	48254	05111L	39	45.00000	Active	1755
Main Account Group	48234	050101	1,111	0.03000	Active	33.33
Main Account Group	48222	050002	5,252	0.02000	Active	105.04
Main Account Group	48234	050101	91,489	0.03000	Active	2744.67
Main Account Group	48234	050101	100,902	0.03000	Active	3027.06
Main Account Group	48258	050002	3	225.00000	Active	675
Main Account Group	NA	NA	2	0.00000	Active	0
Main Account Group	48235	050114	31,767	0.17000	Active	5400.39
Main Account Group	48333	05999	39	75.00000	Active	2925
Main Account Group	48334	05999	7,004	0.10000	Active	700.4
Main Account Group	CK164	100453	116	2.00000	Active	232

Main Account Group	remote dep file implement std	NA	NA	1	0	0.00000	Active	0
Main Account Group	remote dep remit file download	NA	NA	1	0	0.00000	Active	0
Main Account Group	remote dep remit implement std	NA	NA	1	0	0.00000	Active	0
Main Account Group	remote deposit image captured	NA	NA	101,925	0	0.00000	Active	0
Main Account Group	remote deposit monthly maint	15017	400003	109	25,00000	Active	Active	2725
Main Account Group	vault coin and currency	08062	100015	5,914,151	0.00070	Active	Active	4139.9057
Main Account Group	vault deposit correction	08172	100501	12	5.00000	Active	Active	60
Main Account Group	vault loose bills dep	NA	NA	164,847	0.00000	Active	Active	0
Main Account Group	vault number of bills deposited	NA	NA	164,847	0.00000	Active	Active	0
Main Account Group	vault per deposit charge	08173	100100	3,217	0.75000	Active	Active	2412.75
Main Account Group	wib 3rd party fee charlotte	NA	NA	12	0.00000	Active	Active	0
Main Account Group	wib cash deposits charlotte	03102	050000	3	10.00000	Active	Active	30
Main Account Group	wib cd fee charlotte	36722	050405	12	75.00000	Active	Active	900
Main Account Group	wib deposits charlotte	36724	050301	301	1.00000	Active	Active	301
Main Account Group	wib exception item image charlotte	NA	NA	4,271	0.00000	Active	Active	0
Main Account Group	wib exceptions charlotte	36713	050500	1,430	0.10000	Active	Active	143
Main Account Group	wib foreign check processing charlotte	03104	050100	1	10.00000	Active	Active	10
Main Account Group	wib healthcare daily delivery charlotte	NA	NA	6	0.00000	Active	Active	0
Main Account Group	wib healthcare daily delivery charlotte	NA	NA	6	0.00000	Active	Active	0
Main Account Group	wib healthcare daily delivery charlotte	NA	NA	8	0.00000	Active	Active	0
Main Account Group	wib healthcare daily delivery charlotte	NA	NA	15	0.00000	Active	Active	0
Main Account Group	wib healthcare daily delivery charlotte	NA	NA	3	0.00000	Active	Active	0
Main Account Group	wib healthcare daily delivery charlotte	NA	NA	8	0.00000	Active	Active	0
Main Account Group	wib healthcare daily delivery charlotte	NA	NA	1	0.00000	Active	Active	0
Main Account Group	wib healthcare daily delivery charlotte	NA	NA	6	0.00000	Active	Active	0
Main Account Group	wib healthcare daily delivery charlotte	NA	NA	5	0.00000	Active	Active	0
Main Account Group	wib image maintenance fee charlotte	36778	050022	12	0.00000	Active	Active	0
Main Account Group	wib maintenance charlotte	36709	05011R	12	190.00000	Active	Active	2280
Main Account Group	wib micr repair charlotte	NA	NA	50	0.01000	Active	Active	0.5
Main Account Group	wib package prep charlotte	36769	05011L	12	45.00000	Active	Active	540
Main Account Group	wib page scan per item charlotte	03905	05011R	6,901	0.03000	Active	Active	207.03
Main Account Group	wib payments charlotte	36755	050100	4,295	0.25000	Active	Active	1073.75
Main Account Group	wib per check imaged charlotte	03905	05011R	4,295	0.03000	Active	Active	128.85
Main Account Group	wib per envelope imaged charlotte	03905	05011R	3,417	0.03000	Active	Active	102.51
Main Account Group	online portal non repetitive wire	es139	350100	14	7.00000	Active	Active	98
Main Account Group	online portal repetitive wire	es139	350100	466	7.00000	Active	Active	3262
Main Account Group	online portalline wire maint	34205	400003	12	0.00000	Active	Active	0
Main Account Group	incoming wire	es030	350300	85	7.00000	Active	Active	595
Main Account Group	incoming wire	es030	350300	90	7.00000	Active	Active	630
Main Account Group	wire advice email	34123	400222	8	0.00000	Active	Active	0
Main Account Group	wire advice u.s mail	es072	350412	1	8.00000	Active	Active	8
Small Accounts	ach debit blanket block maint	34334	251050	12	5.00000	Active	Active	60
Small Accounts	ach received credit	es344	250202	103	0.10000	Active	Active	10.3
Small Accounts	dep acct usage fee (FDC) - total of avg mont IAMIB	000230	000230	553,091	0.00000	Active	Active	0
Small Accounts	branch check image access	12812	151352	12	0.50000	Active	Active	6
Small Accounts	check images with statement	NA	NA	2	0.00000	Active	Active	0
Small Accounts	check paid reject	12676	150300	71	0.00000	Active	Active	0
Small Accounts	checks paid and other debits	22202	150100	1,542	0.10000	Active	Active	154.2
Small Accounts	coin and currency deposited - branch	ck161	100006	12,178	0.00100	Active	Active	12.178
Small Accounts	credits posted	ck018	250201	68	0.20000	Active	Active	13.6
Small Accounts	deposit corrections	08172	100501	1	5.00000	Active	Active	5
Small Accounts	maintenance fee	22051	010000	22	10.00000	Active	Active	220
Small Accounts	night depository services	08052	100006	2	1.00000	Active	Active	2
Small Accounts	remote deposit items	706	100224	13	0.05000	Active	Active	0.65
Small Accounts	remote deposit items in state	706	100224	39	0.05000	Active	Active	1.95
Small Accounts	remote deposit items other	706	100224	94	0.05000	Active	Active	4.7

rfpPrep® - REFERENCE REPORT

Name Of Organization	Contact Person	Years of Service	Phone Number	Email Id	Fax Number	Address
City of Charleston	Donna Emerson	6	8437243710	emersond@charleston-sc.gov	8437203901	116 Meeting Street, Charleston, SC 29401
South Carolina Department of Social Servcies	Roger Bryant	1	8038984785	rogerbryant@dss.sc.gov	8037245683	3150 Harden St. Ext, Columbia, SC 29203
Beaufort Jasper Water & Sewer Authority	Sarah Linkimer	6	8439879253	sarahl@bjwsa.org		6 Snake Road, Okatie, SC 29909
Charleston County	Joni Sturdivant	20	8439584364	jsturdivant@charlestoncounty.org		2 Courthouse Square, Charleston, SC 29401
Mount Pleasant Waterworks	Mark Coffin	8	8439717529	mcoffin@mpwonline.com		1619 Rifle Range Road, Mount Pleasant, SC 29464

Exhibit "C"

Myers, Marlene

From: will.taylor@wellsfargo.com
Sent: Tuesday, April 9, 2019 4:42 PM
To: Thomas, Dave
Cc: Walls, Maria; Myers, Marlene
Subject: Wells Fargo "Best and Final Offer"

Importance: High

Dave, Maria and Marlene,

Thank you for the opportunity to provide revised pricing information in regards to our previous banking services proposal for Beaufort County. Each meeting has been informative to our team and we are eager for the opportunity to work with Beaufort County. Below you will find pricing changes and commentary for each of your categories. If your team has any questions regarding these changes, please don't hesitate to call – I am available on my cell phone Wednesday and Thursday.

1) Service Cost

We would like to offer the following benefits to working with Wells Fargo relating to Service Fees:

- a) We will modify our proposed pricing schedule of fees to reflect an additional 5% discount.
- b) We will waive all service fees through the end of October 2019*. *Armored Car Services would still be paid through compensating balances during this time.
- c) We will provide 4, new check scanners to the County for check deposits.
- d) We are offering this pricing as firm for the entire contract term – 9 years.

Additional Commentary

Please note that our pricing schedule included non-interchange related services associated with Ebill Express, Payment Gateway and IVR.

2) Earnings Credit Rate

We are offering to improve our ECR to 1.50%.

3) Merchant Services

We are offering Beaufort County a reduced Merchant Service (aka Convenience) fee of 2.35%.

Additional Commentary

Please note that Wells Fargo is also capable of providing a service fee of only 1.00% on all debit card transactions processed through IVR**. We are working to provide this same pricing for OTC and we will extend that same service fee break to those transactions when available. **If the County continues to accept American Express, the use of the 1.00% Debit Card Service fee will require their agreement due to recent complaints by American Express that this violates their policies.

Regards,

William Taylor

SVP, Relationship Manager
Government and Institutional Banking

16 Broad Street | Charleston, SC 29401
1441 Main Street | Columbia, SC 29201
Tel: 843-937-4573 | Cell: 843-991-5595 | Fax: 855-817-3821

will.taylor@wellsfargo.com

From: will.taylor@wellsfargo.com
To: [Thomas, Dave](#)
Cc: [Walls, Maria](#); [Myers, Marlene](#)
Subject: Wells Fargo "Best and Final Offer"
Date: Tuesday, April 9, 2019 4:42:53 PM
Importance: High

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will.taylor@wellsfargo.com

Exhibit "D"



BEAUFORT COUNTY TREASURER

P. O. Drawer 487

Beaufort, South Carolina 29901-0487

(843) 255-2600 FAX (843) 255-9444

BeaufortCountyTreasurer.com

April 15, 2019

To: Dave Thomas, CPPO, Purchasing Director

From: Maria Walls, CPA, Beaufort County Treasurer

Subject: Contract Award Recommendation for Request for Proposal (RFP) #030819, Banking and Treasury Services for Beaufort County

Background

The Beaufort County Treasurer's Office issued a Request for Proposal (RFP) for banking and treasury services, as well as merchant services; with the possibility of awarding the contracts separately, based on the best interests of Beaufort County and the Treasurer's Office. The contract being awarded is for five years with two two-year optional renewals. Consideration of the proposals was a two phase process. The first phase's scoring was primarily focused on pricing and overall service capabilities. The second phase included a site visit prior to each respondent's presentation and primarily focused on service solutions to address current pain points, as well as pricing.

There were seven banking institutions and one merchant service providers that responded with a proposal. The merchant service provider that responded submitted multiple, conflicting pricing proposals and as a result, was not considered.

The evaluation committee for Phase I consisted of:

Maria Walls, Beaufort County Treasurer

George Wright, Deputy Treasurer

Kimberly Chesney, Tax Collector

The evaluation committee for Phase II consisted of:

Maria Walls, Beaufort County Treasurer

George Wright, Deputy Treasurer

Kimberly Chesney, Tax Collector

Melanie Ott, Operations Manager

Doris Bowers, Assistant Operations Manager

Tanya Ward, Fiscal Technician III

Alicia Holland, Beaufort County Chief Financial Officer*

*The Finance Department was included in the Phase II site visits conducted with each Phase II proposer. Ms. Holland was invited to be a part of the Phase II evaluation committee but did not attend the presentations.

Funding

General Fund Account 10001020-51989

The Beaufort County Treasurer's Office, professionals serving with innovation and enthusiasm.

Recommendation

As the top ranked proposer, the banking and treasury services as well as the merchant services contract is awarded to Wells Fargo. Enclosed please find the scoring for both Phase I and Phase II.