

Indian River County Purchasing Division

1800 27th Street, B1-303 Vero Beach, FL 32960 Phone (772) 226-1416

Request for Proposals

Project Name: BANKING AND LOCKBOX SERVICES

RFP #: 2024007

RFP Opening Date: September 21, 2023

RFP Opening Time: 2:00 P.M.

All Proposals must be received by the Purchasing Division, 1800 27th Street, Vero Beach, Florida 32960 prior to the date and time shown above. Late responses will be not be accepted or considered.

The following must be received prior to the RFP Opening Date and Time Above:

1	Marked Original Copy, with all forms signed
4	Printed Copies for Committee (Committee sections only)
1	Single PDF file of entire submittal (including all forms) by email or
	dropbox/fileshare link emailed to purchasing@ircgov.com .
	USB/CD copies are not acceptable, due to our IT security procedures.
1	Copy of completed Exhibit A (Excel form), submitted in Excel format (not pdf) by
	email to purchasing@ircgov.com

Initial screening, ranking, final ranking and negotiations will be in accordance with the criteria specified within this solicitation. The Board of County Commissioners reserves the right to accept or reject any and all submittals and to waive any and all informalities.

Refer All Questions to:

Email: purchasing@ircgov.com

Scope of Services

1. Introduction

Indian River County ("County") Board of County Commissioners (BOCC) is seeking proposals from qualified public depositories to provide banking and lockbox services. Award will be made to a single Bank.

Background

Indian River County is a non-charter county, located on the east coast of Florida, approximately 135 miles north of Miami and 100 miles east-southeast of Orlando. The County has an estimated population of 165,559. Indian River County's budget for the fiscal year 2022/2023 is \$452 million.

The BOCC currently has 982 employees, with 946 on direct deposit. The BOCC utilizes a purchasing card system, with 97 employees who are users of the purchasing card. Payments to vendors are predominantly paid with checks, but ACH, wire, and automated electronic payables are also utilized for payments. The BOCC accounts utilize positive pay and block services for security.

Deposits are made daily for all County departments, either via night deposit, remote deposit, or courier delivery. A courier for the County picks up the previous day's validated deposit tickets every weekday. Remote County locations will visit the bank to make change periodically. The County's departments accept cash, checks, credit cards, and online payments.

2. Minimum requirements

Proposing banks must meet the following minimum criteria:

- Current certification as a "Qualified Public Depository" under the Florida Security for Public Deposits Act (Chapter 280 of Florida Statutes);
- 2. Home office or a full-service branch bank within Indian River County;
- 3. Have evidence of sufficient financial capacity.
- 4. Submit the last two of the most recent quarterly FDIC call reports; and,
- 5. Submit current ratings from independent bank rating agencies.

3. Scope of Required Banking Services

The following information provides detail as to the needs of the County for their banking services. Requested information and documentation should be submitted in your proposal in the same order as presented below, and as listed on Exhibit B:

General

The banking services detailed in this section will be performed for the County on a contractual basis for the period January 1, 2024 to December 31, 2026 with an option to renew for <u>two</u> additional two—year periods. Banking service charges and interest rate and/or earnings credit for the renewal period will be based on negotiations with the bank.

Account Structure

The County desires to maximize its cash availability through the use of concentration and zero-balance accounts. This main account structure will be comprised of a **Concentration Account**, and six zero-balance accounts: **Deposit, Utilities, Accounts Payable, Payroll, Johns Eastern-Worker's Comp and Johns Eastern-Liability.** The County will also maintain one separate account **(Housing)** that is not part of the main account structure and is not a zero-balance account.

All balances in the main account structure, whether available or unavailable, will be maintained in the Concentration Account. The balances in the Deposit, Utilities, Accounts Payable, Payroll, Johns Eastern-Worker's Comp and Johns Eastern-Liability Zero-Balance Accounts will be transferred or reimbursed at the close of the business day. These zero-balance accounts will always have a zero ledger balance at the beginning of each business day. Transfers between the accounts will be charged to the County only as transfers and not also as items deposited and checks paid.

The County reserves the right to open additional accounts, including zero-balance type accounts, during the contract period at the price proposed in this proposal.

The following bank accounts are included in this RFP:

Concentration Account

The purpose of this account is to concentrate the cash balances on a daily basis. All wire transfers (incoming and outgoing) and the majority of the ACH transactions will occur in this account. Deposits and withdrawals from the Deposit, Utilities, Accounts Payable, Payroll, Johns Eastern-Workers Comp, and Johns Eastern-Liability accounts will be transferred to or reimbursed from the Concentration Account on a daily basis. Any available balances remaining in the Concentration Account will be automatically invested in the Automatic Overnight Investment by the bank in accordance with this RFP.

Deposit Account (Zero-balance)

This account will serve as one of the principal accounts for all deposits into the overall account structure. Deposits will be made daily into this account from various BOCC departments. There will be some ACH transactions occurring within this account.

Utilities Account (Zero-balance)

This account will serve as the other principal account for deposits into the overall account structure. This account is designated only for transactions that relate to our Utilities Department. All deposits for the retail lockbox will be credited to this account. This account will have ACH transactions.

Accounts Payable (Zero-balance)

This account will be used solely to process disbursements for accounts payable. There will not be any deposits into this account, except for the transfer from the Concentration Account to cover checks presented for payment.

Payroll (Zero-balance)

This account will be used to process payroll checks only to employees. There will not be any deposits into this account, except for the transfer from the Concentration Account to cover checks presented for payment.

Johns Eastern – Worker's Comp (Zero-balance)

This account will be used to process disbursements related to worker's compensation. The disbursements will be processed by Johns Eastern Company, as a third party provider to the County. There may be a few deposits into the account per month.

Johns Eastern – Liability (Zero-balance)

This account will be used to process disbursements related to insurance liability payments. The disbursements will be processed by Johns Eastern Company, as a third party provider to the County. There may be a few deposits into the account per month.

Housing Account

This account will be used to process deposits and disbursements related to the County's Housing Choice Voucher Program. This account will <u>not</u> sweep into the Concentration Account. Any interest earnings on this account must be calculated separately and posted to this account. All account fees must be calculated separately and charged to this account.

Other Accounts

Other accounts may be established over the contract term by the County.

Wire Transfers

Incoming

The County intends to consider any incoming wire transfers as "available for investment" on the day received by the bank.

Outgoing

The Bank will be required to make timely execution of any orders for outgoing wire transfers. The County will enter all wire transactions via electronic access, which requires a two-person approval structure. The County also requires a wire transfer system that allows for storing of repetitive wire transfer instructions and templates. The County will notify the Bank of any outgoing wire transfers via Electronic Access prior to the Bank's cutoff time. Provide the cutoff time for outgoing wires. If necessary, adjustments will be made for any lost interest, or charges resulting from a "fail" to consummate a transaction due to the bank's untimely transmission of the wire. Explain your bank's security procedures for wire verifications.

Include a copy of your "Wire Transfer Agreement" with your proposal. The County reserves the right to negotiate the Wire Transfer Agreement. Please indicate if your bank is unable to negotiate the Wire Transfer Agreement.

ACH Transactions

The County currently initiates Automated clearinghouse (ACH)-debit and ACH-credit transactions. ACH-debit transactions are initiated from the Utilities Account 2-3 times a week for customers who have signed up for automatic electronic payment of their utility bill. ACH-credit transactions are initiated from the Concentration Account. Besides vendor payments processed as needed, ACH-credit transactions include transmission of the payroll direct deposit file 2-3 times per month. If not manually generated through the bank's online banking

service, ACH payment files are generated from our Tyler Technologies Enterprise ERP Munis software ("Munis") or Utilities CIS Infinity software.

The County utilizes ACH debit block and filter services for its accounts. Please provide detail on how that service works with your institution, including cutoff times and security measures.

The County requires that the awarded bank be a sending and receiving bank of the National Automated Clearing House Association (NACHA). Please provide information on how ACH transactions can be submitted through the bank's software system (including file specifications), the required cutoff times, and the necessary security procedures that are in place to protect those ACH files and the customer information within them. Please describe the bank's policy regarding pre-notifications, returned ACH presentments, and ACH block and filter services.

The majority of County vendor payments are made via check, but the County would like to begin transitioning to more ACH payments to vendors. Please provide information on your bank's ability to process an electronic file for vendor payments that could be generated from the County's Munis financial software program.

Availability of Funds

The Bank will be required to credit the County's accounts for Incoming Wire Transfers on the same day, with availability at time of receipt, and credit ACH entries on the day of receipt.

All other items will be based on the awarded bank's "availability schedule". Proposing banks are required to attach a copy of their current "availability schedule" to the proposal and to note whether their policy differs from the Federal Reserve Bank. Awarded bank agrees to notify the County, in writing, of any changes to the Federal Reserve schedule, or the bank's schedule if it differs from the Federal Reserve's.

Monthly Statements and Account Analysis

Monthly bank statements will be for the full calendar month and will be delivered to the County's Comptroller Division within ten (10) calendar days after the end of the month.

Monthly account analysis statements will also be for the full calendar month and will be delivered to the County's Finance Department within ten (10) calendar days after the end of the month. Fees due for the main account structure for the month shall be deducted from the Concentration Account. Fees for the Housing account will be deducted from that account individually.

State your bank's ability to download and print the monthly bank statements and account analysis statements online, including when they will be made available online, and for what length of time they remain available online.

Include a sample copy of one of your bank's statements, as well as a sample copy of the account analysis statement.

Collection and Deposit Services

Deposits will be made periodically during the business day to a teller or location mutually agreed upon by the County and the Bank. Please provide cutoff times for same day credit of deposits. Deposits will be brought to the branch via a courier who will pick up the validated deposit tickets the following day for any deposits made in the

night drop.

Please provide your bank's policy on strapped/rolled funds in deposits, the type of deposit bags that are to be utilized, as well as the procedures for change order processing. Please provide addresses for all branch locations.

The County utilizes desktop/remote deposit for deposits into the Deposit account only. Provide the cost for a scanner(s) and related warranty as well as the cut-off time for same day credit of deposits made utilizing this method. The County currently utilizes two scanners for desktop/remote deposit.

All returned checks will be automatically deposited a second time. If the check is returned a second time, the bank will provide notification to the Comptroller Division for further instructions.

The County will not be charged for any debit or credit memos required to adjust errors caused by the Bank. Provide a copy of your bank's policy on dispute resolution, and time frames for corrections of errors. In regards to deposit errors, any errors noted in deposits made at branches will be communicated to the Comptroller Division for confirmation, before continued processing of the deposit.

Collateralization of Deposits and Overnight Investment Program

The funds of the County are statutorily required to be collateralized in accordance with Chapter 280, Florida Statutes.

The Bank will automatically invest the <u>available</u> balance in the Concentration Account on the bank's books at the close of the business day, into an account within the bank. The balance on the books at the close of the business day should include any incoming wires received during the day, less any outgoing wires. The collected balance in the Concentration Account averages between \$20 and \$25 million per day.

The daily investment rate specified for the account will be based on the Effective Federal Funds Rate for the day plus or minus a set spread. Exceptions to this specified basis of the Effective Federal Funds rates must be provided on Exhibits A and B. If a rate basis other than the Effective Federal Funds rate is proposed, then also indicate on Exhibits A and B a one year history of that rate basis. Please provide detail on how the overnight investment earnings rate that you are proposing will be calculated. Please provide a floor rate if applicable. Interest should be calculated and posted monthly to the Concentration Account.

The investment of any available funds in the **Housing** account will follow the same process as required for the Concentration Account. The collected balance in the Housing Account averages between \$500,000 and \$600,000 per day.

Retail Lockbox

The County currently uses a retail lockbox for processing of utilities payments. Descriptions of services and volumes are included on Exhibit A. The following are minimum specific requirements for the retail lockbox:

a) The mailing address and physical location of the lockbox are to be located in the State of Florida or Southeast area. Please note if the lockbox will have its own separate zip code. If a third party is used for lockbox services, please provide the necessary information related to that third party provider. Please note as an exception on Exhibit B if the lockbox will be located out of the State of Florida or Southeast.

- b) The Bank will pick up all items in the lockbox at least once every business day.
- c) The County requires all items deposited in to the lockbox to be scanned, and the images to be available online for review and online decisions of any exceptions.
- d) Bank personnel will process the payments by matching the amount of the check with the amount of the bill on the coupon remitted by the customer. The lockbox work will be opened and processed by the following groups:
 - **Group A** Checks received in envelopes with coupons.
 - **Group B** Checks received in envelopes without coupons but customer and/or account number included on check.
 - **Group C** Payments received via electronic transfers that were initiated from the customer's online banking system, also known as Customer Initiated Entry (CIE) payments.
 - **Group D** Checks received in envelopes without coupons and no customer and/or account number included on check.
 - **Group E** Items with the incorrect payee, not signed, or no check.

Groups A, **B**, and **C** items will be deposited.

Groups D and E items will be scanned and emailed to Utilities Department by 11:00 AM to provide further information for processing.

Any items in **Groups D and E** that cannot be processed will be: 1) returned to the County Utilities Department, with all enclosures and envelopes <u>or</u> 2) rejected entirely by the Utilities Department.

- e) All checks with coupons that are in agreement will be entered into the bank's computer system by customer account number. Remittance stubs that are not in agreement with the checks will be deposited, as stated previously, and entered into the bank's computer system by customer account number. All other items will be returned as stated above.
- f) All correspondence from Utilities customers will be forwarded to the County Utilities Department.
- g) The bank agrees to transmit the above information in an electronic file via email to a designated Utilities representative before 3:00 p.m. of the day of processing by the bank. The County utilizes Advanced Utilities CIS Infinity software. All file specifications will be provided to the awarded bank. Please note if the bank currently supplies such files to customers using the Advanced Utilities CIS Infinity software program.
- h) All funds received in a day will be deposited into the Utilities Account of the Bank before the bank cutoff time for same day credit.
- The Bank is prohibited from contacting any customer regarding their account or payment. All questions are to be directed to the Indian River County Utilities Department.

j) Please provide information as to whether your lockbox service can accept change of address and credit card payment acceptance on the coupon, and, if so, can that information be provided to the Utilities department in a separate file (spreadsheet).

Online Banking Services

The Bank will have electronic access available to the designated individuals within the County to transact business for the County.

The County requires the ability to process wires, view account balances and transactions, place stop payments, send positive pay files, decision positive pay items, and send ACH files via online access.

The County requires the ability to view images via online access (i.e. copies of cleared checks, deposit tickets, deposited items, returned checks, and bank adjustments).

The County requires the ability to view same day transactions via online access.

Provide information on how County staff will be trained on your bank's online access system.

Provide a link to a demo of your online system, if available, and indicate the number of different banking sites required for staff to use, based on the services requested in the RFP.

Provide detailed information on the online site's security features. In regards to wire transfers, the County requires that any outgoing wires be set up to require a secondary approver on all transfers.

Provide information on the support available from the bank for the online access.

Please provide information on any costs related to the online banking services on Exhibit A.

Account Reconciliation

The Bank will provide full reconciliation service for the accounts payable and payroll accounts. Please detail the bank's file specifications for reconciliation services (cleared check files). The County utilizes the Tyler Technologies Enterprise ERP (Munis) software program.

The Bank will provide a "Positive Pay" service for the **Accounts Payable, Payroll, Housing and both Johns Eastern accounts.** Please provide detailed information on your bank's positive pay service, specifically if there are limits in the number or type of files that can be received as well as if the files can be transmitted via online access. The County desires to utilize a <u>positive pay service with payee validation for issued and voided check files</u>. Please provide file specifications for transmitting the positive pay file electronically.

The County also utilizes Check Block service that would prevent the clearing of a fraudulent check against certain County accounts that do not issue checks. Please provide information on this service from your bank.

The Bank shall maintain electronic copies of cleared checks for a minimum of 5 years for the **Accounts Payable**, **Payroll**, **Housing and both Johns Eastern accounts**. Please note what type of software the bank will provide to the County for researching and viewing of cleared checks. Provide any related charge in Exhibit A for maintaining these check copies.

E-Payables/Accounts Payable Vendor Payment Services/Purchasing Card

The County utilizes an e-payables (virtual card) service that allows for payment to some of our vendors via the VISA network. Upon processing selected invoices, a file is created transmitting the payment information to VISA, which generates an email to our vendors notifying them of payment. Vendors log in to VISA's payment system and receive a one-time credit card number to use to process payment for the related invoice(s). The County's calendar year transactions under this service totaled \$2.3 million for 2022.

The County also maintains a single County credit card to be used for payments to select vendors on their websites. The County's calendar year transactions under this service totaled \$441,000 for 2022. The County has a purchasing card program for specific employees. Currently, there are 97 purchasing cards with an annual volume of approximately \$80,000.

1. Provide information on your bank's ability to provide the requested services and the rebate or revenue share amount the County would receive on the transactions. Please do not include rebate/revenue share in calculations on Exhibit A.

Merchant Services

Several County departments accept credit card payments. Should the County desire to change the current merchant service provider, please provide information regarding the fees as well as the specifications for the credit card terminals. The County is requesting information only on this service and the related fees will not be part of the overall fee calculation. Do not include these fees on Exhibit A.

Main Contact Person(s) by Area

The County requests that the proposing bank provide the names of the contact person(s) by operations area. The County also requests that there be one main contact for the County to call on all issues. Please provide the name and location of that main contact.

Supplies and Specifications

The County intends to pay for all services specified within this RFP. Other services that the banks customarily provide at no cost shall not be included. All other supplies must be priced separately and included in the proposal submitted on Exhibit A.

Please provide MICR specifications to the County. The County will be responsible for all check printing.

Overdraft Processing

The County does not have a history of overdrafts, always maintaining adequate balances on hand to prevent overdrafts. However, the County may perform daylight overdrafts to the extent that incoming wire transfers are expected during the business day. Although the County acknowledges that daylight overdraft cap limits are confidential information, please describe in detail your bank's policy for handling daylight overdrafts and how daylight overdrafts for the County will be handled.

In the event that an incoming wire transfer does not arrive by the close of the wire transfer operations, interest on any overdrawn balances will be calculated using the same formula that the County receives interest on the Automatic Overnight Investment Agreement.

Stop Payment Services

The County may have need to periodically place stop payments on specific checks. Please describe your bank's stop payment services, specifically the length of time it remains and the ability to place the stop payment via online access.

Other Services

The County, subject to its future needs, reserves the right to request additional banking services not covered by this RFP, at such cost, and under such terms as may be agreed upon, in writing by all parties, and such additional services shall then be subject to all the terms and conditions of the Contract awarded under this RFP.

Analysis Fees

Complete all tabs of Exhibit A with the related fees for services, as well as the tab for the earnings credit and interest rate on excess balances. Describe the method used to calculate the earnings credit rate. The County reserves the right on an annual basis to change between compensating balances and direct fees.

Constitutional Officers

The final contract will include authorization for any Indian River County constitutional officer (Clerk of Circuit Court, Property Appraiser, Tax Collector, Sheriff, and Supervisor of Elections), to piggyback the terms, conditions, and pricing of the contract.

Management Experience and Government References

Please provide information regarding the management team that would represent the account and their related experience with other governmental accounts. Please also include references from two comparable Florida public entities that the County may contact.

Submittal Instructions

Information to Be Submitted: All printed and electronic submittals must be received, as instructed on the first page of this RFP, prior to the opening date and time. Submittals must include and are requested to be organized as follows:

ALL COPIES:

- a. Provide evidence of qualifications and capabilities to provide services:
 - 1. Submit evidence that it is currently certified as a "Qualified Public Depository" under the Florida Security for Public Deposits Act (Chapter 280 of Florida Statutes);
 - Submit evidence of its home office or a full-service branch bank within Indian River County (provide map of locations);
 - 3. Submit audited financial statements for the past two fiscal years (each must include an auditor's unqualified opinion and appropriate notes to the financial statements);
 - 4. Submit the last two of the most recent quarterly FDIC call reports.
 - 5. Submit ratings from independent bank rating agencies.
- b. Provide detail to address the questions asked in the scope of services. Use Exhibit B as the cover pages of this section. Additional tabs may be used in this section to facilitate location of information.
- c. Provide resumes of the management team that will be servicing the County's accounts. Provide the number of years and governmental accounts serviced.
- d. Provide at least 2 references of comparable governments, including contact information.
- e. Printed copy of Exhibit A (fees and compensation)
 - 1. Bank service charges included on Exhibit A will be considered the total cost of providing that service as herein defined in this Request for Proposal (RFP). The current activity levels for specific services are provided on Exhibit A. If you have additional services or charges in addition to these, they must be included on Exhibit A when you send in your proposal. After the contract has been awarded, any further additional charges to provide the defined service will not be allowed, and will subject the bank contract to termination by the County. Any changes in the scope of the services (other than very minor changes) will be subject to negotiation between the County and the Bank.
 - 2. Make no modifications to the form

Submit the following only in the original and electronic copies (forms do not need to be completed by subconsultants):

- f. Firm Information form
- g. Sworn statement on Disclosure of Relationships as per Section 105.08 of the Indian River County Code.
- h. Certification Regarding Prohibition Against Contracting with Scrutinized Companies
- i. Certification regarding lobbying
- j. Certification regarding debarment
- k. Provide a sample agreement you would propose, if awarded these services

There is no page limit, however, please consider the committee's limited time and the need for Proposals to be concise. Images of licenses and certifications are not desired. Please provide only information relevant to the requested services, and please double-side where possible. A single page cover letter may be included, but is not requested or required.

Proposals should not be marked "confidential", "trade secret" or the like. Any information submitted that is exempt from disclosure, in accordance with Florida Statute, MUST be submitted in a separately sealed envelope, and include the reference in statute that authorizes the County to withhold that specific information from public record requests. The County reserves the right to not consider Proposals containing excessive exempt material, at the County's sole interpretation. This includes submittals summarily marked as exempt, confidential, or the like.

Method of Selection: The County shall convene a Selection Committee of which the responsibility shall be as follows:

- a. Independently review and evaluate each Submittal
 - 1. Each Committee member shall evaluate each firm by assigning a number of points for each criterion, as established in the solicitation, and then totaling the number of points for all criteria.
 - 2. Each Committee member shall then rank the firms on the basis of the total number of points received for all criteria, with the firm receiving the most points being ranked # 1.
- b. As a "Committee of the whole", develop a combined ranking order of all Submittals meeting minimum qualifications. The ranking of firms shall be done in the following manner:
 - 1. The rankings received by each firm from all Committee members shall be totaled and divided by the number of Committee members, to produce an average ranking.
 - 2. The firm receiving the lowest average ranking (i.e. closest to # 1) shall be ranked the # 1 firm, and the process repeated until all firms have been ranked according to their average ranking.
 - 3. In the event of a tie, the ranking of tied firms shall be determined by a comparison of the total number of points received by each firm from all Committee members. The firm with the highest number of points will be awarded the higher ranking position.
 - 4. The Committee may discuss the rankings and their reasons behind them, and each member may modify their ranking of firms accordingly until the Committee is satisfied with the rankings.
 - After interviews (if interviews are held in an RFP process), and based upon information learned during the interviews, each Committee member will rank the firms in order of preference and a consolidated final Committee ranking established.
- c. The County may, solely at its own option, seek additional Submittals with this or a similar Submittal in the event the County, solely at its own option, determines that the quantity and/or quality of Submittals received is insufficient to meet the County's needs and/or that award of a contract arising from this RFP would not be in the public interest.
- d. The Committee shall forward its recommendations in accordance with the ranking to the Indian River County Board of County Commissioners, which shall, at its sole option, authorize negotiations of a contract pursuant to the requirements of Florida law.
- e. The Indian River County Board of County Commissioners possesses sole authority to award a contract for the services sought herein.

Criteria for Award:

EVALUATION CRITERIA	EVALUATION POINTS MAXIMUM
1. Scope of Required Banking Services (sections a and b)	35
2. Fees and Compensation (section e - Exhibit A)	30
3. Management Qualifications and Experience (section c)	20
4. References (section d)	15
TOTAL	100

Anticipated Timeline

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Event	Date			
Advertise for Proposals	Friday, August 18, 2023			
Deadline for Questions	5 p.m. EST, September 11, 2023			
Proposals Due before 2:00 p.m. on	Thursday, September 21, 2023			
Initial Selection Committee Meeting	October 2, 2023			
Interviews (if held)	October 9-10, 2023			
Recommendation of Award presented to BCC	October 17, 2023			
Contract term commences	January 1, 2024			

General Instructions

Cone of Silence. Potential respondents and their agents must not communicate in any way with the Board of Commissioners, County Administrator or any County staff other than Purchasing personnel in reference or relation to this solicitation. This restriction is effective from the time of solicitation advertisement until the Board of County Commissioners meets to authorize award. Such communication may result in disqualification.

Sealed Submittals and Envelope Markings: All responses shall be submitted in a sealed envelope or box. The outside of the envelope shall be clearly marked with the Consultant's Name and Return Address, Proposal #, Title, Date of opening, and Time of Opening.

Opening Location: Responses must be received by the Purchasing Division at 1800 27th Street, Vero Beach, FL 32960, on or before the closing hour and date listed in the Request for Proposals. Proposals submitted after the stated time and date will not be accepted or considered.

Public Record Exemption: Correspondence, materials, and documents received pursuant to this solicitation become public records subject to the provisions of Chapter 119, Florida Statutes. Should the proposer assert any exemptions to the requirements of Chapter 119, Florida Statutes, and related statutes, the burden of establishing such exemption, by the way of injunctive or other relief as provided by law, shall be upon the Proposer. To the extent records are redacted as requested by the Proposer in response to a public records request submitted to the County, Proposer shall indemnify and defend the County in any related litigation.

Taxes: Indian River County is exempt from any taxes imposed by State and / or Federal Government. Exemption Certificates, if required, are to be furnished by the successful Consultant and will be filled out by the County.

Indemnification: The Consultant shall defend, indemnify and hold harmless the County and its commissioners, officers, employees and agents, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.

Public Access: The Consultant shall comply with Florida's Public Records Law in accordance with the provisions of Chapter 119, Florida Statutes. Specifically, the Consultant shall keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service. The Consultant shall provide the public with access to public records on the same terms and conditions that the County would provide the records at a cost that does not exceed the costs provided in Chapter 119 or as otherwise provided by law. The Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. The Consultant shall meet all requirements for retaining public records and transfer, at no cost, to the County, all public records in possession of the Consultant upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

Public Entity Crimes: Pursuant to Florida Statutes Section 287.133(2)(a), all Consultants are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity (defined as the State of Florida, any of its departments or agencies, or any political subdivision); may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or

public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes Section 287.017 for CATEGORY TWO [currently \$35,000] for a period of 36 months from the date of being placed on the convicted vendor list. A "public entity crime" means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

Suspension and Debarment: Indian River County will not make award to parties listed on the government-wide exclusions in the System for Award Management (SAM). The Consultant agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Scrutinized Companies Lists: The Consultant certifies that it and those related entities of respondent as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, Contractor certifies that it and those related entities of respondent as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. The County may terminate this Contract if Company is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes. County may terminate this Contract if Company, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies, that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

Accordingly, firms responding to this solicitation shall return with their response an executed copy of the attached "Certification Regarding Prohibition Against Contracting With Scrutinized Companies." Failure to return this executed form with submitted bid/proposal/statement of qualifications will result in the response being deemed non-responsive and eliminated from consideration.

Non-Discrimination: Indian River County will not knowingly do business with vendors or contractors who discriminate on the basis of race, color or national origin, sex, sexual orientation, gender identity, age and/or disability. Through the course of providing services to the County, Contractors shall affirmatively comply with all applicable provisions of Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as well as all other applicable regulations, guidelines and standards. Any person who believes their rights have been violated should report such discrimination to the County's Title VI/Nondiscrimination Coordinator through the office of the County Attorney.

E-Verify: Consultant must be registered with and use, at their sole expense, the Department of Homeland Security's E-Verify system (www.e-verify.gov) to confirm the employment eligibility of all newly hired employees, as required by Section 448.095, F.S. Owner, contractor, and subcontractors may not enter into a

contract unless each party to the contract registers with and uses the E-Verify system. Consultant is responsible for obtaining proof of E-Verify registration for all subcontractors/subconsultants. This requirement applies to any provider of services or goods.

Local Preference: Indian River County has no local ordinance or preferences, as set forth in section 255.0991(2), Florida Statutes, in place, therefore no preference prohibited by that section will be considered in the acceptance, review or award of this solicitation.

Prohibition Against Considering Social, Political or Ideological Interests in Government Contracting: Proposers are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the County will not request documentation of or consider a Consultant's social, political, or ideological interests when determining if the Consultant is responsible. Proposers are further notified that the County's governing body may not give preference to a Consultant based on the Consultant's social, political, or ideological interests. Proposers shall not provide any information relating to these interests in their submittal.

Regulations: It shall be the responsibility of the Consultant to assure compliance with any OSHA, EPA and / or other Federal or State of Florida rules, regulations, or other requirements, as each may apply.

Interpretations: All questions about the meaning or intent of the Request for Proposals are to be submitted to the Purchasing Division (purchasing@ircgov.com) ten (10) or more days before the date fixed for opening of the RFP. Interpretations, modifications, responses, or clarifications considered necessary by County in reply to such questions will be issued by Addenda. Only questions answered or changes made by Addenda will be binding. Oral and other interpretations, modifications, or clarifications will be without legal effect. All such Addenda shall become part of the RFP documents.

Applicable Law and Venue: Contract(s) resulting from this RFP and all rights and duties of the parties hereto shall be governed by the laws of the State of Florida, including but not limited to the provisions of the Florida Uniform Commercial Code Chapters 671-679 F.S., for any terms and conditions not specifically stated in this solicitation and resulting agreement. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Contract shall be in Indian River County, Florida, or, in the event of a federal jurisdiction, in the United States District Court for the Southern District of Florida.

Conflict of Interest: Any entity submitting a bid, proposal, qualifications or entering into a contract with the County shall disclose any relationship that may exist between the contracting entity and a County Commissioner or a County Employee. The relationship with a County Commissioner or a County Employee that must be disclosed is as follows: father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, or grandchild. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity. The disclosure of relationships shall be a sworn statement made on a County approved form. Failure to submit the form will be cause for rejection of the bid or proposal.

Prohibition Against Contingent Fees: If a contract is entered resulting from this request for qualifications, it shall include a prohibition against contingent fees statement, as required by FS 255.087.

Right to Protest: Any actual or prospective responding Proposer who is aggrieved in connection with a competitive selection process may protest to the Purchasing Manager. The protest shall be submitted to the

Purchasing Manager in writing within five (5) calendar days after the bidder or proposer knows or should have known of the facts giving rise to the protest. If the protest is not resolved by mutual agreement, the Purchasing Manager shall promptly issue a decision in writing, after consulting the Department and the Office of the County Attorney.

Committee Meetings: Notice of committee meetings will be posted to the RFP's listing on Demandstar.com and Vendor Registry, both available through the County's web site

(www.ircgov.com/departments/budget/purchasing). Any portion of a meeting pursuant to a competitive solicitation, at which negotiation strategies are discussed, a vendor makes an oral presentation, or answers questions as part of a competitive solicitation is exempt from the Public Meeting requirements in Chapter 286.011 (per Chapter 286.0113(1)(b)1).

Awards: The County reserves the right to cancel the solicitation, reject any and all Proposals or waive any irregularity or technicality in submittals received. The County reserves the right to not make any award(s) under this solicitation.

Termination by the County: The County reserves the right to terminate a contract by giving thirty (30) days notice, in writing, of the intention to terminate, if at any time the Consultant fails to abide by or fulfill any of the terms and conditions of the contract. The County also reserves the right to terminate this contract for convenience of the County and / or with or without cause.

Compliance with Laws and Regulations: Consultant agrees that they will comply with all Federal, State, and Local Laws and Regulations applicable to the production, sale, and delivery of the goods or the furnishing of any labor or services called for by this solicitation and resulting agreement, and any provisions required thereby to be included herein shall be deemed to be incorporated herein by reference. Noncompliance may be considered grounds for termination of contracts.

Insurance:

The Consultant shall provide, prior to execution of the contract, the insurance required under this section for approval by the County. Firm's insurance shall be primary. The County shall be named as an additional insured for both General Liability and Automobile Liability. The awarded firm shall maintain the following limits of insurance during the term duration of this agreement.

General Liability

Each Occurrence \$500,000

Fire Damage-any one fire \$50,000

Medical Expenses-any one person \$5,000

Personal and Advertising Injury \$500,000

General Aggregate \$500,000

Combined Single Limit \$500,000

Automobile Liability – Combined Single Limit \$500,000

Worker's Compensation as required by the State of Florida Each accident \$100,000 Each Disease – Each employee \$100,000 Each disease – policy limit \$500,000

Professional Liability Insurance

\$1,000,000 per occurrence \$2,000,000 aggregate combined single limit \$5,000 maximum deductible per claim

The policy shall cover the firm, all employees, and/or volunteers, and all independent contractors, subcontractors and professional contractual persons hired or retained by contractor.

All above insurance policies shall be placed with insurers with a Best's rating of no less than A-VII. The insurer chosen shall also be licensed to do business in Florida. The insurance policies procured shall be "Claims Made" policies or as generally available on the open insurance market.

The Insurance Carriers shall supply Certificates of Insurance evidencing such coverage to the Indian River County Risk Management Department prior to the execution of this Agreement.

The insurance companies selected shall send written verification to the Indian River County Risk Management Department that they will provide 30 days written notice to the Indian River County Department of Risk Management of its intent to cancel or terminate.

Indian River County reserves the right to accept or reject any or all proposals in whole or in part and waive any and all any technicalities or irregularities.

COMPANY INFORMATION

Communications concerning this proposal shall be addressed to:

Company Na	um o				
Company Na	ille				
Tax ID Numb	er		W	/-9	Attached \square
Contact Nam	ne		PI	none	
Title			Er	mail	
Address					
ho following	addanda ara bar	ahu a dinawila daadi			
ne ronowing	addenda are ner	eby acknowledged:			
	Addendum Nu	mber	Date		

SWORN STATEMENT UNDER SECTION 105.08, INDIAN RIVER COUNTY CODE, ON DISCLOSURE OF RELATIONSHIPS

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1.	This sworn statement MUST be submitted with Bid, Proposal or Contract No. 2024007
	for Banking Services
2.	This sworn statement is submitted by:
	(Name of entity submitting Statement)
	whose business address is:
	and its Federal Employer Identification Number (FEIN) is
3.	My name is
	(Please print name of individual signing)
	and my relationship to the entity named above is
4.	I understand that an "affiliate" as defined in Section 105.08, Indian River County Code, means:
	The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity.
5.	I understand that the relationship with a County Commissioner or County employee that must be disclosed as follows:
	Father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, or grandchild.
6.	Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]
	Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the

• • • • • • • • • • • • • • • • • • • •	ationships as defined in section 105 er or County employee.	08, Indian River County Code, with any
partners, shareholde	-	ore of the officers, directors, executives, who are active in management of the mmissioner or County employee:
Name of Affiliate or entity	Name of County Commissi or employee	oner Relationship
		(Signature)
STATE OF		(Date)
COUNTY OF		
	d subscribed before me by means of, by	of □ physical presence or □ online (name of
	, -	y Public - State of Florida) missioned Name of Notary Public)
☐ who is personally known	to me or □ who has produced as identification.	

CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

(This form MUST be submitted with your response)

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Name of Respondent:		
Ву:		
(Authorized Signature)		
Title:		
Date:		

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Firm certifies, to the best of his or her knowledge, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

truthfulness and accuracy of

The Consultant,	, certifies or affirms the truthfulness and accuracy of
each statement of its certification and disclosure, if a	any. In addition, the Contractor understands and agrees that
the provisions of 31 U.S.C. § 3801 et seq., apply to the	is certification and disclosure, if any.
Signature of Consultant's Authorized Official	
Name and Title of Consultant's Authorized Official	
Data	
Date	

Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION

(1) The CONSULTANT certifies, by submission of this proposal, 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 Federal department or agency.	

this transaction by any Federal department or agency.
(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.
Signature of Proposer's Authorized Official
Name and Title of Proposer's Authorized Official

EXHIBIT "B" BANKING SERVICES REQUIREMENTS AND REQUIRED INFORMATION

ID#	Requirements	Meets Requirement	Does not Meet Requirement	Explanation, Exception or Additional Information
Minim	num Requirements:			
1	Bank is a "Qualified Public Depository" under the Florida Security for Public Deposits Act.			
2	Home office or full service branch is located in Indian River County. Listing and map of all branch locations in Indian River County provided.			
3	Financial statements for two previous fiscal years have been submitted.			
4	Two of the most recent quarterly FDIC reports have been submitted.			
5	Ratings from an independent bank rating agency have been submitted.			
Ассои	nt Structure:			
6	Bank can meet the needs of the County in regards to the account structure as noted in the RFP.			
Wire T	Fransfers:	1	<u> </u>	
7	Bank can meet County's requirements for incoming and outgoing wires.			
8	Wire transfer instructions can be stored online for repetitive wires.			
9	Copy of Wire Transfer Agreement included, and may be amended, if requested by County.			
10	Cutoff times for outgoing wires provided.			
11	Security procedures for wire verifications are provided.			
АСН Т	Transactions:		,	
12	Bank is a sending and receiving bank of the National Automated Clearing House Association (NACHA).			
13	ACH transactions can be initiated through electronic files via online access. Information provided on vendor payments via ACH file generated from the County's financial software.			
14	Bank can provide ACH debit block and filter services as needed for County accounts.			
15	Bank has provided information on ACH procedures, including cutoff times and security measures.			
 Availa	lbility of Funds:	1	<u>. </u>	

		Meets	Does not Meet	Explanation, Exception or
ID#	Requirements	Requirement	Requirement	Additional Information
16	Availability schedule has been provided, and items differing from Federal Reserve Bank are indicated.			
Month	ly Statements and Account Analysis:			
17	All statements will provide information for an entire calendar month and will be available within 10 calendar days after the end of the month.			
18	All statements can be downloaded through online access.			
19	Bank has provided sample copies of bank and account analysis statements.			
Collec	tion and Deposit Services:			
20	Bank has provided cutoff time for same day credit.			
21	Bank has provided information on change order and deposit processing.			
22	Bank has provided information for remote/desktop deposit including scanner costs, scanner warranty, and cutoff time for same day credit.			
23	Bank can meet requirement of depositing a returned check twice before returning the item to the County.			
24	Bank has provided a copy of its policy on dispute resolution and time frame for correction of errors			
Collate	eralization of Deposits and Overnight Investment Program:			
25	Bank meets collateralization requirements for a qualified public depository as required under Chapter 280 of the Florida Statutes.			
26	Bank has provided earnings credit and investment rate calculation.			
27	Bank will provide a separate investment rate calculation for the Housing Account.			
Retail	Lockbox:			
28	Mailing address and physical location of the lockbox is in the State of Florida or Southeast.			
29	If a third party will be utilized by the bank for the lockbox, the bank has provided all necessary information regarding that third party provider.			
30	Bank can meet the processing requirements as set forth in the RFP without exception.			
31	Scanned images of all deposited items into the lockbox are available.			
32	An online decision system is available for retail lockbox exceptions.			

		Meets	Does not Meet	Explanation, Exception or			
ID#	Requirements	Requirement	Requirement	Additional Information			
33	Information relating to capacity to accept change of address and credit card acceptance on coupon, and if detail can be provided in spreadsheet format.						
Online	Online Banking Services (Electronic Access):						
34	Wires may be processed through electronic access.						
35	Images of cleared checks, deposits, deposited items and bank adjustments will be available online.						
36	Same day transactions will be available to view online.						
37	Detailed information has been provided on the online banking site's security features.						
38	Information has been provided regarding support available and the necessary training for the online access.						
39	Banking services can be provided through a single online site						
40	Bank has provided a demo site to access for the online banking services.						
Account Reconciliation:							
41	Full reconciliation services will be provided for the Accounts Payable, Housing, Payroll and Johns Eastern accounts.						
42	Positive Pay service will be provided for the Accounts Payable, Housing, Payroll, and Johns Eastern Accounts.						
43	Electronic copies of cleared checks for the Accounts Payable, Housing, Payroll, and Johns Eastern accounts will be maintained by the bank and accessible to the County via online access for a minimum of 5 years.						
44	File specifications have been provided for both positive pay and the reconciliation (cleared check) services.						
45	Bank has provided information on Check Block service.						
E-Payables/Purchasing Card/AP Vendor Payment Services:							
46	Bank has provided information, including rebate or revenue share amount, for processing vendor payments via a credit card network.						
47	Bank can provide a single credit card to be used by the County to make payments to vendors via their websites and has included the rebate or revenue share for these transactions.						
48	Bank can meet the County's needs for purchasing cards and has included the rebate or revenue share for these transactions.						
Merchant Services							
49	Bank has provided information regarding fees and specifications for credit card terminals (exclude from Exhibit A)						

ID#	Requirements	Meets Requirement	Does not Meet Requirement	Explanation, Exception or Additional Information		
Main Contact Person(s):						
50	All information regarding contacts for the bank has been provided.					
Supplies and Specifications:						
51	MICR specifications for checks have been provided.					
Overdraft Processing:						
52	Daylight overdraft policy from the bank has been provided.					
Stop Payment Services:						
53	Stop payment services information has been provided.					
Analysis Fees, Earnings Credit Rate and Interest Rate						
54	Method used to calculate earnings credit and investment interest rate is described.					
Miscellaneous:						
55	Provided references from two comparable Florida public entities.					
56	Will allow piggybacking of pricing to any Indian River County constitutional officer if requested.					