

REQUEST FOR PROPOSALS

19-024

BANKING SERVICES

June 2019



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**HIGHLANDS COUNTY BOARD OF
COUNTY COMMISSIONERS
Purchasing Division**

REQUEST FOR PROPOSALS ("RFP")

The Highlands County Board of County Commissioners (BCC) and the Clerk of Courts (Clerk), Highlands County, Sebring, Florida, will receive sealed proposals in the County Purchasing Division for Banking Services for an initial three (3) year period from May 11, 2020 through May 10, 2023, with the option to renew up to three times in two (2) year increments for a maximum of six (6) additional years.

**RFP NO. 19-024 BANKING SERVICES FOR HIGHLANDS COUNTY BOARD OF COUNTY
COMMISSIONERS AND THE CLERK OF COURTS**

Specifications may be obtained by downloading from our website: www.hbcc.net, or www.VendorRegistry.com. For information contact: Jamee Soto, Purchasing Agent; 600 S. Commerce Avenue, Sebring, Florida 33870, Phone: 863-402-6526 or E-Mail: jasoto@hbcc.org

Determination of Proposer's qualifications will be based on its Proposal which is to be completed and submitted in accordance with the RFP specifications. The contract, if awarded, will incorporate the RFP specifications and the Proposal.

Each submittal shall include one (1) original and five (5) exact paper copies and one (1) exact electronic copy (CD or thumb drive) of the Proposal submission packet.

PROPOSALS MUST BE DELIVERED to the Purchasing Division, 600 S. Commerce Avenue., Sebring, FL 33870 to reach said office no later **than 3:30 P.M., July 10, 2019**, at which time they will be opened. The public is invited to attend this meeting. Proposal envelopes must be sealed and marked with the RFP number and name to identify the enclosed Proposal. Proposals received later than the date and time specified will be rejected.

Proposals must be accompanied by evidence of a Proposer's certification as a "Qualified Public Depository" under the Florida Security for Public Deposits Act, Chapter 280, Florida Statutes, and comply with Chapter 136, Florida Statutes, "County Depositories", or its subsequent legislation.

The County will not be responsible for the late deliveries of Proposals that are incorrectly addressed, delivered in person, by mail or any other type of delivery service.

One or more County Commissioners may be in attendance at the Proposal opening.

The Board's Local Preference Policy ("Local Preference Policy") and the Board's Women/Minority Business Enterprise preference will apply to the award of this RFP.

The County reserves the right to accept or reject any or all Proposals or any parts thereof, and the determination of this award, if an award is made, will be based on the ranking of each Proposal. The County reserves the right to waive irregularities in the Proposal.

The County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act or Section 286.26,-Florida Statutes, should contact Mrs. Pamela Rogers, ADA Coordinator at: 863-402-6509 (Voice), or via Florida Relay Service 711, or by e-mail: progers@hcbcc.org. Requests for CART or interpreter services should be made at least 24 hours in advance to permit coordination of the service.

Board of County Commissioners, Highlands County, FL

www.hcbcc.net

SECTION I. GENERAL TERMS AND CONDITIONS

A. For purposes of this RFP, the following terms are defined as follows:

1. "County" means Highlands County, a political subdivision of the State of Florida, and Highlands County Clerk of Courts.
2. "Board" or "BCC" means the Highlands County Board of County Commissioners.
3. "Clerk" means the Highlands County Clerk of Courts.
4. "Proposer" means the person or entity submitting a Proposal in response to this RFP.
5. "Contractor" means the Proposer whose Proposal is accepted by the County, who agrees to comply with the terms and conditions issued by the County in performing Services, and who signs a contract with the County.

B. All Proposals shall become the property of the County.

C. All Proposers shall comply with Florida Statutes Sections 287.087, on Drug Free Work Place, 287.133(2)(a), on Public Entity Crimes, and 287.134, on Discrimination, and Section 287.135, Florida Statutes, prohibiting contracting with scrutinized companies.

Section 287.087, Florida Statutes. Preference to businesses with drug free workplace programs: In order to have a drug free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

NOTE: PLEASE INCLUDE YOUR "DRUG FREE" STATUS AS PART OF THE GENERAL COMMENTS IN YOUR PROPOSAL.

Section 287.133, Florida Statutes. Public entity crime; denial or revocation of the right to transact business with public entities:

(2)(a) 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, 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 Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Section 287.134, Florida Statutes. Discrimination; denial or revocation of the right to transact business with public entities:

(2)(a) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract or provide goods and services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for 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 contract with any public entity; and may not transact business with a public entity.

Section 287.135, Florida Statutes. Prohibition against contracting with scrutinized companies:

(2) A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of:

(a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or

(b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

1. Is 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; or
2. Is engaged in business operations in Cuba or Syria.

(5) At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or local governmental entity for goods or services of \$1 million or more, the company must certify that the company is not on the Scrutinized Companies

with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria. At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or local governmental entity for goods or services of any amount, the company must certify that the company is not participating in a boycott of Israel.

CERTIFICATIONS OF COMPLIANCE WITH THE ABOVE REFERENCED STATUTES ARE LOCATED ON SECTION XIX, AND MUST BE INCLUDED WITH THE PROPOSAL, SIGNED AND NOTARIZED.

- D. Proposals are due and must be received in accordance with the instructions given in the announcement page.
- E. Proposers will not be reimbursed for any costs associated or expenses incurred in connection with the preparation and submittal of any Proposal.
- F. Proposers, their agents, and associates shall not solicit any County Official and shall not contact any County Official other than the individual listed in Section XVI of this RFP for additional information and clarification.
- G. Due care and diligence has been exercised in the preparation of this RFP and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the services required rests solely with those submitting a Proposal. Neither the County nor its representatives shall be responsible for any error or omission in the Proposals submitted, nor for the failure on the part of the Proposers to determine the full extent of the exposures.
- H. All timely Proposals meeting the specifications set forth in this RFP will be considered. However, Proposers are cautioned to clearly indicate any deviations from these specifications. The terms and conditions contained herein are those desired by the County and preference will be given to those Proposals in full or substantially full compliance with them.
- I. Each Proposer is responsible for full and complete compliance with all laws, rules, and regulations including those of the Federal Government, the State of Florida, and the County of Highlands. Failure or inability on the part of the Proposer to have complete knowledge and intent to comply with such laws, rules, and regulations shall not relieve any Proposer from its obligation to honor its Proposal and to perform completely in accordance with its Proposal.
- J. The County, at its discretion, reserves the right to waive minor informalities or irregularities in any Proposals, to reject any and all Proposals in whole or in part, with or without cause, and to accept that Proposal, if any, which in its judgment will be in its best interest.
- K. Award will be made to the Proposer whose Proposal is determined to be the most advantageous to the County, taking into consideration those Proposals in compliance with the requirements as set forth in this RFP. The County reserves the right to reject any and all Proposals for any reason or make no award whatsoever or request clarification of information from the Proposers.

- L. Any interpretation, clarification, correction or change to this RFP will be made by written addendum issued by the Purchasing Division. Any oral or other type of communication concerning this RFP shall not be binding.
- M. Proposals must be signed by an individual of the Proposer's organization legally authorized to commit the Proposer to the performance of services contemplated by this RFP with documentation of such authority provided with the submitted Proposal.
- N. Unless otherwise stated in the specifications, the following Insurance Requirements will be included in the contract and must be met before delivery of goods and performance of services:
1. *Workers' Compensation Insurance:* Contractor shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with Florida law and Federal law. The policy must include Employer Liability with a limit of \$100,000 each accident, \$100,000 each employee, \$500,000 policy limit for disease.
 2. *Commercial General Liability Insurance: Occurrence Form Required:* Contractor shall have and maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the work performed pursuant to this RFP in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at \$100,000.
 3. *Commercial Automobile Liability Insurance:* (if applicable) The Contractor shall have and maintain automobile liability insurance with a limit of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.
 4. *Professional Liability Insurance:* The Contractor shall have and maintain professional liability insurance with a limit not less than \$1,000,000 for each occurrence and an aggregate limit of not less than \$1,000,000. If coverage is provided on a claims-made basis, the retroactive date shall be prior or equal to the effective date of any contract with the County. The coverage shall be renewed or include a "tail" or discovery, or continuous renewal of coverage for a period of three (3) years following the termination of the contract entered into in connection with this RFP
 5. *Special Requirements / Evidence of Insurance:*
 - a. A copy of the Proposer's current certificate of insurance shall be provided with the Proposal submitted in response to this RFP. A formal certificate shall be provided upon announcement that a Proposer has been awarded the work requested in this RFP. The Certificate(s) shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved

by the County before commencement of any work activities. The formal insurance certificate shall also comply with the following:

- (1) "Highlands County, a political subdivision of the State of Florida and its elected officials, its agents, employees, and volunteers" shall be named as an "Additional Insured" on all policies except Worker's Compensation and Professional Liability.
- (2) Contractor shall deliver written notice to the County by overnight delivery return receipt requested, hand delivery or confirmed facsimile thirty (30) days prior to giving or within three (3) days after receiving notice of cancellation, modification, non-renewal, or any other lapse in coverage of any required insurance policies.

- b. The above requirements are minimum requirements, which are subject to modification in response to high hazard operations.
- c. The policies of insurance shall be written on forms acceptable to the County and placed with insurance carriers authorized by the Insurance Department in the State of Florida and meet a minimum financial AM Best company rating of no less than "A- Excellent: FSC VII.
- d. Contractor shall hold the County, its agents and employees, harmless on account of claims for damages to persons, property or premises arising out of the services performed to in connection with this RFP. The County reserves the right to require Contractor to provide and pay for any other insurance coverage the County deems necessary, depending upon the possible exposure to liability.
- e. All policies must include Waiver of subrogation; any liability aggregate limits shall apply "Per Jobsite"/Per Job Aggregate. All liability insurance except Professional Liability shall be Primary and Non-Contributory. The Certificate of Insurance shall confirm in writing that these provisions apply.

6. Renewal:

- a. In the event the insurance coverage expires prior to termination of the contract entered into in connection with this RFP, a renewal certificate shall be issued 30-days prior to said expiration date.
- b. Such notification will be in writing by registered mail, return receipt requested, and addressed to the County Purchasing Manager, 600 S. Commerce Ave., Sebring, FL 33870-3809 or purchasing@hcbcc.org.

- O. The following "Statement of Indemnification" shall be incorporated in the contract entered into in connection with this RFP.

Contractor shall, in addition to any other obligation to indemnify the County and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the County, its

elected officials, employees, agents, and volunteers from and against all claims, actions, liabilities, losses (including economic losses), costs, including attorneys' fees and all costs of litigation, and judgments of every name and description arising out of or incidental to the performance of this Agreement or work performed under or related to this Agreement, unless caused by the sole negligence of the County, its elected officials, employees, agents, or volunteers. Any cost or expenses, including attorney's fees (including appellate, bankruptcy or patent counsel fees), incurred by the County to enforce this Indemnification shall be borne by the Contractor. This Indemnification shall also cover all claims brought against the County, its elected officials, employees, agents, or volunteers by any employee of the Contractor. The Contractor's obligation under this Indemnification shall not be limited in any way to the agreed upon Agreement price as shown in this Agreement or the Contractor's limit on or lack of sufficient insurance protection. Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Indemnification shall survive indefinitely.

- P. All pages included in or attached by reference to this RFP shall be called and constitute the Request for Proposals as stated on the front page of this RFP.
- Q. If submitting a Proposal or Bid for more than one RFP or Invitation to Bid (ITB), each Proposal and each Bid must be in a separate envelope and correctly marked. Only one Proposal per RFP shall be accepted from any person, corporation, or firm. Modifications will not be accepted or acknowledged.
- R. Each Proposal must contain proof of enrollment in E-Verify.
- S. Minority Owned and Women Owned businesses must submit a copy of the certificate to receive credit.
- T. Board policy prohibits any County employee or members of an employee's family from receiving any gift, benefit, and/or profit resulting from any contract or purchase. Board policy also prohibits acceptance of gifts of any kind other than advertising novelties valued less than \$10.00
- U. Proposals are only accepted if delivered to the location and prior to the time specified on the RFP. Proposals must be delivered in a sealed envelope or box. Late Proposals will not be accepted under any circumstances. If a Proposal is received after the scheduled time of the Proposal Opening Meeting, the Proposer will be contacted for disposition. The Purchasing Division, at the Proposer's expense, can return the unopened envelope, or, at the Proposer's request in writing, can destroy it.
- V. E-mailed and faxed Proposals will not be accepted. Any blank spaces on the required Proposal form or the absence of required submittals or signatures may cause the Proposal to be declared non-responsive.
- W. The County is not responsible for correcting any errors or typos made on the Proposal. Incorrect calculations or errors may cause the Proposal to be declared non-responsive.

- X. The Proposer shall comply with the Florida Sales and Use Tax Law as it may apply to the contract. The quoted amount(s) shall include any and all Florida Sales and Use Tax payment obligations required by Florida law of the successful Proposer and its material suppliers.
- Y. Any material submitted in response to this RFP will become public record pursuant to Section 119, Florida Statutes. If the Proposer chooses to include confidential information on the electronic copy, such information must be in a separate, second file marked "Confidential" in the file name. All confidential documents must be marked and placed in a separate envelope. Only one copy is required.
- Z. In the event of legal proceedings to enforce the terms of a contract entered into in connection with this RFP, the prevailing party will be entitled to recover attorney's fees and costs, including attorney's fees and costs through appellate proceedings. Venue is in Highlands County, Florida.
- aa. If any Proposer violates or is a party to a violation of the code of ethics of the County or the State of Florida, with respect to this RFP, such Proposer may be disqualified from performing the work described in this RFP or from furnishing the goods or services for which this RFP is issued and shall be further disqualified from bidding on any future requests for work, goods, or services for the County.

-END OF SECTION-

SECTION II. LOCAL PREFERENCE POLICY AND MBE/WBE PREFERENCE POLICY

- A. In accordance with the County's 2017 Purchasing Manual, Local Preference and MBE/WBE Preference is applicable for this Request for Proposal. Any Vendor claiming Local Preference must complete the Local Vendor Affidavit (See Section XIX). Any Vendor claiming MBE/WBE Vendor Preference must supply evidence as indicated in the second paragraph below.
1. Any vendor claiming to be a Highlands County Entity shall deliver a written affidavit to the Purchasing Division with their proposal. The affidavit shall certify, that the business meets the definition of a Highlands County Entity, shall provide all necessary information establishing that fact, and shall be signed under penalties of perjury.
 2. W/MBE's may be given preference in the procurement process, after local vendors are given preference, unless otherwise prohibited or waived by the County Administrator. Any vendor claiming to be a W/MBE shall deliver adequate certification with their proposal from one of the following: Florida Minority Supplier Development Council, Women Business Enterprise National Council, The State of Florida Office of Supplier Diversity, Florida Department of Transportation, U. S. Small Business Administration, or Federal Aviation Authority. False representation of any vendor as a W/MBE may subject the vendor to suspension or debarment.

-END OF SECTION-

SECTION III. THE COUNTY'S RESERVATION OF RIGHTS

This RFP constitutes an invitation only to submit a Proposal to the County. The County reserves, holds and may at its own discretion, exercise any or all of the following rights and options with respect to this RFP:

- A. To supplement, amend or otherwise modify this RFP, and to cancel this RFP with or without the substitution of another Invitation to Bid (ITB) or Request for Proposals (RFP).
- B. To issue additional subsequent ITBs or RFPs.
- C. To reject all incomplete / non-responsive Proposals, or Proposals with errors.
- D. The County reserves the right to determine, in its sole discretion, whether any aspect of the submitted Proposals is satisfactory to meet the criteria established in this RFP, the right to seek clarification and/or additional information from any submitting Proposer.
- E. The County also reserves the right to modify the Scope of Work to be performed.
- F. The County shall have no liability to any Proposer for any costs or expenses incurred in connection with the preparation and submittal of a Proposal in response to this RFP.
- G. If the County determines that collusion exists among Proposers, all Proposals shall be subject to rejection.

-END OF SECTION-

SECTION IV. ADDITIONAL TERMS AND CONDITIONS FOR RFP 19-024

- A. ADDENDUMS: In this RFP, the County has attempted to address most situations that may occur. However, should situations arise that are not addressed, those situations will be handled on a case by case basis, at the discretion of the County. If deemed necessary, the Purchasing Division will supplement this RFP document with Addendums. These Addendums will be posted on the County's website, www.hbcc.net and www.VendorRegistry.com. The Proposer bears responsibility to check the website for Addendums and to have knowledge of any Addendums. Proposers must acknowledge receipt of Addendums by completing the respective section on the Proposal Submittal Form.
- B. AFFIRMATION: By submitting a Proposal, the Proposer affirms that the Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; that the Proposer has not directly or indirectly induced or solicited any other person to submit a false or sham Proposal; that the Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a Proposal; that the Proposer has not sought by collusion to obtain for him/herself/itself any advantage over other persons or over the County; and that Proposer has no conflict of interest with any person or entity associated with the project or purchase contemplated by this RFP, including the County, other Proposers, or entities that have provided or are providing services or goods related to this RFP.
- C. COUNTY EMPLOYEES / CONFLICT OF INTEREST: All Proposers must disclose the name of any officer, director or agent who is also an employee of the Board. All Proposers must disclose the name of any Board employee who owns, directly or indirectly, any interest in the Proposer's business or any of its branches.
- D. JOINT PROPOSALS: In the event multiple vendors submit a joint Proposal in response to this solicitation, a single Proposer shall be identified as Primary Proposer. The Primary Proposer must include the name, address and contact information of all parties of the joint Proposal. Primary Proposer shall provide all insurance requirements, execute any contract, sign the Proposal and have overall and complete accountability to resolve any dispute arising within the contract. Only a single contract with one Proposer will be acceptable. Invoices will be accepted from and paid only to the Primary Proposer. Primary Proposer shall remain responsible for performing services associated with Proposal made in response to this RFP.
- E. MISUNDERSTANDINGS: The failure or omission of the Proposer to receive or examine any instruction or document, or any part of the specifications, or to visit the site and acquaint themselves as to the nature and location of the work (where applicable), the general and local conditions, and all matters which may in any way affect performance shall not relieve the Proposer of any obligation to perform as specified herein. The Proposer understands the intent and purpose thereof and their obligations and will not make any claim for or have any right to damages resulting from any misunderstanding or misinterpretation of this RFP, or because of any lack of information.

- F. ASSIGNMENT OF CONTRACT: The selected Proposer and the person designated by the Proposer to perform the services required by this RFP in its Proposal submitted in response to this RFP shall not assign, transfer, convey, sublet or sell any portion of any contract entered into in connection with this RFP unless permission is first given in writing by the County.
- G. COMPLAINTS: The contract will provide that complaints against the Contractor will be processed through the Purchasing Division and are to be corrected within five (5) business days. Written response to the Purchasing Manager is required. Failure to properly resolve complaints within five (5) business days may result in cancellation of the contract. Repeat complaints against the Contractor may result in termination of contract.
- H. REQUEST FOR CHANGE OF RFP SPECIFICATIONS: Requests for changes to specifications must be submitted for consideration in writing to the RFP contact person identified in Section XVI of this RFP. Requests must be submitted by the Request for Information (RFI) Cut-Off date stated in Section XVII of this RFP. The request will be evaluated, and the County's response will be made in an Addendum.
- I. EXCEPTIONS / ITEMS NOT IDENTIFIED IN THE SCOPE OF WORK: Any modification to these specifications by a Proposer shall be an exception to the RFP and must be discussed in detail by the Proposer in its Proposal under "Exceptions / Items not Identified in Scope of Work", unless otherwise specified.
- J. DOCUMENTATION RESULTING FROM SERVICES RENDERED: The contract will prohibit the Contractor from publishing or releasing any information related to the requested services without prior written permission from the County. All reports, documents, resulting from the ensuing contract will remain the sole property of the County.

-END OF SECTION-

SECTION V. GENERAL SPECIFICATIONS FOR RFP 19-024

- A. PURPOSE: The purpose of this RFP is to solicit sealed proposals from financial institutions having branch offices within Highlands County to provide banking services to the Highlands County Board of County Commissioners (BCC) and the Clerk of Courts (Clerk). Collectively, the BCC and Clerk are referred to herein as the "County". The objective of this RFP is to provide the County with a way to identify the financial institution which, in the County's opinion, is best suited to undertake the banking services required by the BCC and Clerk. It is the intent of the County to select only one financial institution to provide banking services to both the BCC and Clerk for the period of May 11, 2020 to May 10, 2023, with renewal options in two (2) year increments for a maximum of six (6) additional years.
- B. PROPOSAL DUE DATE: The Proposal due date is as described on the Announcement sheet, page 3, of this RFP.
- C. PERFORMANCE OF SERVICES: The Contractor must perform all services and provide all deliverables required by this RFP.
- D. CONTRACT MANAGER: This project is managed for the County by the Highlands County Business Services Director, Christopher Benson, or his designee.
- E. INSURANCE: Contractor shall have and provide proof of insurance as described in the General Terms and Conditions, subsection N of Section I of this RFP.
- F. CONTRACT AND CONTRACT TERM: A written contract shall be negotiated by the awarded Proposer and the BCC and shall be signed by the Proposer and the BCC prior to issuance of a notice to proceed and prior to provision of services. If contract negotiations are unsuccessful, in the sole discretion of the County, then the County has the right to end negotiations with the highest-ranking Proposer and enter into negotiations with the next ranking Proposer. The County reserves the right to waive/adjust any minor inconsistencies between the RFP, the resulting purchase order, and the finalized contract. The initial contract term shall be for three (3) years and may be renewed for three additional two (2) year terms upon written agreement of the parties. The County shall have the right to terminate the contract with or without cause upon thirty (30) days' notice.
- G. COMMENCEMENT OF WORK: Work shall commence after execution of a contract by the County and Contractor.
- H. CHANGE ORDER(S): The Contractor shall obtain approval from the County, in writing, prior to commencement of any work for which additional compensation or cost reimbursement would be sought by the Contractor.
- I. PRICING: Each Proposer shall include pricing with its Proposal on the Proposal Submittal Form included in Section IX of this RFP.
- J. PUBLIC INFORMATION
All proposals and information included therein or attached thereto submitted in response to this RFP shall become public record, per Chapter 119 Florida Statutes, upon the selection of a vendor or 30 days after the proposal opening and will be available for review upon request. Pages shall not be marked proprietary or restricted from view.
- K. INVOICING / COMPENSATION:

Contractor shall submit invoices, in sufficient detail to ensure compliance with the contract, to the Contract Manager and/or his/her designee who will determine if the services and/or deliverables rendered are satisfactory. Payment shall be made in accordance with the Local Government Prompt Payment Act, Section 218.70 et. seq., Florida Statutes, and the Highlands County Prompt Payment Policy.

The Contractor's monthly invoice shall include a detailed identification of the services performed, the day the services were performed, and the time performing those services. The monthly invoice shall also include documentation for reimbursable costs, if any, incurred by the Contractor during the period covered by the invoice.

- L. FAILURE TO PERFORM: The Contractor shall be prepared to start work no more than twenty (20) calendar days after issuance of a purchase order. Failure to satisfactorily complete the work as scheduled may result in written notice to the Contractor terminating its right to proceed as to the whole or any part of the contract. Should the Contractor be unable to or refuse to supply service, on any given day, against the predetermined schedule to which the Contractor has agreed, and the County is forced to complete the work with a different Contractor, the difference in the Proposal price of the services and the price paid the new Contractor to complete the work shall be charged to and paid for by the Contractor.

Contractor shall not, however, be responsible for delays in service due to: 1) Unavoidable mechanical breakdowns; 2) Strikes; 3) Acts of God; or 4) Fire, provided Contractor notifies the Contract Manager in writing within ten (10) days of the event that caused the delay of such pending or actual delay. The County reserves the right to terminate the contract with thirty (30) days written notice if the Contractor fails to comply with any of the provisions of this RFP or of the contract

- M. NO SUBSTITUTIONS: The Contractor shall not substitute any person for the person or persons identified in its response to Tab-B (5) of this RFP or for any County approved replacement without the prior written permission of the Contract Manager. The Contractor shall immediately notify the Contract Manager in writing if any person identified in its response to Tab-B (5) of this RFP or any County-approved replacement ceases to provide services pursuant to the Contract entered into pursuant to this RFP.

SECTION VI. MINIMUM QUALIFICATIONS TO BID

To be eligible to respond to the RFP, a financial institution must meet the following minimum qualifications:

6.1 LOCATION & FACILITIES

- 6.1.1 The Proposer must be a Federal or Florida chartered bank or Savings and Loan Association with a principle branch office located within Highlands County.
- 6.1.2 The Proposer must be a FDIC insured institution and online with the Federal Reserve Bank for funds and securities.
- 6.1.3 The Proposer must have adequate organization, facilities, equipment and personnel to insure prompt and efficient services to the County. The financial institution must provide secure online banking capabilities.

6.2 QUALIFIED PUBLIC DEPOSITORY CERTIFICATION

- 6.2.1 The Proposer must be certified as a "Qualified Public Depository" (QPD) under the Florida Security for Public Deposits Act and comply with Chapter 136, Florida Statutes, "County Depositories", and its subsequent legislation. The Proposer is required to provide proof of certification by furnishing copies of letters, certificates, etc. which will document this status.
- 6.2.2 The Proposer must adhere to the requirements of Chapter 280.17, Florida Statutes, Requirements for public depositors; notice to public depositors and governmental units; loss of protection, in its entirety.
- 6.2.3 The Proposer must be capable of collateralizing up to \$25,000,000 in public funds throughout the term of the contract.
- 6.2.4 If awarded the Banking Services Agreement, the financial institution will be required to maintain the designation of a Qualified Public Depository in good standing throughout the term of the contract. Failure to maintain certification as a QPD will result in immediate termination of the Banking Service Agreement by the County.

6.3 CREDIT RATINGS

- 6.3.1 The Proposer must provide the County with two (2) recent credit ratings from nationally recognized rating agencies.

-END OF SECTION-

SECTION VII. SCOPE OF SERVICES / MINIMUM SERVICES REQUIRED

Each Proposer shall submit a comprehensive list of service prices by completing the attached Proposal Submittal Form (Section IX). This list includes all expected services and the prices shown on the list shall be incorporated into the contract and will be effective for the duration of the Banking Services Agreement. However, the financial institution agrees that if the costs for such services are reduced the reduced-price structure will be passed on to the County.

7.1 GENERAL

The banking services detailed in this section are to be performed for the BCC and the Clerk on a contractual basis for the period from May 11, 2020 to May 10, 2023. The County may exercise the option to renew the contract in two (2) year increments by mutual written consent, for a maximum of six (6) additional years.

7.1.1. Checking Accounts

The County will maintain several bank accounts during the contract period. All of the accounts will be separately consolidated as either BCC or Clerk, for analysis purposes.

7.1.2 Online Banking

The financial institution must have an established online banking system that will allow authorized Clerk personnel access to perform the following functions:

- a. Access account balances daily
- b. Online image retrieval for credits, debits and returns
- c. Initiate account or book transfers
- d. Stop Payments - Initiate, approve, release, cancel, delete and inquire
- e. Wire Transfers - Initiate, approve, delete and inquire
- f. Initiate non-repetitive ACH transactions
- g. Initiate repetitive ACH transactions, with template service
- h. Inquire on amounts and detailed addenda for daily ACH deposits
- i. Positive Pay – Initiate, modify, deny, approve, and release; including online file upload and emailed exception notification
- j. Generate necessary reports.

7.1.3 The financial institution must be able to provide the following list (non-exhaustive) of reports that are currently necessary:

Previous Day Reports	Current Day Reports
Standard Reports: Detail Transaction List Report Detail Report Detail with Text Report ACH Report Deposit Report Lockbox Deposit Report Wire Report	Standard Reports: Detail Report Detail with Text Report ACH Report Deposit Report Lockbox Transaction Report Wire Report Returned Item Report

Previous Day Reports (cont.)	Current Day Reports (cont.)
Returned Item Report Summary and Detail with Text Report	Summary and Detail with Text Report ERIN Report
Customized Reports: Prior day ACH Prior day wire	
Online Statements and Reports: EDI Report	

7.1.4 Same Day Processing

The capability to process and post all County related transactions, accepted and/or received by the financial institution before 2:00 p.m., to the County's account(s) on the same day.

7.1.5 Overdraft Protection

The financial institution shall provide the County with overdraft protection. With the exception of stop payment instructions, the financial institution will honor all demands upon the County's accounts including outgoing wire instructions by the County. The financial institution shall state, in the Standard Service Cost Proposal, the cost of providing the overdraft protection, protection limits, and if used, the benchmark from which the financial institution will determine the interest to be charged on overdrafts, and current rates.

7.1.6 Deposit Services

The financial institution, or third-party recommended vendor, shall provide disposable security bags and deposit slips as requested by the County. Deposit slips are required to be pre-numbered, pre-encoded and in triplicate.

7.1.6.1 The financial institution, or third-party recommended vendor, shall provide endorsement stamps as required by the County.

7.1.6.2 The financial institution, or third-party recommended vendor, should be able to provide night depository services.

7.1.7 Uncounted Coins

The financial institution shall accept uncounted coins for deposit into accounts held by the County. The financial institution will count, deposit and provide the County with a receipt for the uncounted coin deposit within two business days following receipt of the coins. The financial institution shall employ generally accepted banking controls in dealing with uncounted deposits.

7.1.8 Direct Payments / Deposits

The financial institution will receive direct payments or deposits to County accounts other

than from the County. In these instances, the financial institution shall provide the County a receipt of the transaction by the next business day.

7.1.9. Returned Items

The financial institution shall automatically present (reprocess) NSF checks a second time, when applicable. Checks returned due to “lack of endorsement” and “account closed” may be returned to the County after being presented once.

7.1.10. Delivery Services

The financial institution shall specify delivery services available, such as messenger and/or change delivery services, and the associated costs per location listed below. Other locations within the County may be added if needed.

Highlands County Government Center
600 S Commerce Avenue
Sebring, FL 33870

Highlands County Courthouse
430 S Commerce Avenue
Sebring, FL 33870

Highlands County Tax Collector
116 E Main Street
Avon Park, FL 33825

Highlands County Tax Collector
430 S Pine Avenue
Lake Placid, FL 33852

Highlands County Landfill
12700 Arbuckle Creek Road
Sebring, FL 33870

7.1.11 Stop Payments

All stop payment orders will be made through automated online banking services or, if systems are inoperable, by telephone. Telephone orders will be confirmed in writing by an authorized signer within ten (10) days. Orders will take effect at the end of the business day received or upon bank confirmation. When stop payment orders are placed, the financial institution will immediately inform authorized Clerk personnel if the check has been cashed. If not cashed, the financial institution will provide electronic confirmation of the stop payment. If cashed, the financial institution will provide the Clerk’s Accounting Division with a copy of the paid check.

- 7.1.11.1 All checks paid by the financial institution after the above stop payment procedure has been adhered to will be the responsibility of the financial institution.
- 7.1.11.2 The cancellation of a stop payment order will be processed in the same way as the stop payment order.

7.1.12 Wire Transfers

The Clerk will initiate wire transfers by electronic means using the financial institutions online banking software or, if systems are inoperable, by telephone. The financial institution will provide secure internet-based wire transfer capabilities that will allow authorized Clerk personnel to initiate outgoing transfers and receive data on incoming wire transfers.

- 7.1.12.1 Upon authorization, the financial institution will provide for instant wire transfer of funds and wire-able securities to any financial institution using the interbank and federal wire systems for investment purchases or sales and other transactions with commercial banks or brokerage houses.
- 7.1.12.2 The financial institution will honor all outgoing wire requests by the County regardless of the funds available in the County's account at the time of the request. Incoming wires shall be posted to County's account within one hour of being received by the financial institution. Wire service credit and debit notices must be reported daily and included in the monthly statement.

7.1.13 Account Reconciliation Services

7.1.13.1 Positive Pay

The financial institution shall provide services to compare each item that is posted against the County's account to an issue file to ensure that all items match, such as check number and/or dollar amount. If exceptions are noted, they will be rejected and reported to the Clerk's Business Services Department for review.

7.1.13.2 Check Imaging

Images of all cancelled checks shall be provided on a CD or other agreed to media and will be in numerical order.

7.1.14 Lockbox Services

See SECTION IX Part B, Item #10 in for lockbox response.

7.1.15 Continuous Service

The financial institution will have and maintain sufficient staff to support these requirements on a continuing basis without interruption of service. Server problems or repeated breakdown of electronic services will be just cause for cancellation of the Banking Service Agreement by the County. The County requires that the financial institution designate one of its officers to act as a liaison with the County, at no cost, for matters regarding the County's account.

7.1.16 Disaster Recovery

The financial institution shall provide basic information regarding their disaster recovery plan including specific plans related to servicing the County in the event of a disaster.

7.2 ACCOUNT MAINTENANCE.

7.2.1 Collected Balance Reporting - The financial institution shall provide all account detail for all accounts via a secure internet connection, to authorized personnel in the Clerk's Business Services Department 24 hours a day, 365 days a year. The County shall not be charged or penalized for overdrafts caused by the unavailability of the financial institution's internet banking system.

7.2.2 Statements - Monthly Statements showing the overall activity of the County's account(s) shall be provided. These statements shall include a monthly detailed analysis of the financial institutions cost of operating the County's account(s). The monthly statement will include the amount of interest paid or charged as a result of the daily funds balance.

7.2.3 The County's financial software currently accepts industry standard format cleared check files for bank reconciliation processing.

7.3 INVESTMENTS

7.3.1 The County will continue to bid and invest its surplus funds outside of the Banking Service Agreement.

The financial institution that is awarded the contract is encouraged to participate in the County's investment program; however, the County reserves the right to invest funds with any other institution. The selected financial institution will not be awarded investments at yields lower than those available in the competitive market, unless necessary to meet diversification requirements of the respective investment programs.

7.3.2 Exclusive of "Sweep" Account investments, the financial institution will perform investment functions only upon the specific instructions of authorized Clerk personnel. Clerk personnel authorized to provide investment transaction instructions will be identified to the financial institution in writing. In the event instructions are provided by telephone, follow-up written confirmation will be required from an authorized Clerk official.

Debit and credit advices for investment transactions shall be mailed or e-mailed to designated personnel of the County Clerk no later than the next banking day.

7.3.3 All investment activities will be handled at the direction of the Clerk of Courts and in accordance with state and federal laws and regulations, and applicable investment

policies.

- 7.3.4 Investment Pools: The County invests with multiple Florida local government investment pools. These investments may involve transactions with the respective pools on a daily basis. The financial institution will be required to send and receive funds from these pools. The financial institution shall provide funds to the pools as directed by the Clerk regardless of the amount of funds in the County account at the time of request.
- 7.3.5 Investment Assistance - The financial institution will provide investment information and assistance in the management of the County's investment portfolio as permitted by pertinent federal and state laws and regulations.
- 7.3.6 Interest Earnings - All interest earnings shall be computed in strict accordance with the rate specified in the Banking Service Agreement.

Monthly total interest earnings should be posted to each account by the third day of each succeeding month.

- 7.3.7 Safekeeping of Securities - The County may require safekeeping facilities and services for investment securities. When necessary, the financial institution will receive and/or deliver securities on a delivery versus payment method, protect the County's assets, collect coupon bond interest, provide delivery confirmation, verify holdings, provide a monthly statement and credit the County's account for interest and principal payments on the day received. The financial institution will be required to comply with all State and Federal laws and regulations regarding safekeeping of municipal securities.

Following settlement, the financial institution will generate a safekeeping receipt and send it to the County. The information on the receipt will include detailed specifications of the security and any applicable holds or pledges.

The financial institution will provide a monthly verification statement listing all securities held in the County's safekeeping account. This statement contains the security CUSIP number, receipt number, par amount, security description, coupon rate, maturity date, date acquired, hold or pledge information, and total par amount.

7.4 **STATEMENT AND ADVICE FREQUENCY**

All advices affecting a debit or credit memo type transaction must be mailed, e-mailed, or delivered via armored car service daily. All statements and the media for canceled check images are to be submitted no later than the 10th of the following month. In addition, analysis statements will be produced monthly and included with the bank statement. Electronic File Transfer or other type of information transmission which document checks cleared by the bank will be delivered no later than the 10th of the following month.

The County intends to access its bank accounts directly through a secure online inquiry, or via telephone.

All advices, statements and notices shall be mailed or delivered to:

Clerk of Courts
Accounting Division
Attn: Accounting Director
590 S. Commerce Ave.
Sebring, FL 33870

7.5 COLLATERAL

Prior to receiving deposits of the BCC and Clerk, a financial institution must be certified as being a "Qualified Public Depository" under the Florida Security for Public Deposits Act, which was effective January 1, 1982. The characteristics of eligible collateral are subject to the criteria of Chapter 280, Florida Statutes, as amended, and will be further subject to modification as to quantity, quality and type by action of the State of Florida Chief Financial Officer. The pledge, substitution and withdrawal of collateral securities will also be achieved in accordance with procedures established by the Florida Security for Public Deposits Act and the State Treasurer's Office. Noncompliance with Chapter 280 F.S. or withdrawal from the QPD program, either voluntary or involuntary, will cause the Banking Service Agreement to be void in its entirety and will result in immediate withdrawal of all County funds.

7.6 FAILURES

The financial institution agrees to reimburse the BCC and Clerk for interest lost at the average 13-week Treasury Bill rate for the month in which the error occurred due to the financial institution's delay of a scheduled transfer of funds. On rare occasions, due to error by the BCC, Clerk, or other, the financial institution will continue to honor checks drawn on the accounts of the BCC and Clerk and will immediately notify the Clerk's Business Services Department by telephone. The appropriate agency, BCC or Clerk, will then reimburse the financial institution through a debit memo for the interest on this overdraft at the average 13-week Treasury Bill rate for the month in which the error occurred. No additional service charges for overdraft will be paid.

7.7 RESOURCE PERSONNEL

The financial institution shall provide and maintain an up to date listing of personnel in both the Highlands County branch and main office, if applicable, who are available during normal working hours to answer questions pertaining to transactions which require more detailed explanation. These personnel shall be familiar with the County's account(s) and the Banking Services Agreement and should be qualified to provide assistance in such areas as bookkeeping, information technology, wire transfers, operations, and investments.

7.8. DESIGNATION OF BCC AND CLERK PERSONNEL

The Clerk will provide, in writing, the financial institution with the names and signatures where applicable, of personnel authorized to provide instructions for wire transfers, intrabank transfers, investments, and other services, including online banking services that require prior authorization.

7.9. DIRECT DEPOSIT AND DIRECT DEBIT

The financial institution will provide ACH direct deposit of payroll and identify processing deadlines.

The County's financial software currently produces industry standard ACH files for direct deposit and direct debit transactions. The financial institution will assist the County in transferring these transactions via the federal ACH system.

7.10. AUTOMATIC TELLER MACHINE

As an option within the services provided, the financial institution may provide Automatic Teller Machine(s) at predetermined County owned and/or operated facilities. There will be no charge to citizens to use customer(s) cards at the automatic teller machines for withdrawals, transfers, or deposits. This does not apply to ATM surcharges by other financial institutions.

7.11. FINANCING

The financial institution agrees to provide bids to the County for financing programs on a prompt and competitive basis with no penalty for prepayment.

7.12. COST OF BANKING SERVICES

The awarded financial institution will prepare a monthly billing for services rendered. This billing must be presented in a format similar to the Standard Service Cost Proposal (SECTION IX, Part C), with a total for all the service charges for the month. Except for corrections of an error, any service rendered by the financial institution, for which a price per item is not detailed, will be considered as included in the price of the other detailed items.

7.13. COMPUTER RELATED SERVICES

A. BANKING SOFTWARE

The County utilizes industry standard equipment and applications for the access and processing of online internet banking transactions.

B. FILE TRANSFER

The County utilizes industry standard equipment and applications for secure file transfers.

The County's financial software currently produces industry standard ACH files for Direct Deposit and Direct Debit transactions and accepts industry standard format cleared check

files for bank reconciliation processing.

ACH confirmation of direct deposits – The financial institution must provide the day of week in addition to date (ex. Tuesday, February 14th as opposed to February 14th)

7.14 ACH VENDOR PAYMENTS

The County intends to use ACH services for vendor payments. Identify the online ACH service available and any associated fees that the County may incur. Bank will host all ACH payee information.

8.1 OPTIONAL BANKING SERVICES

In addition to the minimum services described above, the County requests proposals for optional banking services. These services should include a brief description and anticipated cost.

A Proposer may, as part of their proposal, submit additional information for optional banking services that the Proposer feels would be in the best interest of the County. The optional banking services may be exercised at any time during the period of the contract.

The County may be interested in the following optional banking services:

A. PURCHASING CARDS

The County is interested in obtaining information pertaining to purchasing card programs which may be available through the financial institution. There are currently approximately 100 Board and 15 Clerk assigned purchasing cards.

B. AUTOMATIC OVERNIGHT INVESTMENTS

The County is interested in the automatic overnight investment of funds. At a mutually agreed upon time each working day, the prior or current day's net collected balance may be invested overnight through the financial institution's own investment department at a stipulated percentage rate, i.e., 75 percent of prime, 80 percent of 180-day T-bill, etc.

C. ARMORED CAR SERVICES

The County is interested in obtaining information about armored car services. These services would be needed at the locations mentioned in Section 7.1.10 – Delivery Services. Identify the services available as well as any fees that the County may incur.

D. CASH VAULT SERVICES

The County is interested in obtaining information about cash vault services. There would be approximately 6 vaults needed at various locations in the County. Cash vault services

may be required for Highlands County Constitutional Officers that have banking arrangements with other financial institutions.

E. CHANGE DELIVERY SERVICES

The County is interested in the delivery of change to the locations provided in Section 7.1.10 – Delivery Services. Identify the change services available and any associated fees the County may incur.

F. OTHER OPTIONAL SERVICES

The County is interested in obtaining information and the cost/saving of the other optional services identified by the Proposing financial institution.

The BCC and the Clerk wish to determine the cost of banking services provided by having all earnings, rates and charges verifiable and amounts inclusive in the bottom line quote.

--END OF SECTION--

SECTION VIII. PROPOSAL FORMAT CRITERIA AND PRESENTATION CRITERIA

- A. Each Proposer must fully complete and submit the Proposal Submittal Form found within Section IX of this RFP and provide all necessary documentation to fully demonstrate the Proposer's capabilities and qualifications in order to be considered responsive. Failure to supply the required documentation or failure to address all criteria will be grounds for rejection of the Proposal.
- B. Proposals must be sealed and marked with the name of the Proposer, the RFP number and title to identify the enclosed Proposal.
- C. Each Proposal shall include one (1) original and five (5) exact paper copies, and one (1) exact electronic copies (such as compact discs or thumb drives) of the Proposal, all of which are properly indexed and tabbed.
 - 1. Electronic copies:
 - a. No macros, audio-start media allowed.
 - b. PDF or Word formats are allowed.
 - c. The Proposer must ensure that the electronic copy includes only one (1) file of the entire submittal and that the electronic file is the exact copy of the original printed Proposal submitted by the Proposer, provided however, that confidential information is not required to be included in the electronic copy. If the Proposer chooses to include confidential information on the electronic copy, such information must be in a separate, second file marked "Confidential" in the file name.
- D. It is imperative that the information submitted is precise, clear, and complete. All Proposals must be presented in an 8 1/2" by 11" bound document. Proposals shall not exceed fifty (50) pages single sided print. Proposals not conforming to this format may be disqualified from further consideration or will receive a lower score under criteria B-7 of the Evaluation Score Sheet, an example of which is provided in Section X of this RFP.
- E. At the discretion of the Evaluation Committee one or more Proposers may be asked to give short presentations / interviews as part of the selection and ranking process.
- F. Sections and subsections of the Proposal must correspond to the sequence/tabbed format identified below. In order to be considered responsive, the Proposer must answer each heading and any sub-heading and be constructed in the following tabbed format, Tab A through Tab C.
- G. Financial Responsibility - Each proposal must be accompanied by the financial institutions audited financial reports for the last two (2) years. This will assist the County in determining the financial institutions capacity to fulfill the terms and conditions set forth in these specifications.

TAB-A

-----**(No points)**

1. Proposal Submittal Form (required, see Section IX of this RFP)
2. Table of Contents (optional)
3. Certification forms under Section XIX - Drug Free Workplace Certification, Public Entities Crimes Sworn Statement, Discrimination Certification, Scrutinized Companies Certification, E-Verify Certification, and Local Preference Affidavit, if applicable.
4. Copy of "sample" Certificate of Liability Insurance as required in Section I, subsection N of this RFP (Copy of Accord Form)
5. Evidence to satisfy Minimum Qualifications of RFP (Section VI.)

The pages from Tab-A do not count toward the fifty (50) page allowance.

TAB-B

- 1) **Introduction of your Organization** (maximum of 5 points)
Executive Summary (limited to 3 pages)

- 2) **UNDERSTANDING & APPROACH ~~to~~ TO SERVICES** (maximum 20 points)
a) Describe understanding of scope of services.
b) Describe approach to complete work.
c) Describe customer satisfaction and resolution of complaints.

- 3) **FINANCIAL STRENGTH AND CAPABILITY** (maximum 30 points)
a) Provide a statement indicating the financial capability of the institution.
b) Provide a statement indicating the institution's capability to collateralize up to \$25,000,000 of public funds under the state qualified public depository statutes throughout the term of the contract.
c) Provide audited financial statements for the two (2) most recent fiscal years.

This information will not be counted against the 50-page maximum submittal amount. Note: If this information is considered confidential, it must be sealed and indicated as such.

- 4) **QUALIFICATION AND RELEVANT INSTITUTION / STAFF EXPERIENCE** (maximum 30 points)
a) Attach the completed Banking Services Proposal Form - General Information (Part

A) and requested supporting documentation in order of presentation.

5) ABILITY OF BANKING SERVICE (maximum 40 points)

- a) Attach the completed Banking Services Proposal Form – Basic Services Required (Part B) and requested supporting documentation in order of presentation.
- b) Attach a draft copy of the proposed Draft Banking Services Agreement.

6) SCHEDULE FOR CONVERSION (maximum 10 points)

- a) Describe how your institution will prepare to implement this banking service contract by providing transition scheduling for staffing, office, customer communications, management activity and other similar preparatory tasks.
- b) Provide a projected conversion schedule that includes events and their timetable, and the itemized cost allowances and/or costs for the conversion processes which are included in the proposal. Event prerequisites and dependencies shall be identified.

7) PRICE PROPOSAL (maximum 40 points)

- a) Attach the completed Banking Services Proposal Form – Cost of Banking Services (Part C) and requested supporting documentation in order of presentation.
- b) Attach the completed Banking Services Proposal Form – Options Services (Part D) and supporting documentation in order of presentation.

8) OPTIONAL SERVICES (maximum 10 points)

Proposers that offer optional services (as outlined in section 8.1) may receive additional points.

9) LITIGATION HISTORY (maximum of 10 points)

Identify any litigation that the firm has been involved in over the last five (5) years in which the proposer has filed a claim with its professional liability insurance carrier for an amount in excess of \$25,000. Please describe the circumstances and the outcome.

10) MBE/WBE/DBE CLASSIFICATION (maximum 5 points)

Certified Minority / Women Owned Business Certification may be by state, federal, county or local government. The federal definition of MBE / WBE must be met. Consideration of minority, women or disadvantaged business enterprises in compliance with 24-CFR.

In order to receive points for this classification, a copy of their classifications certificate must be included in the proposal.

This information will not be counted against the 50-page maximum submittal amount.

11) Local Business (Submit Local Business Affidavit) **(maximum of 5 points)**

This information will not be counted against the 50-page maximum submittal amount.

12) RFP FORMAT; REFERENCE SECTION VIII **(maximum 5 points)**

a) Proposal shall follow the Response Format Criteria outline in Section VIII.

TAB-C

(No points)

The Proposer may include additional material that the Proposer deems to be pertinent, but not specifically requested pursuant to this RFP. Please note that pages under Tab-C count toward the 50-page allowance. Material in this section cannot be substituted for the documents that must be included in the Proposal under Tabs A and B pursuant to subsection F of this Section.

H. PRESENTATIONS *(If Requested by Committee)* **(No points)**

After preliminary scoring based on the above criteria, presentations/interviews as part of the evaluation process may or may not be requested by the Evaluation Committee. The Committee may invite all or only the top scoring Proposers to provide a presentation (based on preliminary evaluation). The Presentations/interviews are to be scheduled as noted in the solicitation. If the schedule changes, a two (2) week notice will be given to the Proposers invited to give presentations. Presentations by Proposers should include the key personnel that will be responsible for the County contract and services.

All proposers invited to make a presentation will be evaluated and ranked from highest to lowest.

-END OF SECTION-

**SECTION IX. PROPOSAL SUBMITTAL FORM- BANKING SERVICES HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS AND CLERK OF COURTS
PROPOSAL SUBMITTAL FORM (page 33-43)**

RFP IDENTIFICATION: RFP 19-024 – BANKING SERVICES

PROPOSAL SUBMITTED TO: HIGHLANDS COUNTY BOARD OF COUNTY
COMMISSIONERS – PURCHASING DIVISION

PROPOSAL SUBMITTED BY:

PART A - BANKING SERVICES PROPOSAL FORM – General Information

1. Name of Institution: _____

2. Principal location / business address of institution:

3. Date institution was chartered: _____

4. What is your financial institution's credit rating? Provide ratings from two (2) nationally recognized credit rating agencies. Provide supporting documentation were necessary.

5. Attach a summary showing the institution's organization chart as it relates to banking services. Indicate key personnel and their relationship to the services contract. Include a minimum of one paragraph about each key personnel; including their role in the proposed work and relevant knowledge, experience and/or training they bring to the service team. Indicate the adequate depth and abilities from within the organization which can be drawn upon as needed, to include management, equipment maintenance, field service staff, etc.

6. What experience does the institution have in providing banking and custodial trust services to local governments within the last ten (10) years?

7. Attach for reference, a recent list with points of contact, of local governments and/or companies of comparable size and operational complexity to Highlands County to which banking services have been provided.

RFP 19-024 BANKING SERVICES FOR THE HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS AND THE CLERK OF COURTS

PART B - BANKING SERVICES PROPOSAL FORM – Basic Services Required

1. Can you provide separate accounts as needed by the County? _____ How many? _____

Are there options for separate interest-bearing accounts? _____

2. Can you handle process and clear through separate zero-balance accounts? _____

3. Do you provide a secure online banking package? If so, will you provide all software required to provide these services and to access all required reports? Please describe the online banking features available.

4. Describe your processing deadlines.

5. Identify the cost of providing the overdraft protection, including, if used, the benchmark from which the financial institution will determine the interest to be charged on overdrafts, and current rates.

6. Attach a listing of its branches, which can provide depository services, currency and coin to the various County departments located throughout the County.

7. Describe your process for NSF checks. Can you automatically redeposit all checks returned for insufficient funds and electronically notify the Clerk's Business Service Division? Will a return item report be available via online banking, which will include ACH and traditional check returns?

8. Does the financial institution process incoming and outgoing wire transfer online and via telephone (as a backup) in real time as request by authorized County personnel, if instructions are received by the financial institution by the official deadline established by the Federal Reserve System? Will all incoming wires be processed result in same day credit to the County's accounts?

9. Can you provide the capability to create templates for repetitive wires and ACH transactions with the ability to restrict amount and access for different users within the County?

10. Provide a description of your lockbox services.

11. How are compensated balances computed? What level of total compensating balance would have to be maintained to compensate the financial institution for the average monthly service charge identified in the RFP?

12. Will all account balances be available for investment by/for the County at all times? _____

13. Does your financial institution provide ACH direct deposit of payroll? _____

14. Describe capabilities for providing full or partial account reconciliation via FTP or internet download or other means of information transmission and associated costs.

15. State the Expected Investment Rate Formula used for computing daily investments earning rate or guaranteed rate.

16. Describe cash vault services.

17. Clearly note any and all services that are or may be provided by a third party.

18. Do you have a disaster recovery plan? Please describe the procedures established for disaster recovery in the event of a system failure or other disaster at the financial institution's primary processing site.

19. Provide a description of additional services offered:

20. Describe other methods or innovative ideas for providing reduced costs, optimized returns and increased cash flows.

21. Is there any acquisition, merger or other corporate change planned in the next 2 years? If so, how will that effect the banking service provided?

RFP 19-024 BANKING SERVICES FOR THE HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS AND THE CLERK OF COURTS

PART C- BANKING SERVICES PROPOSAL FORM – Cost of Basic Services

TO: Highlands County Clerk of the Court
 590 S. Commerce Ave.
 Sebring, FL 33870

and

Highlands County Board of County Commissioners
 600 S. Commerce Ave.
 Sebring, FL 33870

We have read the Request for Proposal (RFP) for banking services and fully understand its intent. We certify that we have adequate personnel, equipment, and facilities to fulfill the requirements thereto. We understand that our ability to meet the criteria and provide the required services shall be scored by the County's staff workgroup.

The undersigned hereby declares that we have carefully examined the specifications of banking services for the Highlands County Board of County Commissioners and Clerk of the Courts.

It is understood that all information included in, attached to, or required by the RFP shall become public record, per Chapter 119 F.S., upon delivery to the County unless designated as confidential pursuant to applicable statutory provision.

BANKING SERVICES PROPOSAL FORM -Standard Service Cost Proposal

	Estimated Annual Volume		Charges Per Unit	Estimated Annual Charge
	BCC	Clerk		
BALANCE RELATED SERVICES				
COLL OVERDRAFT INTEREST CHARGE	-	4,148		
FDIC ASSESSMENT	45,278,966	2,267,431		
DEPOSITORY SERVICES				
ACCOUNT MAINTENANCE	24	24		
BANKING CENTER DEPOSIT	2,648	56		
QBD/NIGHT DROP DEPOSIT	64	1,976		
VAULT DEPOSIT	476	-		
ITEM PROCESSING DEPOSIT	136	-		
DEPOSIT CORRECTION NON-CASH	12	4		
GENERAL CHECKS PAID TRUNCATED	7,256	-		

DIRECT DDA STMT PER ACCT	24	-		
WLBX LOCKBOX DEPOSIT	256	-		
DIRECT PAID ITEM INQUIRY	404	-		
RETURNS-ERIN	60	24		
RETURNS - ERIN KEYSTROKES	-	1,572		
RETURNS-CHARGEBACK	60	24		

BANKING SERVICES PROPOSAL FORM – Cost of Basic Services

	Estimated Annual Volume		Charges Per Unit	Estimated Annual Charge
	BCC	Clerk		
RETURNS-RECLEAR	76	8		
RETURNS-RECLEAR SERVICES	12	-		
RETURNS - MAKER REQUIRED	-	24		
RETURNS - MAKER REQUIRED SERV	-	8		
CKS DEPOSITED	-	29,404		
CKS DEP ON US	4,368	-		
CKS DEP LOCAL CLEARINGS	84	-		
CKS DEP OTHER IN DIST	16,276	-		
CKS DEP ALL OTHER	5,668	-		
ENCODING SURCHARGE	21,424	-		
CKS DEPOSITED FOREIGN ITEMS	16	-		
CKS DEP REJECTS	4	-		
STOP PAY AUTOMATED<=12 MONTHS	4	-		
STOP PAY AUTOMATED>12 MONTHS	332	-		
DEBITS POSTED - ELECTRONIC	336	668		
CREDITS POSTED-ELECTRONIC	900	1,920		
FACSIMILE TRANSMISSION	8	-		
GEN DISB CKS PD-IS FRONT IMG	-	2,848		
LOCKBOX SERVICES				
WLBX MANUAL PAPER LBX MAINT	12	-		
WLBX MANUAL PAPER CHECK PRINT	4,704	-		
WLBX AUTO PAPER PROC PER ITEM	200	-		
WLBX AUTO PAPER CHECK PRINT	200	-		
WLBX DEPOSIT PREP PER DEPOSIT	268	-		
WLBX MANUAL PAPER PROC ITEM	4,704	-		
WLBX STD US MAILOUT PER ITEM	11,776	-		

WLBX ADD'L PHOTOS	4,704	-		
WLBX NON-DEPOSITABLE CORRES	6,872	-		
WLBX DETAIL RETURNED	4,916	-		
WLBX ADD'L COPY	12	-		
WLBX REASSOCIATION	4,904	-		
COMMERCIAL DEPS-CASH VAULT				
CURR/COIN DEP/\$100-QBD-ND	88	17,092		
CURR/COIN DEP/\$100-BKG CTR	2,192	116		
CURR/COIN DEP/\$100-VLT	1,480	-		
GENERAL ACH SERVICES				
ACH RETURN ITEM-NOC	4	-		
ACH OPTIONAL RPTS-ELECTRONIC	-	236		
GENERAL ACH SERVICES				
ACH RETURN ITEM-NOC	4	-		

BANKING SERVICES PROPOSAL FORM – Cost of Basic Services

	Estimated Annual Volume		Charges Per Unit	Estimated Annual Charge
	BCC	Clerk		
ACH OPTIONAL RPTS-ELECTRONIC	-	236		
ACH MONTHLY MAINTENANCE	12	24		
ACH INPUT-PC/DIRECT(E)	44	24		
ACH INPUT - TRANSMISSION(E)	-	236		
ACH STANDARD REPORTS -FAX	4	-		
CONSUMER ON US CREDITS (E)	2,292	480		
CONSUMER OFF US CREDITS	6,972	2,008		
CONSUMER OFF US DEBITS(E)	-	236		
WIRE TRANSFER				
DIRECT WIRE MAINTENANCE FEE	12	-		
ELEC WIRE OUT-DOMESTIC	72	8		
ELEC WIRE OUT-BOOK DB	24	28		
INCOMING DOMESTIC WIRE	4	-		
CUST MAINT TEMPLATE STORAGE	240	-		
BOOK CREDIT	92	60		
ACCOUNT RECONCILIATION				
AR PARTIAL PPAY MAINT PPR RPT	12	24		
ARP PARTIAL PPAY ITEM	7,256	2,848		
ARP RECON TRANS END OF CYCLE	12	24		
POSITIVE PAY EXCEPTIONS	20	8		
TELLER PPAY ISSUE NOT FOUND	16	-		

INFORMATION SERVICES				
GCS TRANSACTION HISTORY	12	4		
DIRECT PREVIOUS DAY MAINT	12	-		
DIRECT CURRENT DAY MAINT	8	-		
DIRECT PER ACCOUNT FEE	48	-		
DIRECT PREVIOUS DAY STD ITEM	24	-		
DIRECT CURRENT DAY STD ITEM	19,428	-		
DIRECT PREVIOUS DAY EXT ITEM	19,776	-		
EDI SERVICES				
DIRECT EDI REPORT PER ACCT	36	-		
RCVG REMIT ADV-ONLINE TRANS	2,524	1,056		
RECEIVING-ADVISING-ONLINE	24	12		
IMAGE				
CD ROM MAINTENANCE	12	24		
CD ROM PER IMAGE	7,268	2,848		
CD ROM DISK	12	24		
IMAGE RETRIEVAL BA DIRECT	376	-		
MISCELLANEOUS				
CHECK COPY	24	8		

BANKING SERVICES PROPOSAL FORM – Cost of Basic Services

TOTAL PROPOSED ANNUAL COST OF BASIC SERVICES	\$
Averaged Monthly Amount (Total / 12)	\$
Balance Required to Support \$1.00 of Services	\$
Required Monthly Compensating Balance	\$
Minimum Amounts Required for Open Repurchase Agreement:	\$
Initial Amount	\$
Increment	\$

**Any fees for additional charges will be at a rate no greater than the lowest rate of service to other public agencies.*

SUBMITTED BY:

(Printed Name)

(Authorized Signature)

(Title)

(Name of Bank)

_____, FL _____
Business address of bank: City Zip-Code

(Telephone)

(Date)

(Fax)

Vendor's URL Home Page

Point of Contact:

Name

(Title) Office Address

Phone Fax

E-mail Address

RFP 19-024 BANKING SERVICES FOR THE HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS AND THE CLERK OF COURTS

PART D- BANKING SERVICES PROPOSAL FORM – Optional Services

TO: Highlands County Clerk of the Court
590 S. Commerce Ave.
Sebring, FL 33870

And

Highlands County Board of County Commissioners
600 S. Commerce Ave.
Sebring, FL 33870

We have read the Request for Proposal (RFP) for banking services and fully understand its intent. We certify that we have adequate personnel, equipment, and facilities to fulfill the requirements thereto. We understand that our ability to meet the criteria and provide the required services shall be scored by the Highlands County's staff workgroup.

The undersigned hereby declares that we have carefully examined the specifications of banking services for the Highlands County Board of County Commissioners and Clerk of the Court.

It is understood that all information included in, attached to, or required by the RFP shall become public record, per Chapter 119 Florida Statutes, upon their delivery to the County unless designated as confidential pursuant to applicable statutory provision.

Optional Service Cost Proposal

1. _____
2. _____
3. _____

(Please continue on additional sheets, if necessary)

RFP 19-024 BANKING SERVICES FOR THE HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS AND THE CLERK OF COURTS

PART D - BANKING SERVICES PROPOSAL FORM – Optional Services (pg 2)

TOTAL PROPOSED MONTHLY COST
OF OPTIONAL SERVICES

\$ _____

SUBMITTED BY:

(Bank)

Business address of bank:

(Authorized Signature) (Title)

Number and street

(Authorized Signature) (Title)

_____, FL _____
City Zip-Code

(Telephone)

(Date) Vendor's URL
Home Page

Point of Contact:

Name

Office Address

Phone Fax

E-mail Address

-END OF SECTION-

RFP 19-024 BANKING SERVICES FOR THE HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS AND THE CLERK OF COURTS

SECTION X SAMPLE EVALUATION SCORE SHEET

The proposals shall be evaluated by the County and will be ranked on the basis of the following point scoring system:

CRITERIA FOR EVALUATION	Maximum Points	SCORE
1) Introduction of Organization	5	
2) Understanding and Approach to Services	20	
3) Financial Strength and Capability	30	
4) Qualification and Relevant Institution / Staff Experience	30	
5) Ability of Banking Service	40	
6) Schedule for Conversion	10	
7) Price Proposal	40	
8) Optional Services	10	
9) Litigation History	10	
10) Classification: MBE / WBE / DBE	5	
11) Local Business	5	
12) RFP Format (Section VIII).	5	
TOTAL	210	

-END OF SECTION-

SECTION XI. SELECTION PROCESS AND CRITERIA

The County strictly enforces open and fair competition in its RFPs. The County reserves the right to consider any Proposal as non-responsive if any part of the Proposal does not meet the established scope and/or criteria. Each Proposer must fully complete the RFP Proposal Submittal Form and provide all necessary documentation to fully demonstrate the Proposer's capabilities and qualifications according to Sections VI and VII of this RFP. Failure to supply the required

documentation will be grounds for rejection of the Proposal. The selection process shall be open to the public, and records shall be maintained in accordance with the State of Florida's records retention requirements. The Proposal Evaluators have the right to correct any errors in the evaluation and selection process that may be made. The County is not obligated to award a contract and the Proposal Evaluators or County may decide to reject all Proposals. If the Proposal Evaluators decide not to reject all Proposals, the County may proceed in accordance with the Evaluation Committee's recommendation.

- A. Proposals will be reviewed by the Evaluation Committee, and the Proposers will be ranked based upon the RFP Evaluation Criteria. Each Evaluation Committee member shall perform the member's own independent ranking. The County reserves the right to consider any Proposal as non-responsive if any part of the Proposal does not meet established scope and/or criteria.
- B. After review of the Proposals, at the discretion of the Evaluation Committee, (all or some of, based on preliminary scores, the top ranked) Proposers may be asked to give short presentations/interviews as part of the selection and ranking process. The presentations/interviews, if any, will be scheduled at least two (2) weeks from the time the invitation is sent to the selected Proposers.
- C. The Contract will be awarded to one (1) Proposer.

-END OF SECTION-

SECTION XII. AWARD

The County shall award to the responsive and qualified Proposer whose Proposal is determined to be the most advantageous to the County. Evaluation of the Proposals shall be based on the evaluation factors set forth in this RFP and any other relevant information obtained through the evaluation process. Notice of the award shall be made by e-mail to all Proposers. The date and time of the e-mail shall constitute the time of notification.

-END OF SECTION-

SECTION XIII. CONTRACT NEGOTIATIONS AND EXECUTION

Negotiation of the Contract for services may follow the initial selection process with the top ranked Proposer. Should a satisfactory contract not be negotiated with the top ranked Proposer, the next ranked Proposer shall be contacted, and negotiations shall begin. This process shall be followed until a satisfactory Contract is negotiated or the County decides to terminate negotiations.

The proposed contract will be submitted for review to the County staff and the County Attorney, prior to submittal to the Board. The contract then will be forwarded to the Proposer for review. After the contract is signed by the Proposer, the contract will be placed on the agenda of the Board to be considered for approval and execution. The reviewed contract, with any changes agreed upon resulting from the review, will be placed on a Board Agenda for its approval and execution.

-END OF SECTION-

SECTION XIV. CONTINGENT FEES PROHIBITED

Each Proposer must warrant that it has not employed or retained a company or person, other than a bona fide employee, working in its employ, to solicit or secure a contract with the County and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working in its employ any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of a contract with the County.

-END OF SECTION-

SECTION XV. SCHEDULE

DATE	TIME	EVENT
June 8, 2019		First Advertisement
June 15, 2019		Second Advertisement
June 28, 2019	5:00 P.M.	Deadline to submit questions (RFI's)
July 5, 2019	5:00 P.M.	Deadline to release responses by County to RFI's
July 10, 2019	3:00 P.M.	Proposal due date
July 25, 2019	10:00 A.M.	Review/Ranking of Proposals by the Evaluation Committee
August 8, 2019	10:00 A.M.	Presentations / Interviews (at the discretion of the Evaluation Committee)
August 15, 2019		Anticipated award date
December 17, 2019		Anticipated contract consideration by the Board, if required

-END OF SECTION-

SECTION XVI. RFP CONTACT INFORMATION

All questions during the RFP process regarding this RFP and the details of the services to be performed shall be submitted by Proposers in writing to:

*Jamee Soto
Highlands County Purchasing Division
600 S. Commerce Ave., Sebring, FL 33870-3809
Phone: (863) 402-6526; Email: jasoto@hcbcc.org*

-END OF SECTION-

SECTION XVII. REQUEST FOR INFORMATION (RFI) CUT-OFF

All questions regarding this RFP shall be submitted by Proposers in writing by 5:00 P.M. EST on June 28, 2019, to the person identified in Section XVI of this RFP. The County shall release responses to RFI by 5:00 P.M. EST on July 5, 2019.

-END OF SECTION-

SECTION XVIII.

The content in Section XVIII is intentionally omitted.

SECTION XIX. COMPLIANCE REQUIREMENTS

**CERTIFICATION PURSUANT TO SECTION 287.087, FLORIDA STATUTES
PREFERENCE TO DO BUSINESS WITH DRUG FREE WORKPLACE PROGRAMS
RFP 19-024**

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

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by _____
[Print individual's name and title]

for _____
[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is _____

and

whose Federal Employer Identification Number (FEIN) is _____ (hereinafter referred to as "Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder has a drug free workplace program in place. The program meets the requirements of Section 287.087, Florida Statutes.

THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD.

Print Name: _____ Date: ____/____/____

STATE OF _____

COUNTY OF _____

The foregoing Certification was sworn to before me this ____ day of _____, 20____, by _____, as _____, the duly authorized officer of _____, on its behalf, who is either personally known to me [] or has produced _____ as identification [].

(AFFIX NOTARY SEAL)

Signature: _____
Print Name: _____
Notary Public, State of _____
Commission No. _____
My Commission Expires: _____

**SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

RFP 19-024

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

STATE OF FLORIDA }ss

COUNTY OF _____ }

Before me, the undersigned authority, personally appeared _____ who, being by me first duly sworn, made the following statement:

1. The business address of _____ (name of bidder or contractor), is _____

2. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes 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 in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.

3. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.

4. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

5. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

(Draw a line through paragraph 5 if paragraph 6 below applies.)

6. There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____.

A copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through paragraph 6 if paragraph 5 above applies.)

THIS SWORN STATEMENT IS MADE PURSUANT TO SECTION 287.133(3)A, FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD

Signature: _____

Print Name: _____

Print Title: _____

On ____ day of _____, 20____.

STATE OF _____

COUNTY OF _____

Sworn and subscribed before me in the State and County first mentioned above on the _____ day of _____, 20____.

Signature: _____

Print Name: _____

Notary Public, State of _____

Commission No. _____

My Commission Expires: _____

(AFFIX NOTARY SEAL)

**CERTIFICATION PURSUANT TO SECTION 287.134, FLORIDA STATUTES
DISCRIMINATION; DENIAL OR REVOCATION OF THE RIGHT TO TRANSACT BUSINESS WITH
PUBLIC ENTITIES**

RFP 19-024

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY
COMMISSIONERS

by _____

[Print individual's name and title]

for _____

[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is _____ and

whose Federal Employer Identification Number (FEIN) is _____ (hereinafter referred to
as "Bidder")

2. **CERTIFICATION**

Bidder hereby certifies that at the time of its Bid the Bidder has not been placed on the discriminatory vendor list
by the Department of Management Services.

**THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.134, FLORIDA STATUTES, AND IS, UPON
DELIVERY, A PUBLIC RECORD.**

Print Name: _____ Date: ____/____/____

STATE OF _____

COUNTY OF _____

The foregoing Certification was sworn to before me this ____ day of _____, 20____, by
_____, as _____, the duly authorized officer of
_____, on its behalf, who is either personally known to me [] or has
produced _____ as identification [].

(AFFIX NOTARY SEAL)

Signature: _____
Print Name: _____
Notary Public, State of _____
Commission No. _____
My Commission Expires: _____

CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES

RFP-19-024

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

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by _____
[Print individual's name and title]

for _____
[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is _____ and

whose Federal Employer Identification Number (FEIN) is _____ (hereinafter referred to as "Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria. Bidder also hereby certifies that it is not participating in a boycott of Israel.

THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD.

Print Name: _____

STATE OF _____

COUNTY OF _____

The foregoing Certification was sworn to before me this ___ day of _____, 2019, by _____, as _____, the duly authorized officer of _____, on its behalf, who is either personally known to me [] or has produced _____ as identification [].

(AFFIX NOTARY SEAL)

Print Name: _____
Notary Public, State of Florida
Commission No. _____
My Commission Expires: _____

**CERTIFICATION OF PARTICIPATION IN THE UNITED STATES CITIZENSHIP AND
IMMIGRATION SERVICE BUREAU'S E-VERIFY PROGRAM
RFP 19-024**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by _____
[Print individual's name and title]

for _____
[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is _____ and

whose Federal Employer Identification Number (FEIN) is _____ (hereinafter referred to as "Bidder")

2. **CERTIFICATION**

Bidder hereby certifies that at the time of its Bid the Bidder participates in the United States Citizenship and Immigration Services Bureau's E-Verify Program, and does not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

Bidder's E-verify Company ID #: _____

THIS CERTIFICATION IS, UPON DELIVERY, A PUBLIC RECORD.

Print Name: _____ Date: ___/___/___

STATE OF _____

COUNTY OF _____

The foregoing Certification was sworn to before me this ___ day of _____, 20___, by _____, as _____, the duly authorized officer of _____, on its behalf, who is either personally known to me [] or has produced _____ as identification [].

Signature: _____

Print Name: _____

(AFFIX NOTARY SEAL)

Notary Public, State of _____

LOCAL VENDOR AFFIDAVIT
HIGHLANDS COUNTY LOCAL PREFERENCE
AFFIDAVIT OF ELIGIBILITY

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by

_____ [Print individual's name and title]

for

_____ [Print name of Company/Individual submitting sworn statement]

Whose business address is _____

(If applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this

Sworn statement): _____.

2. LOCAL PREFERENCE ELIGIBILITY

A. Vendor/Individual has had a fixed office or distribution point located in and having a street address within Highlands County for at least twelve (12) months immediately prior to the issuance of the request for quotation, competitive bids or request for proposals by the County.

YES _____ NO _____

B. Vendor/Individual holds business license required by the County, and/or if applicable, the Municipalities:

YES _____ NO _____

C. Vendor/Individual employs at least one full-time employee, or two part-time employees whose primary residence is in Highlands County, or, if the business has no employees, the business shall be at least fifty (50) percent owned by one or more persons whose primary residence is in Highlands County.

YES _____ NO _____

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE PUBLIC ENTITY IDENTIFIED IN
PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM SHALL BE
CONSIDERED PUBLIC RECORD.**

[Signature and Date]

STATE OF FLORIDA
COUNTY OF HIGHLANDS

Subscribed and sworn before me, the undersigned notary public on this _____ day of _____, 20____.

NOTARY PUBLIC

SEAL