



# Request for Proposal for Banking/Treasury Services/Electronic Payments

for

## Beaufort County

RFP #: 030819

Issued: February 8, 2019

Due:

Phase 1: March 8, 2019

Phase 2: March 28, 2019



---

## Table of Contents

<b>Introduction</b>	<b>3</b>
Purpose	3
About the County	3
Current Account Structure	3
Objectives	3
Deposits & Investments	4
Accounting Software	4
<b>Scope of Services</b>	<b>4</b>
Historic & Current Cash Balances	5
<b>General Process</b>	<b>6</b>
RFP Contact	6
Phase 1 - Qualification Round:	7
Cost Proposal	8
Phase 1 Weighting	8
Total possible points is 100, weighted as follows:	8
Phase 2 - Presentation Phase	9
Phase 2 Weighting	11
Total possible points is 100, weighted as follows:	11
Selection Criteria	11
Schedule of Events	11
<b>Appendix A</b>	<b>12</b>
Bank Account Overview	12
Treasury Services & Transaction Volumes	14
Main Account Group	14
Accounts Included in this Analysis Group:	14
Small Account Group	18
Accounts Included in this Analysis Group:	18
<b>Appendix B - Merchant Services</b>	<b>20</b>
<b>Appendix C</b>	<b>21</b>
Beaufort County Purchasing Policies and Contractual Requirements	21
Prohibition of Gratuities:	21
Title VI Statement:	21
Non-Discrimination Statement:	22
Contractual Requirements	23
Special Instructions	27



## 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](http://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](mailto: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](http://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. Offerors must acknowledge receipt of all addenda in [BankingRFP.com](http://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](http://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](http://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](http://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](mailto: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](mailto: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><b>Treasury 102 Account:</b></p> <ul style="list-style-type: none"> <li>• Avg Balance: \$23.7MM</li> <li>• 826 Transfers (\$676.2MM)</li> <li>• 1,022 ACH Debits (-\$14.9MM)</li> <li>• 2,322 Deposits (\$282.8MM)</li> <li>• 324 Wires out (-\$92.5MM)</li> <li>• 768 Other electronic debits (-\$845MM)</li> <li>• Other minor activity</li> </ul>	<p><b>Treasurer Tax (Interest):</b></p> <ul style="list-style-type: none"> <li>• Avg Balance: \$31.6MM</li> <li>• 13,192 Deposits (\$906.5MM)</li> <li>• 673 Transfers out (-\$134.3MM)</li> <li>• 197 Wires out (-\$363.5MM)</li> <li>• 387 Other electronic debits (-\$489.6MM)</li> <li>• 690 Returns (-\$1.6MM)</li> <li>• Other minor activity</li> </ul>	<p><b>Airport Operations:</b></p> <ul style="list-style-type: none"> <li>• Avg Balance: \$1.0MM</li> <li>• 1,162 ACH credits (\$2MM)</li> <li>• 1,287 Deposits (\$411K)</li> <li>• 7 Other electronic debits (-\$2.1MM)</li> <li>• 3 Transfers out (-\$400K)</li> </ul>
<p><b>Cnty Benefit Grants:</b></p> <ul style="list-style-type: none"> <li>• Avg Balance: \$1.3MM</li> <li>• 1,186 ACH credits (\$86MM)</li> <li>• 171 Deposits (\$2.8MM)</li> <li>• 49 Transfers out (-\$36.4MM)</li> <li>• 38 Other electronic debits (-\$53.5MM)</li> <li>• Other minor activity</li> </ul>	<p><b>Animal Shelter:</b></p> <ul style="list-style-type: none"> <li>• Avg Balance: \$62,140</li> <li>• 149 Deposits (\$89K)</li> <li>• 406 ACH credits (\$15K)</li> <li>• 3 Transfers out (-\$207K)</li> </ul>	<p><b>Community Development:</b></p> <ul style="list-style-type: none"> <li>• Avg Balance: \$899,500</li> <li>• 5,028 Deposits (\$31.8MM)</li> <li>• 1,035 ACH debits (-\$3.3MM)</li> <li>• 58 Transfers out (0\$16.8MM)</li> <li>• 23 Other Electronic debits (-\$13MM)</li> <li>• Other minor activity</li> </ul>
<p><b>EMS Lockbox Deposits:</b></p> <ul style="list-style-type: none"> <li>• Avg Balance: \$666,500</li> <li>• 3,265 ACH credits (\$5.6MM)</li> <li>• 812 Deposits (\$3.9MM)</li> <li>• 9 Transfers out (-\$4MM)</li> <li>• 12 Other electronic debits (-\$5.6MM)</li> </ul>	<p><b>Library (Interest):</b></p> <ul style="list-style-type: none"> <li>• Avg Balance: \$591,500</li> <li>• 1,248 Deposits (\$411K)</li> <li>• 1,167 ACH credits (\$270K)</li> <li>• 7 Transfers out (-\$600K)</li> <li>• Other minor activity</li> </ul>	<p><b>PALS Checking:</b></p> <ul style="list-style-type: none"> <li>• Avg Balance: \$538,500</li> <li>• 2,650 ACH credits (\$853K)</li> <li>• 3,355 Deposits (\$1.1MM)</li> <li>• 7 Other electronic debits (-\$2.1MM)</li> </ul>
<p><b>R O D:</b></p> <ul style="list-style-type: none"> <li>• Avg Balance: \$1.2MM</li> <li>• 2,275 ACH credits (\$4.6MM)</li> <li>• 4,428 Deposits (\$34.7MM)</li> <li>• 10 Wires out (-\$2.3MM)</li> <li>• 59 Transfers out (-\$17.7MM)</li> <li>• 34 Other electronic debits (-\$20.4MM)</li> </ul>	<p><b>Accounts Payable (Interest):</b></p> <ul style="list-style-type: none"> <li>• Avg Balance: \$4.3MM</li> <li>• 53,110 Checks (-\$380.2MM)</li> <li>• 9,904 ACH Debits (-\$122.2MM)</li> <li>• 811 Transfers in (\$517.8MM)</li> <li>• 14 Other electronic debits (-\$17MM)</li> </ul>	<p><b>Payroll:</b></p> <ul style="list-style-type: none"> <li>• Avg Balance: \$1.3MM</li> <li>• 6,805 Checks (-\$7.2MM)</li> <li>• 3,839 ACH debits (-\$174.1MM)</li> <li>• 78 Transfers in (\$183.8MM)</li> <li>• Other minor activity</li> </ul>
<p><b>Payment Escrow (Bankruptcy DTC):</b></p> <ul style="list-style-type: none"> <li>• Avg Balance: \$347,000</li> <li>• 122 Deposits (\$647K)</li> <li>• 18 Transfers out (-\$29K)</li> </ul>	<p><b>Prepayment Installment Escrow:</b></p> <ul style="list-style-type: none"> <li>• Avg Balance: \$1.7MM</li> <li>• 2,534 Deposits (\$10.5MM)</li> <li>• 250 ACH debits (-\$1.9MM)</li> </ul>	<p><b>BCDC Inmate (Interest):</b></p> <ul style="list-style-type: none"> <li>• Avg Balance: \$33,400</li> <li>• 708 Deposits (\$1.1MM)</li> <li>• 3,753 Checks (-\$2.5MM)</li> <li>• 1,830 ACH credits (\$1.4MM)</li> </ul>



Final Issuance Document

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



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

**Main Account Group**

<b>Deposit Information</b>	<b>Average/Total</b>
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			

<b>Treasury Service Description</b>	<b>Unit Pricing</b>	<b>Total Annual Volume</b>
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



Final Issuance Document

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



Final Issuance Document

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





Final Issuance Document

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)



<b>Treasury Service Description</b>	<b>Unit Pricing</b>	<b>Total Annual Volume</b>
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
<b>Total</b>	<b>31,852</b>	<b>\$11,861,603</b>

**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](mailto: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](http://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 contract 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.