

REQUEST FOR PROPOSALS

FOR

Banking Services



Issued By:

**St. Johns County Sheriff's Office
SJSO Finance Section
Division of General Services
4015 Lewis Speedway
St. Augustine, Florida 32084**

Due Date/Time for Proposals: 03 March 2021 - 5:00PM

**ST. JOHNS COUNTY SHERIFF'S OFFICE
REQUEST FOR PROPOSALS**

BANKING SERVICES

To: All Prospective Proposers
From: Sheriff Robert Hardwick
Subject: Request for Banking Services
Date: 08 February 2021

Dear Prospective Proposer:

Notice is hereby given that the St. Johns County Sheriff's Office, an accredited Law Enforcement Agency within the State of Florida, will be accepting Letters of Interest and Qualification proposals for Banking Services for the St. Johns County Sheriff's Office Finance Section from all firms interested in providing the services generally described herein and specified in the "Scope of Services" section of this Request for Proposals (RFP) document.

The successful proposer shall prove by his qualifications, experience, availability, approach and plan for the work that will best serve the overall needs of the Sheriff's Office. The selection of the successful proposer shall be at the Sheriff's discretion and shall be made in a prompt manner after receipt and evaluation of all responses. Responses will be accepted **until 5:00 P.M. on 03 March 2021, (Firm)** at the main Sheriff's Office Administration Building located at 4015 Lewis Speedway, St. Augustine, Florida 32084.

Proposal packages may be obtained from Andrea Urda, Senior Finance Specialist, St. Johns County Sheriff's Office, 4015 Lewis Speedway, St. Augustine, Florida 32084, or via email request to aurda@sjso.org or by calling 904-810-6626. Proposal packages may also be downloaded from the Sheriff's Office website at www.sjso.org or the Florida Department of Management Services website at www.myflorida.com.

Qualified firms desiring to respond to the RFP must submit **four (4)** proposal packages for evaluation and review to the **St. Johns County Sheriff's Office, 4015 Lewis Speedway, St. Augustine, Florida 32084, by or before the time stipulated above.**

We welcome your response to this RFP. Please complete, in the manner prescribed, all the requirements set forth in this RFP document. The St. Johns County Sheriff's Office reserves the right to reject any proposal found to be non-responsive, vague, non-conforming or irresponsible. The St. Johns County Sheriff's Office may withdraw all or part of this proposal at any time to protect its best interest. The desire of the St. Johns County Sheriff's Office to pursue proposals shall in no way obligate the Sheriff neither to compensate you for your efforts nor to execute a contract with you. All

proposers are asked to be thorough yet concise in their response. Failure to provide your response in the manner prescribed herein may be grounds for disqualification.

Please note that your response is a binding offer to perform in the manner you describe in the proposal response for a period not to exceed 180 days from the public opening date and time.

All proposers are advised that under Chapter 119, Florida Statutes, all responses are deemed a public record and opened to public scrutiny as provided for in said statute.

Introduction: The St. Johns County Sheriff's Office is currently seeking proposals from qualified banks interested in providing Banking Services to the Sheriff's Office. As used in this Request for Proposal (RFP), the terms "qualified bank" or "bank" are synonymous and mean a "Qualified Public Depository" as defined under the Florida Security for Public Deposits Act; Chapter 280, Florida Statute. The bank must also meet the minimum qualifications and provide the services described below.

The Sheriff's Office encourages all prospective banks to examine this RFP carefully. Qualified banks are requested to submit proposals to provide the services described in this RFP. The Sheriff's Office expects the banks, which submit proposals, to be highly experienced, a leader and innovator in the banking industry and able to provide comprehensive Banking Services at a competitive price.

The Sheriff's Office reserves the right to select one bank to deliver the services described herein if the combination of cost and the level of services are beneficial to the Agency. If deemed necessary, the Agency reserves the right to pursue Credit Card Merchant Services through a separate RFP. The overall objective of the Sheriff's Office is to secure the most efficient and cost effective banking services by combining the banking and cash management needs of the Agency.

Financial Profile: The Sheriff's Office maintains one master deposit account into which all collections from various sites are deposited. Checks, wire transfers, and Automated Clearing House (ACH) transactions for normal operations are drawn on this account. A separate zero balance (ZBA) or sweep account is maintained as a payroll clearing account; as well as other depository accounts for various Sheriff's Office departments.

The General Account is used for all cashiering, accounts payable payments, investment and money transfer activities. The Zero Balance Account (ZBA) maintains a zero balance but pulls from the General Account for payroll clearing.

In order to assist you in understanding the scope and volume of SJSO's banking activities, please reference **Appendix A**.

QUALIFYING REQUIREMENTS / Firm Requirements:

To be considered by the Sheriff's Office, proposing banks must be a Qualified Public Depository under Chapter 280, Florida Statutes and must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient services to the Agency. The Sheriff's Office reserves the right before recommending any award to inspect the facilities, organizations and financial condition, or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions. Each bank shall provide information relative to the ability to provide the services that the Sheriff's Office shall require both now and in the future. At a minimum this information shall include:

- a) Proposals shall clearly indicate the legal name, address and telephone number of the bank (corporation, firm, partnership, or individual). Proposals shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the bank to the submitted proposal.
- b) The successful Bank will be required to execute a sworn statement to the effect that no person or affiliate has been convicted of a public entity crime as defined in Section 287.133 F.S. (**Appendix C**)
- c) The successful Bank must affirm that it is a "Qualified Public Depository" as defined under the Florida Security for Public Deposits Act; Chapter 280, Florida Statutes.
- d) The successful Bank must show that it is able to offer the following services; or comparable banking services that will meet current and future Sheriff's Office needs:
 - A Federal or Florida chartered bank with a principal branch office located within St. Johns County.
 - Online information reporting system.
 - Automated Clearing House (ACH) software for payroll direct deposit and vendor accounts payables; including data uploads/downloads to other software systems.
 - Imaging services for cancelled checks and deposits.
 - Partial and full reconciliation services.
 - Fraud protection through "Positive Pay" or similar banking services.
 - Bank software must interface with Tyler Technologies – Munis applications.
 - E-commerce applications.
 - Zero balance accounts (ZBA).
 - Sweep investment services.
 - Wire transfers from Sheriff's Office finance offices.
 - Internal account transfers between Sheriff's Office accounts.
 - Stop payments.
 - Returned checks.

- e) Additional bank qualifications with required supporting documentation:
- A member of the Federal Reserve System and FDIC.
 - Tax Identification Number must be noted on Proposal Summary Form.
 - A summary of the bank's financial resources (including the most recent audited financial statements and annual report of the bank and holding company, if any).
 - A listing of branches, emphasizing those locations within St. Johns County.
 - A listing of other local government accounts serviced by the bank indicating contact person(s) at the government unit.

Firms desiring to provide the required Banking Services should apply by submitting **one (1) original** and **three (3) copies** for a total of **four (4) sets** of the entire proposal containing the following information:

1. Each response must be accompanied by a letter of interest ***not exceeding two pages*** which summarizes key points of the response in this request for proposals and which is signed by an officer of the bank who is responsible for committing the bank's resources. The letter of transmittal should include the following:
 - Name of the bank submitting the response
 - A statement that the bank is responding to the St. Johns County Sheriff's Office request for statements of qualifications to provide banking services to our Agency;
 - Brief narrative of the bank's qualifications to provide banking services to the St. Johns County Sheriff's Office and company background information;
 - Name, title, and witnessed signature of the individual with responsibility for the response and to whom matters regarding this RFP should be directed;
 - Mailing, street and email addresses;
 - Telephone and fax number of bank's primary contact;
 - Bank's Federal Tax Identification Number;
 - Type of Bank (Federal or State Charter);
 - Statement of Membership in the Federal Depository Insurance Corp;
 - Statement of Membership in the Federal Reserve System;
 - Bank Deposits Federally Insured up to \$_____;
 - Authorized Public Depository? If No, do you understand that you must become a Public Depository?
 - Number of Branches within St Johns County;
 - A listing which includes location, business hours, and if there is a night depository for each branch.
 - A listing of any local governmental agencies that the bank has provided the type of services required herein;
2. Bank must be able to demonstrate its capabilities to interface with Tyler Technologies – Munis applications and provide a liaison to work in that capacity with Sheriff's Office Finance personnel.

3. Capability to meet deadlines.
4. Subcontractor information, if applicable.
5. Status of any disciplinary actions undertaken against the firm at a Federal or State level. If such action has been undertaken, the current status of the action must be provided.
6. Proof of Liability Insurance, and its limits including deductibles.
7. Drug-Free Workplace Form – A completed Drug-Free Workplace Form, substantially in the form attached hereto as **Appendix B** should be submitted with the firm's response. Failure to certify the firm as a drug-free workplace in accordance with Florida Statutes, Subsection 287.087, may result in rejection or disqualification of your response.
8. Conflict of Interest - Without breaching client confidentiality include:
 - a statement indicating whether any clients are currently involved or to your knowledge anticipate being involved in proceedings or transactions involving the St. Johns County Sheriff's Office as an adverse party, and
 - a description of any existing or potential conflicts of interest for the firm or its employees pertaining to the St. Johns County Sheriff's Office from the date hereof. (**Appendix D**).

Scope of Work – Banking Services: The scope of banking services to be provided to the Sheriff's Office is as follows:

a) Special Services for Master and Sub-Accounts:

- **Banking Supplies:** The depository bank may be requested to provide all necessary banking supplies. These shall include, but not be limited to, disposable deposit bags, coin wrappers, deposit slips (original and one copy) and deposit stamps. The Bank will also provide an adequate supply of night deposit box keys. The Sheriff's Office reserves the right to purchase the supplies from another vendor.
- **Collateral:** Deposits are to be collateralized as required by Chapter 280, Florida Statutes.
- **ACH and Wire Transfers:** The Bank will provide same day wire transfers from the Sheriff's Office account and accept transfers into the account with immediate credit.
- **Transaction Closing Time:** The Sheriff's Office desires the latest transaction closing time available but no earlier than 2:00 PM. The Bank should clearly indicate its proposed cut-off time.

- b) Continuous Service:** The Bank will have and maintain sufficient staff to support these requirements on a continuing basis without interruption of service. Severe or repeated breakdown of service for this reason will be cause for cancellation of agreement. The Sheriff's Office requires that the Bank designate one of its cash management services personnel to act as sole liaison with the Agency for all matters regarding its account. This designee shall also work with our Tyler Technologies team regarding the configuration of files to Munis specifications. The Sheriff's Office reserves the right to approve the person so designated and further reserves the right to approve the designation of any successor liaison.

- c) **Reconciliations:** The Bank, as applicable, will provide partial and full reconciliation of the Sheriff's Office checking accounts. The reconciliation, as a minimum, will consist of a summary of account activity, sorting each month's canceled checks in numerical order, a copy of a computer printout showing in numerical sequence the check number, the dollar amount, the transaction date of each canceled check, the grand total dollar amount of the canceled checks and a listing of any missing checks. In addition to the printout, the information must be available in electronic file format and accessible via computer modem or Internet access.
- d) **Microcomputer Access:** The Sheriff's Office requires, at a minimum, on line access, through the use of a microcomputer terminal, to daily bank account balances, transaction history (at least 45 days), on line ability to issue stop payments, to make transfers between accounts and to initiate ACH and wire transfers. The Bank will provide the Sheriff's Office the necessary software for access to these bank services. Such software should run on an IBM Compatible personal computer, using a Windows 10 build 2004 or greater, operating environment. Additional on-line services are encouraged, please describe. The Sheriff's Office shall have computerized on-line access to its accounts that will allow the Agency to monitor account balances and review the previous day's activity by 8:00 AM the following day.
- e) **Sheriff's Office Right to Use Other Banks:** The Sheriff's Office reserves the right to establish demand deposit accounts in other banks, or provide for additional services from other banks, if the Sheriff's Office so deems necessary. If the Sheriff's Office elects to exercise this right the contract covered by this proposal shall remain in effect regarding all terms, agreements and conditions without penalty or diminution of ongoing banking services as contained therein and previously provided by the successful bank in this proposal.
- f) **Payment for Services:** Payment will be accomplished by either the utilization of a minimum compensating balance adjusted periodically or by a "specific charges for service" method. Should the Sheriff's Office elect the compensating balance method, a specific account will be required to be established that will account for the compensating balance, separate and apart from all other Sheriff's Office funds. Monthly statements will be required for this account, which will be reconciled with the contracted compensating balance. If the Sheriff's Office selects the "specific charges for service" method, the Bank shall submit quarterly invoices for the services rendered for the preceding months. Such invoices shall be accompanied by an account analysis for each account and summary analysis for all accounts combined which will itemize all charges. The analysis shall contain at a minimum, average daily ledger balance, less float and reserve requirements to arrive at a net collected balance. The total amount of the quarterly invoice from the summary analysis shall be paid within thirty (30) days upon receipt of invoice and supporting documentation by the Sheriff's Office, pursuant to audit and review less any contested charges.

Periodic adjustments to the amount of compensating balance are available to give effect to changing interest rates. Adjustments cannot be made more than twice a year and must be noticed to the Sheriff's Office thirty (30) days prior to going into effect. Sufficiently detailed analysis to allow the Sheriff's Office to verify the propriety of the increase or decrease should accompany the notice. Both alternatives should be included on the quotation sheet.

g) Other Services to be Provided:

- Direct Deposit (ACH): Currently, the Sheriff's Office provides direct deposit services for employee payroll and vendor accounts payables.
- Access to Records: The Sheriff's Office, or its authorized representatives, shall have access to the books and records maintained by the Bank, with respect to such Agency bank accounts at all reasonable times, including the inspection, or copying of such books and records and all memoranda, checks, correspondence, or documents pertaining thereto. The Bank as required by applicable regulatory bodies shall preserve such books and records.

h) Volume of Work: No warranty or guarantee is given or implied as to the types or quantities of services that will actually be required. The quantities stated in this proposal are estimates of one month's requirements and are for cost comparison purposes only. Refer to **Appendix A**. The following list of requirements is general in nature and will apply to all accounts depending on the type activity of each account:

<u>TYPE TRANSACTION</u>	<u>FREQUENCY*</u>	<u>ACCOUNTS</u>
Wires, Transfers In/Out	Daily	All Accounts
Internal Account Transfers	Daily	All Accounts
Regular Deposits	Daily/Monthly	All Accounts
Account Adjustments	Daily	All Accounts
Stop Payments	Daily	All Disbursement Accounts
Returned Checks	Daily	All Accounts

PROPOSAL FORMAT AND ADDITIONAL INFORMATION: The firm shall submit a response complying with this request for proposals for banking services. The information, documents and materials submitted in the response must be complete and accurate in all material aspects. All responses must contain direct responses to the following questions or requests for information and be organized so that specific subject areas being responded to are readily identifiable and in the same sequence as outlined below.

- 1) **Ability to Provide the Required Services** – Each proposal must include the capabilities of staff as well as information on the approach and method of how banking services will be provided. It shall be assumed that the banking services, which are offered, meet or exceed the requirements in the Firm Requirements section of this Request for Proposal. If the bank cannot meet a service requirement, then the phrase “not available” should be entered on the proposal response for that

requirement. In the case of a “not available” remark, the bank may offer an alternative service. Alternative proposals may be submitted for consideration.

a. Transaction Research:

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

b. Disaster Recovery and Control:

- Describe the bank's electronic data procedures and/or manual system used to provide banking services along with backup and recovery capabilities.
- Where are off-site facilities located?
- How quickly can the "hot" site be implemented in case of an emergency?
- Provide a detailed description of the controls in place to insure the integrity of the funds transfer system.
- Describe the types of insurance and bonding carried.
- Include a copy of the bank's most recent reports issued in accordance with the SSAE 16, SOC 1, Type 2 Report for any processes or systems relevant to the services under this RFP.
- If not already covered in the SSAE 16, SOC 1, Type 2 Report, please describe the disaster recovery plan for each proposed service for short-term disaster, long-term disaster and power failure recovery.
- Have disaster recovery procedures ever been employed for a real disaster?
- How and when will customers be notified if any service is impacted by a disaster?
- Discuss your plans to ensure continuity of service in the event of a disaster or system failure that affects a partner or third-party provider included in your proposal.
- Describe any additional security measures available to the Sheriff's Office to minimize the risk of unauthorized transactions in its accounts.

c. Sample Reports and Contracts:

- Please provide samples of the following reports (on-line reports) that you would propose to use in meeting the needs of the Sheriff's Office, such as:
 - Reconciliation Reports
 - Daily Balance Report
 - Repurchase Agreement Calculation Schedule
 - Monthly Bank Statement

- Not limited to the following, please provide samples of the following agreements you would propose to use in conjunction with this engagement:
 - Wire (Funds) Transfer Agreement
 - Automated Clearing House (ACH) Agreement
 - Zero Balance Account (ZBA) Agreement
 - Sweep Investment Service Agreement
 - Custodian Agreement
- 2) **Fee Quotation** – A fee quotation shall be completed in accordance with **Appendix A**.
- 3) **Experience** – The Sheriff's Office requires that each firm responding to this request for banking services provide the following information.
- a. Describe the organization, date founded, ownership, and other business affiliations (please provide number and location of affiliated offices).
 - b. Provide the address of the office location that will service the account.
 - c. List the address of all branch offices in the county boundaries and surrounding area and supply a map showing branch locations.
 - d. Describe the experience of the financial institution in providing similar services for other public clients or similar agencies.
 - e. Include copies of the most recent audited financial statement with the proposal.
 - f. Provide five public references (if possible, where similar services were provided) including the length of time the bank has provided services, client name, contact personnel, address, and phone number. The Sheriff's Office may contact these references during the evaluation process.
 - g. Provide the number of clients where similar services were provided who have terminated services in the last three years.
- 4) **Other Financial & Community Services** - Include information on any other cash management services currently provided or planned by the bank that may benefit the Sheriff's Office. Additionally, provide the following information:
- a. Describe the bank's capabilities relative to the use of optical imaging of checks, deposit items and statements.
 - b. Describe any new innovative services that have recently been developed or are in the process of being developed that may benefit the Sheriff's Office.
 - c. Please provide any additional information that your bank believes to be pertinent but not specifically requested elsewhere in the RFP.

- 5) **Financial Strength** - Complete the following tables with current credit ratings by Standard & Poor's Rating Services and Moody's Investor Services. If the Proposer is not rated by these rating organizations, provide other evidence of the institution's financial strength.

Firm / Bank

	Standard & Poor's Rating	Moody's Investor Services
Short-Term Unsecured Senior Debt		
Long-Term Unsecured Senior Debt		

Bank Holding Company

	Standard & Poor's Rating	Moody's Investor Services
Short-Term Unsecured Senior Debt		
Long-Term Unsecured Senior Debt		

EVALUATION OF PROPOSALS: Proposals will be evaluated in accordance with the St. Johns County Sheriff's Office Purchasing Policy and the specific criteria as follows:

Criteria	Rating Points
Ability to Furnish the Required Services	0-40
Fee Quotation and Earnings Potential	0-20
Experience	0-20
Other Financial and Community Services	0-10
Financial Strength	0-10
Maximum Points Allowed	0-100

Please see attached Evaluation Sheet and Criteria. Review Committee members will individually review proposals. Final rankings will be compiled, summarized and ranked at the main Sheriff's Office Administration Building, 4015 Lewis Speedway, St. Augustine, FL 32084. The evaluation team will make recommendations based upon the written submittals. The Sheriff's Office reserves the right to receive in-person presentations, if deemed necessary. Award of this RFP shall be made to the proposer/proposers who, in the sole opinion of the Sheriff's Office, is/are deemed the most advantageous for the Sheriff's Office.

If the chosen firm proposes to subcontract or otherwise engage the services of a third party, this must be disclosed in response to the proposal.

The St. Johns County Sheriff's Office intends to select proposers that demonstrate, in the Agency's opinion, the highest degree of compliance with the criteria listed in this RFP. SJSO reserves the right to request clarification of information submitted and to request additional information pertaining to one or more responses.

In the event that a Contract/Agreement is attached to the RFP, such Attached Contract/Agreement is For Discussion Purposes Only, and Not Necessarily Reflective of any Contract That May Be Ultimately Entered into By the Sheriff's Office. In the event that a Contract/Agreement is Not Attached to the RFP, it is expressly understood that the Sheriff's Office preference/selection of any Proposal does not constitute an award of a Contract/Agreement with the Agency. It is anticipated that subsequent to the Agency's preference/selection of any Proposal, Contract negotiations will follow between the Sheriff's Office and the selected Proposer. It is further expressly understood that no Contractual relationship exists with the Sheriff's Office until a Contract has been executed by both the Sheriff's Office and the selected Proposer. The Sheriff's Office reserves the right to delete, add to, or modify one or more components of the selected Proposer's Proposal, in order to accommodate changed or evolving circumstances that the Sheriff's Office may have encountered since the issuance of the RFP. It is further understood, no Proposer (whether selected or not) may seek or claim any award and/or reimbursement from the Sheriff's Office for any expenses, costs, and/or fees (including attorney's fees) borne by any Proposer, during the entire RFP process. Such expenses, costs, and/or fees (including attorney's fees) are the sole responsibility of the Proposer. By submitting a Proposal, a Proposer agrees to be bound by these terms and provisions of the RFP.

CONTACTS: Questions related to the RFP should be directed to Andrea Urda, St. Johns County Sheriff's Office Finance Section, 4015 Lewis Speedway, St. Augustine, FL 32084, e-mail: aurda@sjso.org, fax number (904) 209-3123. Inquiries related to the work scope, clarification or correction must be in writing – by fax, email or mail - and received **no later than 5:00 p.m. on 22 February 2021** to allow adequate time for response. Please do not contact any other staff member of the St. Johns County Sheriff's Office, except the above, with regard to this RFP. All inquiries will be routed to the appropriate staff member for response. All inquiries requesting clarification will be posted on the Sheriff's Office website. Please check www.sjso.org prior to submitting your response to this RFP.

DUE DATE AND LOCATION - The letters of interest and supplemental information will be received until **5:00 p.m. on 03 March 2021**. Mail or deliver all proposals to Andrea Urda, Senior Finance Specialist, St. Johns County Sheriff's Office Finance Section, 4015 Lewis Speedway, St. Augustine, FL 32084.

The St. Johns County Sheriff's Office reserves the right to reject any or all proposals, waive minor formalities or award to and negotiate with the firm whose proposal best serves the interest of our Agency.

Estimated Time Line

ACTION	DATE
RFP released to general public	08 February 2021
First advertisement	09 February 2021
Second advertisement	15 February 2021
Cut-off for questions to be answered	22 February 2021
Proposal due date	03 March 2021
Evaluation Review Committee meeting(s)	TBD
Presentations from short listed firms	TBD
Sheriffs authorization of contract negotiations	TBD
Sheriffs approval of contract	26 March 2021
Process concluded	01 April 2021

BID PROTEST: Any bidder, proposer or person substantially and adversely affected by an intended decision or by any term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the SJSO Finance Section, a written notice of intent to protest no later than 72 hours (excluding Saturdays, Sundays and legal holidays for employees of SJSO) after the proposal award is made. Filing such a protest shall stay all further contract proceedings until all protest measures have been exhausted. The decision of the Sheriff is final.

INDEMNIFICATION: To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless The St. Johns County Sheriff's Office and its employees from and against liability, claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from performance of the work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction to tangible property (other than the work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

In claims against any person or entity indemnified under this Paragraph by an employee of the Contractor, a Subcontractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefits acts or other employee benefit acts.

CONTRACT TERM: It is the intent to award a contract for an initial four (4) year period with the Sheriff's Office having the options to renew said contract for two (2), two (2) year periods for a possible total of eight (8) years. This is so the initial contract runs concurrent with the Sheriff's Term of Office. The decision to renew the contract will be at the sole discretion of the Sheriff's Office. Submitting banks are requested to outline how their fee structures will be adjusted for inflation during the contract.

During the contract period, SJSO shall assess the Bank's performance of the contract. In the event of a breach of the contract by the Bank or unsatisfactory performance as assessed by SJSO or if the Bank performs in a manner that precludes our Agency from administering its functions in an effective and efficient manner and if, after thirty (30) days following written notice thereof, the Bank has been unable to remedy such breach, or provide satisfactory performance, then the Sheriff's Office shall upon written notice to the Bank, be authorized to cancel the contract, thereafter reserving the right to proceed against the Bank for any and all damages permitted by law arising from said breach. The Bank shall not be held responsible for any failure determined to the satisfaction of the Sheriff to be due to any action or inaction on the part of the Sheriff's Office.

Insurance: During the entire period of performance of any contract resulting from this solicitation, the successful proposer shall procure and maintain at least the minimum kinds of insurance as stipulated herein, *including coverage for employee honesty and securities coverage*. Proof of such insurance must be provided to the Sheriff prior to beginning contract performance.

Drug-Free Workplace Preference: Whenever two or more proposals are equal with respect to price, quality, delivery and services are received for procurement, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference, in accordance with Florida State Statutes 287.087. Certification of an implemented drug-free workplace program must be included with the bid when the bid is submitted. (**Appendix B**)

Public Entities Crimes: A person or affiliate who has been placed on the convicted Vendors list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted Vendor list. By signature on this solicitation and confirmation on the attached form, (**Appendix C**) proposer certifies that they are qualified to do business with the St Johns County Sheriff's Office in accordance with Florida Statutes.

**Finance Section
St. Johns County Sheriff's Office
Definitions of Evaluation Criteria for
Ranking of RFP**

- A. Ability to Provide the Required Services (0 to 40 Points) – SJSO** requires that each firm responding to this request for proposals address the requested information under this particular subsection of the RFP beginning on Page 8. *This will be graded on a 0 – 40 scale.*
- B. Total Fee Quotation (Score) (0 to 20 points) - SJSO** requires that each firm responding to this request for proposals address the requested information under this particular subsection of the RFP contained in **Appendix A**.

Rank the stated fee for the bank relative to other banks as follows:

1. Compensating balance (calculate per example below)
2. Average estimated monthly fee (calculate per example below)

Compensating balance and average estimated monthly fees are the two evaluation criteria; the lowest priced proposal for each criterion should receive the maximum weighted score. The other proposals should receive a percentage of the weighted score based on the percentage differential between the lowest proposal and the other proposals in accordance with the following example:

<u>Bank</u>	<u>Proposed Compensating Balance</u>	<u>Percentage</u>	<u>By</u>	<u>Weight</u>	<u>Equals</u>	<u>Weighted Score***</u>
A	\$1,500	100%	X	10	=	10
B	\$2,000	75%*	X	10	=	8
C	\$2,500	60%**	X	10	=	6

* Firm B's percentage is $\$1,500 \div \$2,000 = 75\%$

** Firm C's percentage is $\$1,500 \div \$2,500 = 60\%$

*** Weighted Score shall be rounded to nearest whole number

<u>Bank</u>	<u>Proposed Average Estimated Monthly Fee</u>	<u>Percentage</u>	<u>By</u>	<u>Weight</u>	<u>Equals</u>	<u>Weighted Score***</u>
A	\$20,000	100%	X	10	=	10
B	\$25,000	80%*	X	10	=	8
C	\$28,000	71%**	X	10	=	7

* Firm B's percentage is $\$20,000 \div \$25,000 = 80\%$

** Firm C's percentage is $\$20,000 \div \$28,000 = 71\%$

*** Weighted Score shall be rounded to nearest whole number

- C. Experience (0 to 20 Points)** - SJSO requires that each firm responding to this request for proposals identify its qualifications according to the information requested under this particular subsection of the RFP beginning on page 10. *This will be graded on a 0 – 20 scale.*

Does the bank's prior governmental banking experience and approach to this RFP appear to position the bank to best respond intelligently to the Sheriff's Office needs and anticipate Sheriff's Office future needs?

- D. Other Financial & Community Services (0-10 points)** – SJSO requires that each firm responding to this request for proposals identify other financial and community services according to the information requested under this particular subsection of the RFP beginning on page 10.

Does the bank provide other financial or community services that may benefit the Sheriff's Office? *This will be graded on a 0 – 10 scale.*

- E. Financial Strength (0-10 points)** – SJSO requires that each firm responding to this request for proposals determine financial strength according to the information requested under this particular subsection of the RFP beginning on page 11. *This will be graded on a 0 – 10 scale.*

EVALUATION SHEET
Banking Services

St. Johns County Sheriff's Office
Criteria For Ranking

Date:
Project: RFP Banking Services

FIRM	A. Ability to Provide the Required Services	B. Fees	C. Experience	D. Other Financial & Community Services	E. Financial Strength	TOTALS
	0 to 40 POINTS	0 to 20 POINTS	0 to 20 POINTS	0 TO 10 POINTS	0 TO 10 POINTS	

SIGNATURE OF RATER: _____ **PRINT NAME:** _____

DATE: _____

Appendix A
St. Johns County Sheriff's Office
Request for Proposals
Banking Services
Financial Proposal Summary

Bank is required to complete the following pricing list, which reflects the estimated requirements of the Sheriff's Office and will be the determining factor in evaluating cost of services. These services will be required at the start of the contract. Indicate N/C if there is no charge for an item. If bank wishes to incorporate additional service items, please use blanks provided.

Includes Payroll ACH Activity

	Monthly	Unit	Monthly
Banking Service	Volume	Cost	Cost
Balance Related Services			
Deposit Bank Assessment	6,749,235		
General Account Services			
Stmt w/Image Classic-Mthly Base			
Non Acct Holder Check Cashing- Full			
Account Maintenance w/ Check Return			
Subaccount Maintenance			
Account Maintenance - Computer Record Storage & Retrieval	1		
Zero Balance Monthly Base			
Debits Posted	10		
Credits Posted	54		
Lockbox Services			
E-Box Monthly Maintenance	0		
Depository Services			
Banking Center Deposit	6		
General Disb Cks Paid-Trunc	262		
Zero Balance Account (ZBA) Depository + Master Maint	1		
Zero Balance Account (ZBA) Per Transaction	3		
Stop Pay Automated >12 Months	4		
Debits Posted Electronic	10		
Credits Posted Electronic	54		
Deposit Account Stmts Over 1	1		
Check Deposit ICL Or RDSO	15		
Image Deposited Items RDSO	140		
Commercial Deps Cash Vault Curr/Coin Dep \$100 BKG CTR	218		

	Monthly	Unit	Monthly
Banking Service	Volume	Cost	Cost
General Automated Clearing House (ACH) Services			
ACH Optional Reports Electronic	24		
ACH Return Item	1		
ACH Monthly Maintenance	4		
ACH Input Echannel	1		
ACH Input File	23		
ACH Blocks Auth Instructions	9		
ACH Blocks Auth Maintenance	1		
Delete/Reversal Batch/File	1		
ACH Standard Reports Electronic	1		
ACH Off US Credits	113		
ACH Off US Debits	1		
ACH On US Credits Same Day	20		
ACH Off US Credits Same Day	12		
ACH Credit Received Item	52		
ACH Debit Received Item	42		
General Automated Clearing House (ACH) Services (Payroll)			
ACH Monthly Maintenance	1		
ACH Input File	4		
ACH Blocks Auth Instructions	1		
ACH Blocks Auth Maintenance	1		
ACH On US Credits	216		
ACH Off US Credits	1,912		
ACH On US Credits Same Day	1		
ACH Off US Credits Same Day	4		
ACH Debit Received Item	2		
Wire & Other Funds - Transfer Services			
Wire Monthly Subscription	1		
CashPro GP Accts Entitled	2		
PH or STND Order Tmpl Storg	1		
CashPro GP Cust Mnt Tmpl Strg	2		
Book Credit	2		
Account Reconciliation			
ARP Full PPay Maint Paper Supp	1		
ARP Full PPay Input Per Item	267		
ARP Recon Output File	1		
Positive Pay Exceptions	21		
ARP Positive Pay Return Other	1		
Payee Positive Pay Issue Match	267		

	Monthly	Unit	Monthly
Banking Service	Volume	Cost	Cost
Payee Positive Pay Maintenance	1		
Information Services			
CashPro ARP Reports	2		
CashPro Online Subscription	1		
CashPro Reporting Subscription	1		
CashPro Online PDR Account	3		
CashPro Online PDR Item	798		
CashPro Online CDR Account	1		
CashPro Online CDR Item	343		
Remote Deposit Services			
Remote Deposit Account Maint	1		
Remote Deposit CKC Image Proc	140		
Remote Deposit Item Storage	7,712		
Image			
Image Drop File Maintenance	1		
Image Drop Per Item	262		
Image Drop Per File	1		
CashPro Online Image Retrieval	22		
Miscellaneous			
Non-Relationship Cust Ck Cashed	1		

Other Service Items (Fill in Blanks)

Total "Cost of Service" Method: \$ _____

Compensated Balance Required (estimated): \$ _____

Describe compensating balance adjustment factor for this account with basis and frequency on a separate sheet of paper.

ADDITIONAL BANKING SERVICES:

Appendix B
Drug-Free Workplace Certification

In case of ties, preference must be given to vendors submitting a certification with their proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug-free certification form below must be signed and returned with your response.

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 must specify 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' 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 the first paragraph. (4) In the statement specified in the first paragraph, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction. (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted. (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Firm's Signature

Title

Date

NOTARY:

STATE OF _____)

COUNTY OF _____)

Sworn and Subscribed before me this _____ day of _____, 20 _____

Personally known: _____

Or Produced Identification: _____

Notary Public - State of: _____ Commission Expires: _____

>>>Failure to submit this form may disqualify your response<<<

Appendix C
Public Entity Crimes

SWORN STATEMENT UNDER SECTION 287.133(3)(a) - FLORIDA STATUTES: THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid or Proposal _____, for _____.
2. This sworn statement is submitted by _____ whose business address is **[Name of entity submitting sworn statement]** and (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: _____).
3. My name is _____ and my relationship to the above is **[Please print name of individual signing]**

4. I understand that a "public entity crime" as defined in Section 287.133(l)(g) **Florida Statutes** means a violation of any state or federal *law by* a person with respect to and directly related to the transaction of business with any public entity 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 an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(l)(b), **Florida Statutes** means 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 guilty or nolo contendere.
6. I understand that "affiliate" as defined in Paragraph 287.133(l)(a), **Florida Statutes** means:
 1. A predecessor or successor of a person 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. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a

person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(l)(e), **Florida Statutes** means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies].

____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents, who are active in the management of the entity, nor any affiliate of the entity have been convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, and **[Please indicate which additional statement applies]**.

____ There has been a proceeding concerning the conviction before a judge or hearing officer of the State of Florida, Division of Administrative Hearings or a court of law having proper jurisdiction. The final order entered by the hearing officer or judge did not place the person or affiliate on the convicted vendor list. **[Please attach a copy of the final order.]**

____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a court of law having proper jurisdiction or a judge or hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the judge or hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **[Please attach a copy of the final order.]**

____ The person or affiliate has not been placed on any convicted vendor list. **[Please describe any action taken by or pending with the Department of General Services.]**

Appendix C
Public Entity Crimes (Cont'd)

[Signature]

Date: _____

NOTARY:

STATE OF _____)

COUNTY OF _____)

Sworn and Subscribed before me this _____ day of _____, 20 _____

Personally known: _____

Or Produced Identification: _____

Notary Public - State of: _____ Commission Expires: _____

>>>Failure to submit this form may disqualify your response<<<

Appendix D
Conflict of Interest Statement

STATE OF _____)

COUNTY OF _____)

Before me the undersigned authority personally appeared _____, who was duly sworn, deposes and states:

- A ☐ I am the _____ of _____ with a local office in _____ and principal office in _____.
- B ☐ Said entity is submitting this proposal/offer to the St. Johns County Sheriff's Office RFP for Banking Services.
- C ☐ The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon his full knowledge.
- D ☐ The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.
- E ☐ Neither the AFFIANT nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion or collusion activity, or otherwise taken any action which in any way restrict or restraint the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing or other offer parameters required by this solicitation.
- F ☐ Neither the entity nor its affiliates nor anyone associated with them is presently suspended or otherwise prohibited from participation in this solicitation or any contracting to follow thereafter by any government.
- G ☐ Neither the entity nor its affiliates nor anyone associated with them have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
- H ☐ I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any County Division, Department or Office.
- I ☐ I certify that no member of the entity's ownership or management is presently applying, actively seeking or has been selected for an elected position within the St. Johns County Sheriff's Office.
- J ☐ In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the Sheriff in writing.

Dated this _____ day of _____, 20____

AFFIANT

Typed Name of AFFIANT

Title

Appendix D
Conflict of Interest Statement (Cont'd)

NOTARY:

STATE OF _____)

COUNTY OF _____)

Sworn and Subscribed before me this _____ day of _____, 20 _____

Personally known: _____

Or Produced Identification: _____

Notary Public - State of: _____ Commission Expires: _____

>>>Failure to submit this form may disqualify your response<<<