

# Memorandum

MIAMI  
COUNTY

Date: March 2, 2010

To: Honorable Chairman Dennis C. Moss  
and Members, Board of County Commissioners

Agenda Item No. 8(0)(1)(H)

From: George M. Burgess, County Manager  
Harvey Ruvin, Clerk, Circuit and County Courts

Subject: Recommendation for Approval to Award Contract No. RFP8270A: Banking Services for Group A General

## RECOMMENDATION

It is recommended that the Board of County Commissioners approve award of a contract to provide banking services for the Finance Department.

CONTRACT NO: RFP8270A

CONTRACT TITLE: Banking Services for Group A General

DESCRIPTION: To provide banking services from a qualified financial institution for the Finance Department. There are five account groups/sub-groups for which banking services are required. This contract is for Group A General. Three contracts for the Clerk of Courts are being recommended for award under a separate agenda item. The remaining contract, Group C Special Accounts, is in negotiations.

TERM: Five years with five, one-year options to renew.

APPROVAL TO ADVERTISE: June 26, 2007

CONTRACT AMOUNTS: \$13.3 million in the form of earnings credits to the County for the initial five year period. If the five, one-year options-to-renew are exercised, the total contract value will be \$26.6 million.

The revenue generated into this account group, in its entirety, is projected to cover banking and credit card processing costs for the County. The revenue also covers "other banking related costs" such as check printing, e-checking, etc. estimated at approximately \$22,000 per month. These are costs from other vendors that are permitted, per federal banking regulations, to be paid via the credits earned on average monthly balances left on deposit at the bank.

USING AGENCY AND  
FUNDING SOURCE:

Department	Allocation Request	Funding Source
Finance	\$13,300,000	Earnings Credits to the County

**METHOD OF AWARD:**

Award to the recommended responsive, responsible vendors based on the evaluation criteria established in the solicitation. A full and open competitive Request for Proposals process was used. Vendors were permitted to propose for any or all of the account groups/sub-groups. Award is to be made to up to five selected vendors; one for each of the five account groups/sub-groups.

Account groups/sub-groups were organized into a priority order (1 through 5 as listed in the Background Section) with number 1 being the highest priority. Vendors were recommended for negotiations based on their ranking, and in the prioritized order. If the highest ranked proposer for a particular account group/sub-group was already recommended for a higher priority account group/sub-group, the next highest ranked proposer under consideration that was not already recommended would be recommended for negotiations.

**VENDORS RECOMMENDED  
FOR AWARD:**

<b>Vendor</b>	<b>Address</b>	<b>Principal</b>	<b>Award</b>
Wachovia Bank, N.A. (Non-local)	301 South College Street Charlotte, NC 28288	John Stumpf	Group A General

**PERFORMANCE DATA:**

There are no known performance issues.

**COMPLIANCE DATA:**

There are no known compliance issues.

**VENDORS NOT RECOMMENDED  
FOR AWARD:**

Bank of America, N.A.

**CONTRACT MEASURES:**

Pursuant to Administrative Order 3-41, Small Business Enterprise contract measures do not apply to revenue generating contracts.

**LIVING WAGE:**

The services being provided are not covered under the Living Wage Ordinance.

**USER ACCESS PROGRAM:**

The 2% User Access Program provision is not included as these are revenue generating (earning credits to the County) contracts.

**LOCAL PREFERENCE:**

Applied in accordance with applicable ordinance, but did not affect the outcome.

**PROJECT MANAGER:**

Graciela Cespedes, Finance Department

**ESTIMATED CONTRACT  
COMMENCEMENT DATE:**

Ten days after date adopted by the Board of County Commissioners, unless vetoed by the Mayor.

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DELEGATED AUTHORITY:

If this item is approved, the County Mayor or designee will have the authority to exercise, at County Mayor's or designee's discretion, subsequent options to renew and other extensions in accordance with the terms and conditions of the contract.

**BACKGROUND**

A solicitation was issued to obtain banking services for Miami-Dade County and the Clerk of Courts. The resulting contracts will immediately replace current banking service contracts which are in the fourth of five available one-year option to renew periods, and will expire on September 30, 2010. The current contracts will remain in place with sufficient time for a successful transition of the accounts and services to the replacement contracts. Some of the benefits achieved through the competitive process include improved rates, updated and improved scope of services, restructuring of Group B accounts into three sub-groups to meet Clerk's needs, and assurance that all recommended banks are members of the Federal Reserve System.

There were five account groups/sub-groups included in the solicitation for which banking services are required. The following is the list of account groups/sub-groups in their priority order.

1. Group A General

This group includes General Operating Account, Payroll and Emergency Payroll Accounts, and other County accounts.

2. Group B, Sub-Group B1 Clerk's Accounts

This sub-group includes the Fee Account, Central Depository Account, County Court Trust Account, County Recorder Account, Court Registry Accounts, Adjustment Account, and Jury Trust and Investigative Witness Accounts.

3. Group B, Sub-Group B2 Clerk's Accounts

This sub-group includes the Clerk's Trust Fund Account-County, Criminal Bond Account, Bail Bond Account, and Probation Registry Account.

4. Group B, Sub-Group B3 Clerk's Accounts

This sub-group includes the Clerk's Trust Fund Account – Circuit.

5. Group C Special

This group includes the Special Services Account, Miami-Dade Police Department General Account, and Risk Management Trust Fund Account.

This award recommendation is for Group A General. This award recommendation is consistent with the method of award in the solicitation. Wachovia Bank, N.A. was the highest ranked proposer and is recommended for award. The award recommendation for Sub-Groups B1, B-2, and B3 is being presented under a separate agenda item, as those contracts were ready for award earlier than this contract.

The following chart provides the ranking of proposers by account group/sub-group, in their prioritized order. The highlighted vendors for Group A and Sub-Groups B1, B-2, and B3 are the recommended vendors for award. The highlighted vendor for Group C, SunTrust Bank, Inc., is in negotiations for that group.

Order	Account Groups		Ranking of Proposers				
			1	2	3	4	5
1	Group A General Operating Account	Proposer	Wachovia Bank National Assoc.	Bank of America, N.A.			
		Score	553	402			
2	Sub- Group B1 Clerk's Accounts	Proposer	City National Bank	Wachovia Bank National Assoc.	SunTrust Bank, Inc.	TD Bank, N.A. (formerly Commerce Bank, N.A.)	Bank of America, N.A.
		Score	568	469	463	460	390
3	Sub- Group B2 Clerk's Accounts	Proposer	City National Bank	TD Bank, N.A. (formerly Commerce Bank, N.A.)	Wachovia Bank National Assoc.	SunTrust Bank, Inc.	Bank of America, N.A.
		Score	559	581	484	467	427
4	Sub- Group B3 Clerk's Accounts	Proposer	City National Bank	TD Bank, N.A. (formerly Commerce Bank, N.A.)	Wachovia Bank National Assoc.	Bank of America, N.A.	SunTrust Bank, Inc.
		Score	572	547	497	489	487
5	Group C Special Accounts	Proposer	Wachovia Bank National Assoc.		TD Bank, N.A. (formerly Commerce Bank, N.A.)	Bank of America, N.A.	
		Score	535		457	399	

Negotiations for the remaining contract, Group C, are ongoing and, pursuant to Section 2-11.1(t) of the Miami-Dade County Code, under the Cone of Silence. It is anticipated that award of the remaining account group will be presented to the Board in Spring 2010.

  
Assistant County Manager



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Dennis C. Moss  
and Members, Board of County Commissioners

**DATE:** March 2, 2010

**FROM:** R. A. Cuevas, Jr.  
County Attorney

**SUBJECT:** Agenda Item No. 8(O)(1)(H)

Please note any items checked.

\_\_\_\_\_ "3-Day Rule" for committees applicable if raised

\_\_\_\_\_ 6 weeks required between first reading and public hearing

\_\_\_\_\_ 4 weeks notification to municipal officials required prior to public hearing

\_\_\_\_\_ Decreases revenues or increases expenditures without balancing budget

\_\_\_\_\_ Budget required

\_\_\_\_\_ Statement of fiscal impact required

\_\_\_\_\_ Ordinance creating a new board requires detailed County Manager's report for public hearing

\_\_\_\_\_ No committee review

\_\_\_\_\_ Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_\_, 3/5's \_\_\_\_\_, unanimous \_\_\_\_\_) to approve

\_\_\_\_\_ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 8(O)(1)(H)  
3-2-10

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH WACHOVIA BANK, N.A. TO OBTAIN BANKING SERVICES FOR GROUP A GENERAL, AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT, FOR AND ON BEHALF OF MIAMI-DADE COUNTY, TO EXERCISE ANY CANCELLATION AND RENEWAL PROVISIONS, AND TO EXERCISE ALL OTHER RIGHTS CONTAINED THEREIN, AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO TAKE ALL ACTIONS NECESSARY TO ACCOMPLISH SAME AND TO EXECUTE ALL OTHER NECESSARY AGREEMENTS  
CONTRACT NO. RFP8270A

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board approves the selection of Wachovia Bank, N.A. in substantially the form attached hereto and made a part hereof, and authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County, and to exercise any cancellation and renewal provisions and any other rights contained therein, and to take all actions necessary to accomplish same and to execute all other necessary agreements.

The foregoing resolution was offered by Commissioner  
who moved its adoption. The motion was seconded by Commissioner  
and upon being put to a vote, the vote was as follows:

Dennis C. Moss, Chairman	
Jose "Pepe" Diaz, Vice-Chairman	
Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

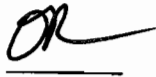
The Chairperson thereupon declared the resolution duly passed and adopted this  
2<sup>nd</sup> day of March, 2010. This resolution shall become effective ten (10) days after the  
date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective  
only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.



Oren Rosenthal

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**Banking Services  
for  
Group A Accounts**

**Contract No. RFP8270A**

THIS AGREEMENT made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ by and between Wachovia Bank, N.A., a National Association organized and existing under the laws of the United States of America, having an office at 200 South Biscayne Boulevard, 15<sup>th</sup> Floor, Miami, FL 33131 (hereinafter referred to as the "Contractor"), and Miami-Dade County (the "County"), having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

**WITNESSETH:**

WHEREAS, the Contractor has offered to provide Banking Services, that shall conform to the Scope of Services (Appendix A and Appendix B); Miami-Dade County's Request for Proposals (RFP) No. 8270 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated February 11, 2008, hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and,

WHEREAS, the County desires to procure from the Contractor such Banking Services for the County on a non-exclusive basis, in accordance with the terms and conditions of this Agreement;

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

**ARTICLE 1. DEFINITIONS**

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The word "Clerk" to mean an elected official pursuant to Article V of the Florida Constitution who serves in two capacities: Clerk of the Circuit and County Courts, and Clerk, Ex-Officio of the Board of County Commissioners. Under the first function, the Clerk provides support to the courts. His ex-officio functions include assisting the Board of County Commissioners in the duties of County Auditor, Custodian of Public Funds and County Recorder
- b) The words "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A and Appendix B), all other appendices hereto, RFP No. 8270 and all associated addenda and attachments, the Contractor's Proposal, and all other attachments hereto and all amendments issued hereto.
- c) The words "Contract Date" to mean the date on which this Agreement is effective.
- d) The words "Contract Manager" to mean Miami-Dade County's Director, Department of Procurement Management, or the duly authorized representative designated to manage the Contract.
- e) The word "Contractor" to mean Wachovia Bank, N.A. and its permitted successors and assigns.
- f) The word "County" to mean a political subdivision of the State of Florida.
- g) The word "Days" to mean Calendar Days.
- h) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.
- i) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.
- j) The words "Change Order" or "Extra Work" or "Additional Work" resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.
- k) The words "Project Manager" to mean the County Manager or the duly authorized representative designated to manage the Project.
- l) The words "Scope of Services" to mean the documents appended hereto as Appendix A and Appendix B, which details the work to be performed by the Contractor.
- m) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or

under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

- n) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

## **ARTICLE 2. ORDER OF PRECEDENCE**

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Appendix A and Appendix B) and Price Schedules (Appendices C, D and E), 3) any other Appendix (such as an agreement between the County, Contractor and a third party vendor for Merchant Processor Services or Safekeeping Services), 4) the Miami-Dade County's RFP No. 8270 and any associated addenda and attachments thereof, and 5) the Contractor's Proposal.

## **ARTICLE 3. RULES OF INTERPRETATION**

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

## **ARTICLE 4. NATURE OF THE AGREEMENT**

- a) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.
- b) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.
- c) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.
- d) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on

policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

- e) The County reserves the right to negotiate with the Contractor additions, deletions, changes, or clarifications to the provisions of this Agreement as may be necessitated by law or changed circumstances.

#### **ARTICLE 5. CONTRACT TERM**

The Contract shall become effective on the date indicated on the first page and shall be for the duration of five (5) years. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a period for five (5) additional years on a year-to-year basis. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners.

#### **ARTICLE 6. NOTICE REQUIREMENTS**

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

**(1) to the County Project Manager**

Miami-Dade County  
Finance Department  
111 N.W. 1<sup>st</sup> Street, 25<sup>th</sup> Floor  
Miami, FL 33128  
Attention: Graciela Cespedes, Deputy Finance Director  
Phone: (305) 375-5147  
Fax: (305) 375-5659

and,  
to the Contract Manager:

Miami-Dade County  
Department of Procurement Management  
111 N.W. 1<sup>st</sup> Street, Suite 1375  
Miami, FL 33128-1974  
Attention: Director  
Phone: (305) 375-5548  
Fax: (305) 375-2316

**(2) To the Contractor**

Wachovia Bank, N.A.  
Government & Institutional Banking  
200 South Biscayne Boulevard, 15<sup>th</sup> Floor  
Miami, FL 33131  
Attention: Lance Aylsworth, Vice President  
Phone: 305-789-4824  
Fax: 305-789-4809  
E-mail: lance.aylsworth@wachovia.com

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

**ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED**

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price of Services. The County will not directly compensate the Contractor for any Work and Services performed under this Contract, including all costs associated with such Work and Services. Such Services will be compensated with the earnings credits earned by the accounts as referenced in Appendix B, Scope of Services. The accounts will receive earnings credits on balances existing in the accounts, pursuant to Appendix C, Price Schedule.

All changes and/or modifications to this Contract shall be approved and executed in writing by the County and the Contractor. The County shall have no obligation to pay the Contractor any sum except for a change and/or modification to the Contract, or upon the following event. Whereas the County's analysis credits earned do not fully compensate the Contractor for all cumulative costs of Services, upon termination or expiration of the Contract, the amount outstanding will be due and payable to the Contractor immediately once invoiced or can be repaid over 180 days via analysis credits earned from County compensating balances remaining with the Contractor.

All Services undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

**ARTICLE 8. PRICING**

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof.

**ARTICLE 9. METHOD AND TIMES OF PAYMENT**

The Contractor will invoice the County monthly for Services. The price for such Services to be calculated in accordance with the Price Schedules attached hereto as Appendix C, Appendix D and Appendix E. After reviewing the invoice, the County will authorize the use of the earnings credits to pay the amount of the invoice. Remaining balances of the earnings credits will accrue to the benefit of the County to pay any fees including but not limited to charges for the use of credit cards or any other payments received or accepted via the internet and carry forward to

subsequent months, as a cumulative balance. Likewise, any deficit balances on the analysis credits will carry forward to subsequent months, as a cumulative balance.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade County  
Finance Department, Cash Management Division  
111 N.W. 1<sup>st</sup> Street, 26<sup>th</sup> Floor, #2610  
Miami, FL 33128  
Attention: Mariela Gomez

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

#### **ARTICLE 10. INDEMNIFICATION AND INSURANCE**

The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the negligent performance of the Contractor or its employees, agents, servants, partners principals or subcontractors relating to the performance of this Agreement. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

Upon County's notification, the Contractor shall furnish to the Department of Procurement Management, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
2. Public Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
4. Professional Liability Insurance in an amount not less than \$250,000 with a deductible per claim not to exceed ten percent (10%) of the limit of liability.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

**Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the County.**

**NOTE: MIAMI-DADE COUNTY CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.**

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after County notification to Contractor to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within twenty (20) calendar days after County notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the County.

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the Contract until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this Contract.

#### **ARTICLE 11. MANNER OF PERFORMANCE**

- a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County, which shall be made in writing (e-mail is acceptable) and which shall include the reasons for the request, and following failure of the Contractor to adequately address the issues raised to the County's satisfaction, the Contractor shall promptly remove from the project Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.
- c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

#### **ARTICLE 12. EMPLOYEES ARE THE RESPONSIBILITY OF THE CONTRACTOR**

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

#### **ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP**

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

#### **ARTICLE 14. AUTHORITY OF THE COUNTY'S PROJECT MANAGER**

- a) The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- d) In the event of such dispute, the parties to this Agreement authorize the County Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Manager within 10 days of the occurrence, event or act out of which the dispute arises.
- e) The County Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not

the County Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Manager is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Manager, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

**ARTICLE 15. MUTUAL OBLIGATIONS**

- a) This Agreement, including attachments and appendixes to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

**ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING**

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

**ARTICLE 17. AUDITS**

The County, or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to County Ordinance No. 03-2, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds of the County. The Contractor agrees to maintain an

accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

**ARTICLE 18. SUBSTITUTION OF PERSONNEL**

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

**ARTICLE 19. ASSIGNMENT**

- a) The Contractor and County acknowledge that the Contractor's parent company, Wachovia Corporation, merged with Wells Fargo & Company, with the surviving entity being Wells Fargo & Company. The Contractor and County further acknowledge that Wachovia Bank, N.A. will merge with and into Wells Fargo Bank, N.A. on March 20, 2010 and that thereafter Wells Fargo Bank, N.A. shall and does succeed to the obligation of Contractor by operation of law. Notwithstanding this acknowledgement, the Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof to any entity other than Wells Fargo Bank, N.A. without the prior written consent of the County.
- b) For Safekeeping Services and Merchant Processor Services, as described in Appendix B, Sections 1(J) and 12, respectively, while the Contractor is responsible for providing the services, the County and Contractor acknowledge that the Contractor may need to assign these Services to a third party vendor. Such assignment requires prior written consent of the County. Any separate agreement between the County and Contractor and/or a third party vendor for such services will be incorporated herein as an Appendix.

**ARTICLE 20. SUBCONTRACTUAL RELATIONS**

- a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.
- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.

- d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.
- e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County permitting the County to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event the County finds the Contractor in breach of its obligations, the option to pay the Subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

#### **ARTICLE 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS**

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

#### **ARTICLE 22. SEVERABILITY**

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

#### **ARTICLE 23. TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK**

- a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.
- b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

- c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor and in such event:

- d) The Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
- i. stop work on the date specified in the notice ("the Effective Termination Date");
  - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
  - iii. cancel orders;
  - iv. assign to the County and deliver to any location designated by the County any noncancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
  - v. take no action which will increase the amounts payable by the County under this Agreement; and
- e) In the event that the County exercises its right to terminate this Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:
- i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
  - ii. noncancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement but not incorporated in the Services.
- f) All compensation pursuant to this Article are subject to audit.

#### **ARTICLE 24. EVENT OF DEFAULT**

- a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:
- i. the Contractor has not delivered Deliverables on a timely basis.
  - ii. the Contractor has refused or failed, except in case for which an extension of time is

- provided, to supply enough properly skilled Staff Personnel;
- iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
  - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
  - v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
  - vi. the Contractor has failed to provide "adequate assurances" as required under subsection "b" below;
  - vii. the Contractor has failed in the representation of any warranties stated herein.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the time frame set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with terms of this Agreement. Until the County receives such assurances the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed time frame, the County may:
- i. treat such failure as a repudiation of this Agreement;
  - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- c) In the event the County shall terminate this Agreement for default, the County or its designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data, pertaining specifically to Work performed under this Agreement.

#### **ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE /TERMINATION**

If an Event of Default occurs, in the determination of the County, the County may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

**ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT**

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- a) lost revenues to the extent such lost revenues are a direct result of such default;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for procurement of Services, including procurement and administrative costs; and,
- c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default.

The County may also bring any suit or proceeding for specific performance or for an injunction.

**ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION**

- a) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.
- b) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.
- c) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- d) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.
- e) The Contractor shall not infringe any copyright, trademark, service mark, trade secrets,

patent rights, or other intellectual property rights in the performance of the Work.

**ARTICLE 28. CONFIDENTIALITY**

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.
- b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

**ARTICLE 29. PROPRIETARY INFORMATION**

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

The Contractor acknowledge that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the Contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

### **ARTICLE 30. PROPRIETARY RIGHTS**

- a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection of the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.
- b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, herein referred to as "Developed Works" shall become the property of the County.
- c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.
- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated

specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

Notwithstanding the forgoing or any other statement in this Agreement to the contrary, the County acknowledges that while the County will have the right to receive data and reports associated with the Services provided, the Contractor is a national bank and in the capacity of a national bank is providing deposit and cash management services for the County. Contractor therefore reserves all rights in all of Contractor's intellectual property used or otherwise made available or accessible to or provided to County in providing the services regardless of location or date of development, as such intellectual property exists as of the Effective Date of this Agreement and as such intellectual property grows, changes, and evolves in the future. Contractor's intellectual property includes, but is not limited to, systems, software and hardware. All intellectual property of Contractor is and shall remain Contractor's confidential information. Contractor shall not be required to take any action which would be in derogation of the rights Contractor has reserved to itself in such intellectual property or which would impair the value of such intellectual property.

## **ARTICLE 31. VENDOR REGISTRATION AND FORMS/CONFLICT OF INTEREST**

### **a) Vendor Registration**

The Contractor shall be a registered vendor with the County – Department of Procurement Management, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

- |   |  |
|---|--|
| 1. <b>Miami-Dade County Ownership Disclosure Affidavit</b><br>(Section 2-8.1 of the County Code)                    | (Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code) |
| 2. <b>Miami-Dade County Employment Disclosure Affidavit</b><br>(Section 2-8-1(d)(2) of the County Code)             | 8. <b>Miami-Dade County Family Leave Affidavit</b><br>(Article V of Chapter 11 of the County Code)                                   |
| 3. <b>Miami-Dade County Employment Drug-free Workplace Certification</b><br>(Section 2-8.1.2(b) of the County Code) | 9. <b>Miami-Dade County Living Wage Affidavit</b><br>(Section 2-8.9 of the County Code)  |
| 4. <b>Miami-Dade Disability and Nondiscrimination Affidavit</b><br>(Section 2-8.1.5 of the County Code)             | 10. <b>Miami-Dade County Domestic Leave and Reporting Affidavit</b><br>(Article 8, Section 11A-60 11A-67 of the County Code)         |
| 5. <b>Miami-Dade County Debarment Disclosure Affidavit</b><br>(Section 10.38 of the County Code)                    | 11. <b>Subcontracting Practices</b><br>(Ordinance 97-35)   |
| 6. <b>Miami-Dade County Vendor Obligation to County Affidavit</b><br>(Section 2-8.1 of the County Code)             | 12. <b>Subcontractor /Supplier Listing</b><br>(Section 2-8.8 of the County Code)   |
| 7. <b>Miami-Dade County Code of Business Ethics Affidavit</b>   | 13. <b>Environmentally Acceptable Packaging</b>  |

(Resolution R-738-92)

**14. W-9 and 8109 Forms**

(as required by the Internal Revenue Service)

- Tax reporting purposes
- To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records

**15. FEIN Number or Social Security Number**

In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- Identification of individual account records
- To make payments to individual/Contractor for goods and services provided to Miami-Dade County

**16. Office of the Inspector General**

(Section 2-1076 of the County Code)

**17. Small Business Enterprises**

The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.

**18. Antitrust Laws**

By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

**b) Conflict of Interest**

Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires that any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

**ARTICLE 32. INSPECTOR GENERAL REVIEWS****Independent Private Sector Inspector General Reviews**

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

**Miami-Dade County Inspector General Review**

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total Contract amount which cost shall be included in the total

Contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all Contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the Contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted Contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the Contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records. The Contractor reserves the right to charge Inspector General or IPSIG reasonable and customary fees for copies requested, to the extent such charges do not conflict with the applicable legislation.

### **ARTICLE 33. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS**

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and

regulations which may pertain to the Services required under this Agreement, including but not limited to:

- a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- b) Miami-Dade County Florida, Department of Business Development Participation Provisions, as applicable to this Contract.
- c) Environmental Protection Agency (EPA), as applicable to this Contract.
- d) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.
- e) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.
- f) Miami-Dade County Code Section 10-38 "Debarment".
- g) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.
- h) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

#### **ARTICLE 34. NONDISCRIMINATION**

During the performance of this Contract, Contractor agrees to: not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract with the County, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in

violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

#### **ARTICLE 35. CONFLICT OF INTEREST**

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
  - i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
  - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

#### **ARTICLE 36. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION**

Under no circumstances shall the Contractor without the express written consent of the County:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and
- c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

**ARTICLE 37. BANKRUPTCY**

The County reserves the right to terminate this Contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

**ARTICLE 38. GOVERNING LAW**

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida.

**ARTICLE 39. SURVIVAL**

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

**ARTICLE 40. OTHER PROVISIONS**

Earnings Credit balances or deficits remaining in County accounts from County Contract No. 212-A, #A will be carried over to this Contract at commencement of this Contract.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Contract Date herein above set forth.

Contractor

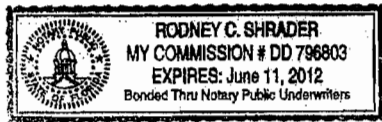
Miami-Dade County

By: *[Signature]*  
 Name: Lance Aylsworth  
 Title: Vice President  
 Date: 01/14/10  
 Attest: *[Signature]*  
 Corporate Secretary/Notary Public

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Attest: \_\_\_\_\_  
 Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form  
and legal sufficiency



Assistant County Attorney

## APPENDIX A - SCOPE OF SERVICES

### BANKING SERVICES

#### 1. INTRODUCTION

##### A. Background

Miami-Dade County, hereinafter referred to as the "County", and the Clerk of the Circuit and County Courts, hereinafter referred to as the "Clerk", issued Request for Proposals (RFP) 8270 to obtain the services of qualified financial institutions with headquarters or regional offices located within the territorial boundaries of the County, to provide non-exclusive banking services for the County's account groups and the Clerk's accounts' sub-groups.

***Appendix A provides requirements and details that apply to all the County and Clerk account groups and sub-groups, unless otherwise noted. Appendix B provides summary descriptions and specific requirements for the applicable account group or sub-group under this Contract.***

##### B. Objective

The objective is to contract for the best banking services for the County and the Clerk at the most advantageous cost. The account groups are as follows:

**Group A** General Operating Account (herein referred to as the "GOA"), Payroll and Emergency Payroll Accounts, and other related accounts. This Group contains multiple accounts.

**Group B** Clerk's Accounts. This Group contains multiple accounts divided into three Sub-Groups of accounts: **Sub-Group B1**, **Sub-Group B2**, and **Sub-Group B3**.

**Group C** Special Accounts. This Group contains the Special Services Account, Risk Management Account and Miami-Dade Police Department General Account.

##### C. Non-Exclusivity

Although this Contract satisfies the specific needs of the County and the Clerk, this Contract does not constitute the exclusive right of the Contractor to service all bank accounts. The County, its departments or agencies, and the Clerk, reserve the right individually, to establish demand deposit accounts or other banking services in other financial institutions and receive the same or different services from other financial institutions as deemed necessary to the County and the Clerk.

For those Banking Services described herein, and other ancillary services which may be required in the future, the County and the Clerk reserve the flexibility to pull out services listed herein and issue separate contracts at any time. Analysis Credits will be used to pay charges associated with these services.

##### IMPORTANT:

*Neither the County nor the Clerk authorize any County individual, agency or department to open a bank account or obtain any banking instrument for the County, the Clerk or any of their agencies without the expressed authorization of the Clerk, the Finance Director or designees.*

#### 2. QUALIFICATION REQUIREMENTS

##### A. Minimum Qualifications

The Contractor must maintain the following minimum qualifications throughout the duration of the Contract:

1. Be included on the current list of Qualified Public Depositories as designated by the Office of the State (Florida) Treasurer and as required by the Florida Security for Public Deposits Act, Chapter 280, Florida Statutes.
2. Be a member of the Federal Reserve System.
3. Have its headquarters or a regional office located within the territorial boundaries of Miami-Dade County, Florida.
4. Have, as a minimum, "Satisfactory" compliance for the most recent completed CRA (Community Reinvestment Act) evaluation report.
5. Additional requirements for Group A Accounts,
  - a. Be an originating depository financial institution authorized by the Federal Reserve to originate direct deposits for Accounts in Group A.
  - b. Be an approved depository by the Internal Revenue Service, able to provide same day funds transfer to the U.S. Treasury. (The County regularly deposits employment taxes as required by regulations of the Internal Revenue Code currently in effect.)

**B. Other Qualifications**

If the Contractor is providing Payment Card or Credit Card Processing Services, the Contractor should:

1. Be Payment Card Industry (PCI) compliant.
2. Have a Credit Card Processor that shall be PCI certified. (Note: This certification must be kept up annually.)

**3. SUMMARY DESCRIPTION AND SPECIFIC REQUIREMENTS**

General descriptions of the banking services required by the Clerk are provided per account and included herein as follows:

Appendix B    Scope of Services – Group A Accounts

The descriptions are detailed, but not meant to be all inclusive, as the Contractor shall perform all other services fundamental to providing the banking services. The County reserves the flexibility to revise, update and amend these services as necessary.

**4. OPTIONAL SERVICES**

The County or the Clerk may in the future need these services and reserves the right to request these services be provided by the Contractor.

**A. PURCHASING CARD (P-CARD) PROGRAM****1. Operating Requirements**

The following services shall be provided by the Contractor to designated, authorized County personnel who have the necessary authorization and security credentials. The Contractor shall also provide online training and manuals for the purchasing card program.

The Contractor shall provide to the County the ability to:

- i. Order cards, via a secured online system on a 24 hour/7 day a week basis.
- ii. Request, via an online system, the establishment of card groups and/or profiles with security blocks, based on merchant type and/or commodity type and set dollar thresholds, as needed.

- iii. Set-up online security to inquire, run reports, print statements for multiple users to specified groupings and/or cards.
- iv. Charge purchases online by authorized County users to various chart-of-account fields to work with FAMIS, the County's current General Ledger and any future General Ledger the County might use.
  - a. A minimum of three levels of approval path needed for cardholders, managers and/or accountants to charge.
  - b. Shall provide ability for County to electronically upload multiple new chart-of-accounts fields when needed for validation purposes.
- v. Perform real-time one-time or permanent overrides, with proper security, to group settings for immediate response to emergencies situations for one-time overrides with the capability to see the blocked reason online.
- vi. Reconcile statements online.
- vii. Attach receipts in an Electronic Data Imaging format.
- viii. Issue automated email confirmations to multiple users of all changes to and creation of cards and users.
- ix. Summarize transaction details to download and save in County's servers.
- x. Electronically interface transactions to the County's Accounts Payable system.
- xi. Establish different levels of access (program administrator, security administrator, auditor, report generator, cardholders, managers, and/or accountants) and security capabilities to ensure separation of duties.
- xii. Provide a log of all users, including the system and card administrator.

## **2. Reporting Requirements**

The Contractor shall provide:

1. Online standard reports in Excel, PDF, and CSV formats.
2. Online the ability to create custom reporting in Excel, PDF, and CSV formats.
3. Systematic audit reports to track any changes made to the card program, cards, groupings, user names; to include, name of individual making changes, date time, etc. These reports and data shall not be suppressed and shall be routed to designated authorized County personnel only.
4. Dashboard reporting for management analysis and auditing purposes.
5. The ability to identify minority vendors and report on them.
6. Detail information on vendors paid for 1099 reporting.

## **3. Technical Requirements (web security)**

The Contractor shall provide:

1. An update list of all of the security features offered by the Contractor.
2. SSL connectivity, data encryption and a web-secure site.
3. Secure FTP for data download and upload.
4. Compliance with PCI standards.

## **B. AD VALOREM TAX PAYMENTS AT THE BRANCHES**

The Contractor shall accept Ad Valorem Tax payments from individuals, on behalf of the County, at the teller level, at all the Contractor's branches and through the Contractor's ATMs.

## **C. ELECTRONIC RECONCILIATION OF SAFE-KEEPING**

The Contractor shall provide electronic reconciliation of safe-keeping on a monthly basis. The County shall transmit investment purchases from Bloomberg Trading System to the Contractor's safe-keeper.

## **D. TEST ENVIRONMENT**

The Contractor shall provide a test environment in order for the County or the Clerk to test various services (i.e., payee match).

## **E. CONVENIENCE FEES**

The Contractor shall assess convenience fees to card users (consumers) to offset the cost of card acceptance by the County or the Clerk. Assessment of the fee occurs at the time of the transaction. Individual County or Clerk departments, based on their individual requirements, shall determine whether or not to pass on the card transaction convenience fee to the cardholder.

**F. AUTOMATIC TELLER MACHINES**

The Contractor shall install, operate, maintain and manage automatic teller machines in selected County-owned buildings.

**G. MORATORIUMS**

The County or Clerk may require moratoriums on changes or upgrades to various systems throughout the County which may impact online payment systems during certain periods of the year (such as during tax season). The Contractor shall accept these moratoriums and avoid any maintenance, upgrades, etc., during such periods. The County and/or Clerk shall provide moratorium schedules in advance.

**H. LOCKBOXES**

Explore alternative lockbox services outside this contract. The County reserves the right to remove or change lock box services and locations.

**APPENDIX B – SCOPE OF SERVICES****GROUP A ACCOUNTS – GENERAL OPERATING ACCOUNT**

Below are summary descriptions and required services for the various accounts included as part of the Group A Accounts. The County reserves the right to revise, update and amend such services as necessary throughout the duration of the Contract.

The Contractor shall provide banking services including, but not limited to, the services summarized below. This is only a summary and any other related services necessary to complete the services below, or those services fundamental to banking, shall be considered part of these services.

**GROUP A Accounts - General Operating Account, Payroll, Other Accounts and Merchant Processor Services****1. GENERAL OPERATING ACCOUNT (GOA)****A. Summary Description**

1. On a monthly basis, approximately 102,000 checks are deposited and 12,600 checks are disbursed, with over 3,000 outgoing ACH Transmissions.
2. The heaviest deposit activity occurs between November 1 through March 31 due to the collection of ad valorem taxes, personal property taxes, fees, and other collections. Deposits may be made directly to the Contractor or any of its branches by assigned staff from any of the 300 County locations. Deposits picked up by armored carrier are taken to the Contractor's Money Center. The County currently uses Dunbar Armored for this service, under a separate contract.
3. Lockbox funds are deposited into the account.
4. Excess funds are invested in accordance with the County's Investment Policy.
5. Substantially, all unrestricted funds collected by the County and all disbursements flow through the account.
6. Miami-Dade Transit (MDT) collects and deposits approximately \$200,000 in coins, currency and checks daily from bus and rail operations.
7. ETSD provides to the Contractor:
  - a. Daily transmission of checks issued via Positive Pay file transmission.
  - b. Report of bulk stop payment transactions on a yearly basis.

**B. Miscellaneous Requirements**

The Contractor shall:

1. Cash without charge all petty cash checks presented by employees furnishing proper identification.
2. Provide to the County a toll free number to initiate federal and state tax payments for selected small businesses. (The County deposits Payroll taxes for Community Development Block Grants (CDBG) agencies. The County is currently using E.F.T.P.S. (Electronic Filing and Tax Payment Service) through a financial institution that allows the County to pay federal and state taxes for small businesses, 24 hours/7 days a week.)
3. Provide to ETSD:
  - a. Daily automated (FTP) transmission of checks paid.

- b. Daily transmission of the previous day's bank statement, including deposits received transactions.
- c. Acknowledgement receipt/sent of each transmission, as all transmissions are done via secure FTP to/from the County's mainframe systems and the Contractor.
- d. Monthly reconciliation files including, but not limited to, cleared checks, outstanding checks, stop and voided checks.

### C. Reporting Requirements

The Contractor shall fulfill the necessary reporting requirements of the County's Finance Department in sufficient detail to enable staff to reconcile the accounts in a timely manner. Reports shall be provided online and on hard copy.

The Contractor shall provide:

1. Daily bank statements which shall include:
  - a. Detail of account activity.
  - b. Deposits, ACH transfers in and out; wire transfers in and out.
  - c. Checks paid.
  - d. Any charge and/or adjustment not initiated by the County.
  - e. Every entry on the bank statements and/or reports shall have a unique sequence number. For example, all:
    - i. Wires and ACH transfers shall have a tracer number.
    - ii. Investments debits or credits shall have a CUSIP number.
    - iii. Lockbox adjustments returned to the County for processing shall contain the lockbox identifier.
    - iv. ZBA and Internal transfers shall have the corresponding account number they are debiting or crediting.
    - v. Deposits shall be bar-coded with the location number shown on the deposit ticket as well as a unique sequence number.
    - vi. Supporting debit and credit vouchers.
  - f. The statement cutoff shall be the close of business each day (EST).
2. Images the front and back sides of cleared checks. Images shall be provided online and on CD-ROM.

### D. Treasury Management Services

The Contractor shall:

1. Provide secure online business services through the Internet that shall provide the County access to the bank accounts' information. The access shall allow the County to initiate and view transactions processed. This service shall have the ability for authorized County personnel to:
  - a. Input stop payments and obtain confirmation of acceptance by Contractor.
  - b. Inquire on bank account data and transaction history, including, but not limited to, stop payments, check clearing, ACH transfers with addendum, internal transfers, incoming and outgoing wire transfers; obtain lockbox information and enable bank account information downloads.
  - c. View online opening balances and previous day debits and credits by 8:00 a.m. (EST) each business day.
2. Have a system that shall accept Positive Pay inquiries for daily "pay" or "no pay" decisions, and allow for manual check updates for those accounts on Positive Pay by 2:00 p.m. (EST).
3. Provide a system with the capacity to accommodate transactions in excess of one hundred million dollars for this account.

4. Provide the County with the necessary access to the Contractor's balance reporting website or provide the necessary software/hardware and installation to connect to the Contractor's balance reporting system.
5. Have the capability to handle wire transfers by fax.

**E. Positive Pay**

The County shall provide the Contractor with single or multiple daily transmissions of checks issued with the check number, payee name, date issued and dollar amount of each check. Only those checks that match the transmitted information are to be paid unless otherwise authorized by the County.

The Contractor shall:

1. Place the check issued information online to enable the Contractor's tellers to verify the check number, the name of payee, and the amount to be paid before honoring any check.
2. Match each check issued to each paid item daily, for which the County shall be notified of mismatched items online and by phone.
  - a. The Contractor shall not honor any mismatched checks unless the County positively responds to the Contractor by 2:00 p.m. (EST).
3. Receive from the Finance Department multiple transmissions of checks issued during the day. The last transmission shall be in place by 5:00 a.m. local time. The Contractor shall accept and apply the information to their system and distribute it to their tellers and operations the same business day.
4. Match each check presented for payment against the daily check issued files transmitted to the Contractor.
  - a. Exceptions are rejected and listed in an exception report to be available online to the County by 10:00 a.m. (EST) each business day.

**F. Reconciliation**

For each reconciliation period, the following shall be the manner in which the applicable reconciliation services shall be performed:

The County shall provide, in the form of a daily transmission, to the Contractor:

1. Information on checks issued.
2. Information on checks that were voided or cancelled.
3. Daily updates of the "Check Issued File" to be matched against the "Check Paid File."

The Contractor shall provide to the Finance Department's Bank Reconciliation Unit:

1. A daily electronic consolidated reconciliation report listing paid checks.
2. A daily electronic reconciliation of deposits for this account.
3. A monthly summary reconciliation paper and electronic report, for the specified period for each account, with the following updated information for the specific period:
  - a. All checks issued in numerical sequence, which shall include the date the check was issued, payee's name and amount.
  - b. All checks paid from the "Check Issued File" in numerical sequence, which shall include the date the check was issued, payee's name, amount paid and date paid.
  - c. All outstanding checks in numerical sequence, which shall include the date the check was issued, payee's name, and amount.

- d. All checks deleted in numerical sequence, which shall include the date the check was issued, payee's name, amount, and date the check was deleted.
  - e. All checks paid but not listed in the "Check Issued File" in numerical sequence, and shall include the date the check was issued, payee's name, amount paid, and date paid.
  - f. All stop payments, which shall include the check number, the date the check was issued, payee's name, amount paid and date of stop payment.
  - g. All charges other than checks paid, which shall include name of authorizing Bank officer, date paid, payee, description, amount paid, and sequence order.
  - h. All regular deposits (those which are made with a deposit slip), which shall include date of deposit, amount deposited, deposit location and sequence order.
  - i. All deposits other than regular deposits (those which are not made with a deposit slip), which shall include date of deposit, amount deposited and source of deposit.
  - j. Any other pertinent information, which shall include date of occurrence, source or payee, description, amount, and unique sequence number.
4. All debit and credit advices within 48 hours by mail.
  5. On an annual basis, an automatic updating of the outstanding check file after matching the County's transmission list of stale date checks that will be sent to the State. All bank accounts will have an annual update (elimination) of stale checks whose funds are transferred to the State.

#### **G. Deposits**

For deposits, the following shall be the manner in which the services shall be performed:

1. From the County, the Contractor shall receive an original and one copy (pink) of each deposit slip:
  - a. Originals are validated and returned to the Finance Department with the bank statement by courier within 48 hours.
  - b. The pink copy is validated and returned by mail to the depositing County facility.
2. Deposit slips shall be MICR encoded with the County's unique four-digit identifier so that each deposit is associated with a particular County department or agency.
3. Returned checks shall be identified with the County's unique four-digit identifier for association with the County department or agency name.
4. Checks returned for insufficient or uncollected funds shall be automatically presented two (2) times before they are returned to the County, unless otherwise requested.
5. All checks deposited shall be Good Funds on the next business day, with the exception of U.S. Government checks and checks drawn on the Contractor, which shall be Good Funds immediately upon deposit. All fund transfers (wire transfers) shall be Good Funds immediately upon deposit. This service shall be at no additional cost to the County.
6. The County shall be notified electronically, within 48 hours, of deposit discrepancies over a designated amount, to be determined by the Finance Director, or assigned designee.
7. All foreign checks shall **not** be processed by the Contractor for Group A accounts and shall be returned to the County for further instructions.

#### **H. Check Imaging**

The County requires all checks paid or rejected to be imaged by the Contractor on CD-ROMs on a monthly basis. The Contractor shall:

1. Image the front and back sides of all checks paid in numerical sequence.
2. Send the CD-ROM to the County via mail or courier on a monthly basis.
3. Provide the necessary software for retrieval and printing, and for online viewing of the original check images.

4. Destroy the checks within 10 days of safekeeping by the Contractor. Checks imaged should be safe-kept for a period of seven (7) years.

#### **I. Lockbox Service**

The County currently has six Lockboxes operated by various County departments. These are:

1. Tax Collector's Real and Personal Property Taxes.
2. Department of Environmental Resources Management (DERM) Storm Water Utility Fees.
3. Department of Environmental Resources Management (DERM) #2.
4. Miami-Dade Fire and Rescue Emergency Medical Services Billing.
5. Miami-Dade Water & Sewer Department.
6. Miami-Dade Housing Surtax Program.

Additional departments may be added by the County at future dates as necessary. The County reserves the right to remove Lockbox locations.

#### **J. Safekeeping Services**

The County buys and sells investments from numerous financial institutions, brokers and dealers. Each seller shall deliver securities to the County's Contractor for safekeeping for the County. The County currently has a Securities Lending Program with a designated provider. Said provider performs all securities lending administration functions in-house (i.e., loan pricing, marking to market, corporate actions, collections). Therefore, the County expects that any charges for third party securities lending support shall be reflective of the rate charged for normal portfolio transactions (e.g., the cost of processing a loan receive/deliver should be the same as a portfolio FRB/DTC purchase/sale). SWIFT messaging, the standard for communication between banks, is required.

The Contractor, as custodian, shall:

1. Provide online access to view all safekeeping transactions.
2. Not release monies on investment purchases until the security has been safe-kept; and conversely, on investment sales, securities shall not be released until monies have been received
3. Provide a fax notification for called agency securities.
4. Provide online access to the County to view maturities and purchases.
5. Issue a monthly statement to the County listing all securities held by the Contractor.
6. Through the Contractor's custodian:
  - a. Provide the County's Agency Lending Bank with SWIFT messages for holdings (MT535) and transactions (MT537).
  - b. Track and report securities out on loan on a daily basis, with online viewing by the County.
  - c. Deliver securities upon receipt of properly formatted trade instructions within the timeframe negotiated between the custodian and lending agent.
  - d. Advise lending agent of corporate action elections.
7. Not have exclusive rights to safekeeping services and the County may establish separate safekeeping accounts and contracts as deemed in the best interest of the County.

#### **K. Stale Checks**

The Contractor shall:

1. Not process stale checks (those tendered over 180 days) unless updated and released by the County.

2. Process bulk stop payment electronic files of checks deemed to be unclaimed funds.
3. Remove checks from the Contractor's "Outstanding Check File". This update shall be done once a year at the County's direction.

**L. Account Analysis**

The Contractor shall:

1. On a monthly basis, create an Account Analysis Statement (billing) for services rendered for this account and provide to the County.
2. Carry forward any excess Earnings Credits to the next month, as a cumulative figure for the term of the contract.
3. Permit any excess Earnings Credits accumulated by the County to be used by the County to pay for banking related obligations of the County.
4. For computation of Earnings Credit Rate, see Appendix C, Price Schedule.

**M. Staffing Requirements**

The Contractor shall:

1. Maintain sufficient staff to support the required services at all times, without interruption, due to personnel turnover, vacations, illness or other internal disruptions.
2. Provide listing of direct contact names, e-mail addresses, and phone numbers for all units interacting with County.
3. Update and provide to the County current contact names as changes occur.
4. Provide in advance to the County a list of the Contractor's main contacts in case of an emergency.

**N. ACH and Wire Transfers**

The County sets ACH block on these accounts. The County shall provide electronic ACH file transmissions to the Contractor one or multiple times a day.

The Contractor shall:

1. Provide the County ACH tracking numbers for ACH transactions coming into the accounts.
2. Have the capability to handle wire transfers by fax.
3. Provide electronic commerce EDI services remittance/payment advice by e-mail to the Cash Management Division.
4. Notify via e-mail the Bank Reconciliation Unit and the Account Payable Unit when an automated credit return settlement item is posted to the GOA.

**O. Change Processing**

The Contractor shall provide a secure process for the County to order change (coins) from the Contractor to be delivered by the contracted armored carrier to the location requesting the change.

The change requirements are: (County change requirements are subject to change in the future.)

1. Daily: Coin delivery to each County facility listed below:
  - a. Public Works - Venetian Causeway \$ 500.00
  - b. Public Works - Rickenbacker Causeway \$ 1,500.00
  - c. Parks & Recreation - Public Facilities Management \$ 300.00

- d. Parks & Recreation - Metro Zoo \$ 1,500.00
- 2. Two times per month: \$20,000.00 in \$1 Susan B. Anthony coins for Miami-Dade Transit (MDT).

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**P. Current and Future GOA Data Transmission To and From the Contractor**

Below is a table detailing the file transfer frequency of the GOA:

Account	File Type	Transmission Type	File Direction	Job Frequency	Record Layout
GOA File Transmissions	Daily Positive Pay	Secure FTP - SSL	Transferred to Bank	<u>Currently:</u> Daily during business days at 6:05 p.m.  <u>New:</u> (Approximately Mid FY08) Multiple times a day w/first transmission by 5:00 a.m. of the same business day	Supplied
	Daily Cleared Checks	Secure FTP - SSL	Picked up from Bank	Daily during business days 8:00 a.m.	Supplied
	Monthly Account Reconciliation	Secure FTP - SSL	Picked up from Bank	Monthly around the 5 <sup>th</sup> - 7 <sup>th</sup> of ea. month	Supplied
	ACH Direct Deposit	Secure FTP	Transferred to Bank	Daily during business days; between 1:00 p.m. and 5:30 p.m.	Supplied
	BAI File including deposit transactions	Secure FTP	Picked up from Bank; deposit transactions extracted for further processing	Daily 8:00 a.m.	Supplied
	Stop Payments	Secure FTP	Transferred to Bank	On Request	Supplied
	Stop Payments Confirmation from bank	Secure FTP	Picked up from Bank	In response to our transmissions	Supplied

**Q. Emergency Contingency**

The Contractor shall deliver specified amounts of cash through a secure process by armored courier to predefined locations at the County's request prior to an anticipated emergency (i.e., a hurricane).

**2. PAYROLL AND EMERGENCY PAYROLL ACCOUNTS****A. Summary Description**

1. The County issues payroll every other Friday.
2. The account averages approximately 30,000 direct deposit transactions and about 3,000 checks on a bi-weekly basis.
3. The account is funded by transfers from the GOA every other week for settlement on Fridays.
4. The Emergency Payroll Account issues about 650 checks a month for employees.
5. The County shall provide the Contractor with the following updated information for each pay period:
  - a. Bi-weekly electronic transmission (ACH) of direct deposits and payroll disbursements.

- b. Single or multiple daily transmissions of checks issued, cancelled or voided via Positive Pay file(s).
6. Yearly bulk-stop payment transmission to remove the stale date checks which are sent to the State from the outstanding checks list.

**B. Miscellaneous Requirements**

The Contractor shall:

1. Provide free checking accounts for all County employees who direct deposit their payroll to the Contractor.
2. For all checks issued from the Payroll/Payroll Emergency Accounts, have immediate cash availability. Once the Positive Pay file is transmitted to the Contractor:
  - a. All checks included in the Positive Pay file can be paid upon being presented.
  - b. Checks included in Positive Pay can be cashed by employees presenting proper identification and free of charge.
3. Provide bi-weekly bank statements and reconciliation to the County's Bank Reconciliation Unit of the Finance Department. For the purpose of generating the bi-weekly bank statements, the County shall provide the cutoff dates to the Contractor at the beginning of the contract and at the end of each calendar year. The Contractor shall provide the bi-weekly bank statements at the close of business every other Thursday before payday, with delivery of statements and reconciliation by the following Thursday to the Bank Reconciliation Unit via mail. This information shall also be available online.
4. Provide to the Bank Reconciliation Unit bi-weekly CD-ROMs with images of paid checks, front and back sides, in check sequence order, to reflect the information provided on the bi-weekly bank statements via mail by the 15<sup>th</sup> and 30<sup>th</sup> day of the month.
5. Daily transmission to ETSD from the Contractor of paid checks.
6. Bulk stop payment transactions processing as requested.
7. Acknowledge receipt through e-mail of each transmission sent by the County, as all transmissions are done via secure FTP (to/from) County's mainframe systems and the Contractor. Files sent by the Contractor to the County shall have a sent total summary.
  - a. Notification from Contractor when Files are ready for the County to retrieve.
8. Provide detailed bi-weekly bank statements for each account. These detailed bank statements shall include all supporting debit and credit vouchers.

**C. Reporting Requirements**

The Contractor shall fulfill the necessary reporting requirements of the County in sufficient detail to enable staff to reconcile the accounts in a timely manner. Reports shall be provided online and on hard copy. Cleared checks shall be provided on a CD-ROM and online.

The Bank Statements shall include:

1. Detail of account activity.
2. Detail on deposits and ACH transfers.
3. Checks paid.
4. Any charge and/or adjustment not initiated by the County.
5. A unique sequence number on every entry on the bank statements and/or reports.

**D. Treasury Management Services**

The Contractor shall:

1. Provide secure online business services through the Internet that shall provide the County access to the bank account information. The access shall allow the County to initiate and view transactions processed. This service shall have the capability for authorized County personnel to:
  - a. Input stop payments, outgoing wire transfers, ACH transfers with addendum, internal transfers, and enable bank account information downloads.
  - b. Inquire on bank account data and transaction history, including, but not limited to stop payments, check clearing, ACH transfers with addendum, internal transfers, incoming and outgoing wire transfers, and lockbox information.
  - c. View opening balances and prior day debits and credits by 8:00 a.m. (EST) each business day.
2. Have a system that shall accept Positive Pay inquiries for daily "pay" or "no pay" decisions, and allow for manual check updates through multiple daily transmissions.
3. Provide the County with the necessary access to the Contractor's balance reporting website or provide the necessary software/hardware and installation to connect to the Contractor's balance reporting system.
4. Have the ability to handle wire transfers by fax.

**E. Positive Pay**

The County shall provide the Contractor with single or multiple daily transmissions of checks issued with the check number, payee name, date issued and dollar amount of each check. Only those checks that match the transmitted information shall be paid unless otherwise authorized by the County.

The Contractor shall:

1. Place the checks issued information online to enable the Contractor's tellers to verify the check number, the name of payee, and the amount to be paid before honoring any check.
2. Match each check issued to each paid item daily.
3. Notify the County of mismatched items online.
4. Not honor any mismatched checks unless the County submits approval to the Contractor by 2:00 p.m. (EST)
5. Match each check presented for payment against the daily check issued file transmitted to the Contractor.
  - a. Exceptions are rejected and listed in an exception report to be accessed online by the County by 10:00 a.m. (EST) each business day.
  - b. The Contractor shall dishonor any exceptions unless the County authorizes payment to the Contractor by 2:00 p.m. (EST).
7. Accept multiple transmissions during the day and apply the information to the Contractor's system and distribute it to the Contractor's tellers that same business day.
8. Provide for the County to be able to transmit to the Contractor the last transmission up to 5:00 a.m. local time and have such information updated on that same business day.

**F. Reconciliation**

The Contractor shall perform and provide to the County a bi-weekly reconciliation of these accounts. For each reconciliation period, the following shall be the manner in which the applicable reconciliation services shall be performed:

The County shall provide, in the form of electronic media, to the Contractor:

1. Information on checks issued.

2. Listing of checks to be added to the information on checks issued.
3. Listing of checks to be deleted from the information on checks issued.
4. Listing of checks to be deleted from the "Outstanding Check File" (listings may be in the form of written documents, faxes or electronic media).

The Contractor shall:

1. Update the "Check Issued File", and then match the updated "Check Issued File" against the "Check Paid File" and generate a consolidated reconciliation report of checks paid and outstanding checks.
2. Provide to the County a bi-weekly summary reconciliation, with the following updated information:
  - a. All checks issued in numerical sequence, which shall include the date the check was issued, payee's name, amount, and check sequence number.
  - b. All checks paid from the "Check Issued File" in numerical sequence, which shall include the date the check was issued, payee's name, amount paid, date paid, and sequence number.
  - c. All outstanding checks in numerical sequence, which shall include the date the check was issued, payee's name, and amount.
  - d. All checks deleted in numerical sequence, which shall include the date the check was issued, payee's name, amount, and date the check was voided.
  - e. All checks paid, but not listed in the "Check Issued File", in numerical sequence, and shall include the date the check was issued, payee's name, amount paid, date paid, and the individual's name authorizing payment and the date authorized.
  - f. All stop payments, which shall include the date the check was issued, payee's name, amount paid, date of stop payment and sequence number.
  - g. All charges other than checks paid, which shall include date paid, payee, description, amount paid, and sequence order.
  - h. All regular deposits (those made with a deposit slip), which shall include date of deposit, amount deposited, deposit location and date and sequence order.
  - i. Automatic updating of outstanding checks by Contractor files with transmission list of stale checks sent to the State once a year.
3. Return all debit and credit advices with bank statements.

#### **G. Deposits**

For deposits, the Contractor shall perform the following services:

1. Deposit slips shall be MICR encoded with the County's unique four-digit identifier so that each deposit is associated with a particular County department or agency.
2. Checks returned for insufficient or uncollected funds shall be automatically presented two (2) times before they are returned to the County unless, otherwise requested.
3. All checks deposited shall be Good Funds on the next business day, with the exception of U.S. Government checks and checks drawn on the Contractor, which shall be Good Funds immediately upon deposit. All fund transfers (wire transfers) shall be Good Funds immediately upon deposit. This service shall be at no additional cost to the County.
4. All foreign checks shall not be processed by the Contractor for Group A and shall be returned to the County for further instructions.

**H. Check Imaging**

The Contractor shall:

1. On a bi-weekly basis:
  - a. Image the front and back sides of all checks paid by the Contractor on a CD-ROM in numerical sequence.
  - b. Send the CD-ROM to the County via mail or courier service.
2. Provide the necessary software for retrieval and online viewing and printing of the original check images.
3. Destroy the checks after a period of safekeeping by the Contractor. Checks imaged should be safe-kept according to federally mandated records retention guidelines.

**I. Safekeeping Services**

These accounts do not require Safekeeping Services.

**J. Stale Checks**

The Contractor shall:

1. Not process stale checks (those payroll checks tendered over 90 days), unless updated and released by the County.
2. Process bulk stop payment electronic files of checks deemed to be unclaimed funds.
3. Remove stale checks from the Contractor's "Outstanding Check File." This update shall be done once a year at the County's direction. A yearly transmission of unclaimed funds is sent by the County to the State

**K. Account Analysis**

The Contractor shall:

1. On a monthly basis, create an Account Analysis Statement (billing) for services rendered for this account and provide to the County.
2. Carry forward any excess Earnings Credits to the next month, as a cumulative figure for the term of the contract.
3. Permit any excess Earnings Credits accumulated by the County to be used by the County to pay for banking related obligations of the County.
4. For computation of Earnings Credit Rate, see Appendix C, Price Schedule.

**L. Staffing Requirements**

The Contractor shall:

1. Maintain sufficient staff to support the required services at all times, without interruption, due to personnel turnover, vacations, illness or other internal disruptions.
2. Provide listing of direct contact names, e-mail addresses, and phone numbers for all units interacting with County.
3. Update and provide to the County current contact names as changes occur.
4. Provide in advance to the County a list of the Contractor's main contacts in case of an emergency.

**M. ACH and Wire Transfers**

The County sets ACH block on these accounts. No wire transfers are made from this account.

The Contractor shall notify via email both the Bank Reconciliation and the Payroll Units when an automated credit return settlement item is posted in this account.

**N. Regular and Emergency Payroll Accounts' Data Transmission to and from the Contractor**

Below is a table detailing the file transfer frequency on the Payroll and Emergency Payroll Accounts:

Account	File Type	Transmission Type	File Direction	Job Frequency	Record Layout
<b>Regular Payroll Account</b>	Biweekly Direct Deposit ACH	Secure FTP-SSL	Transferred to Bank	Biweekly Payroll Night Cycle	Supplied
	Biweekly Positive Pay	Secure FTP-SSL	Transferred to Bank	Biweekly Payroll Night Cycle	Supplied
	Daily Positive Pay	Secure FTP-SSL	Transferred to Bank	Daily Payroll Cycle	Supplied
	Biweekly Recon File	Secure FTP-SSL	Picked up from Bank	Biweekly Non-Payroll Friday 8:00 a.m.	Supplied
	Daily Paid File	Secure FTP-SSL	Picked up from Bank	Daily during bus. days at 8:30 a.m.	Supplied
	Stop Payments	Secure FTP	Transferred to Bank	On Request – usually once or twice a year	Supplied
	Stop Payments Confirmation from bank	Secure FTP	Picked up from Bank	In response to our transmissions	Supplied
<b>Emergency Payroll Account</b>	Daily Positive Pay	Secure FTP-SSL	Transferred to Bank	Daily during bus. days at: 10:30 a.m., 1:30 p.m., 4:30 p.m., and 8:00 p.m.	Supplied
	Daily Paid File	Secure FTP-SSL	Picked up from Bank	Daily 8:30 a.m.	Supplied
	Biweekly Recon File	Secure FTP-SSL	Picked up from Bank	Biweekly Non-Payroll Friday 8:00 a.m.	Supplied
	Stop Payments	Secure FTP	Transferred to Bank	On Request – usually once or twice a year	Supplied
	Stop Payments Confirmation from bank	Secure FTP	Picked up from Bank	In response to our transmissions	Supplied

**O. Emergency Contingency**

Contractor may be requested to provide branch offices enabled with generators to provide banking service to County employees to cash payroll checks in the event of power outages.

**3. MIAMI-DADE WATER & SEWER DEPARTMENT (MDWASD) POOLED CASH FUND ACCOUNT****A. Summary Description**

1. The account involves monthly processing of approximately 36,000 check deposits, \$1,500,000 in cash deposits and 2,000 check disbursements.

2. Lockbox funds are deposited in the account.
3. The Contractor shall receive MDWASD deposits daily, except on weekends and holidays, no later than 7:30 p.m. (EST).

**B. Miscellaneous Requirements**

The Contractor shall:

1. Credit to the account, on the same day of the deposit, deposits received by 4:00 p.m. from the County.
2. Receive an original and copy of each deposit slip daily from MDWASD. The original is validated and returned by the next business day via mail or courier to MDWASD together with the daily bank statement. The copy is validated and delivered to MDWASD the next business day.
3. Provide the following to the corresponding Bank Reconciliation Unit via courier, unless otherwise specified:
  - a. Electronic transmission to ETSD each business day morning before 8:00 a.m. (EST) listing the checks paid and any activity posted the previous day.
  - b. Daily detailed bank statement listing the checks paid, together with all supporting debit and credit memoranda.
  - c. Daily reconciled listing of charges other than checks paid on a daily basis.
  - d. Monthly spreadsheet of all credits for the month, including sequence numbers if available, within a week after the end of the month in the same format as the bank statement.
  - e. Investment Safe-keeping (The investment portfolio consists of approximately \$700 million, with approximately 800 investment transactions made annually through numerous banks and dealers).
  - f. Monthly bank statements, reconciliation and Positive Pay listing. These are required for the account within a week after the end of the month in the same format as the bank statement.
  - g. For Positive Pay listing, an e-mail on a daily basis if there are pending items.

**4. MIAMI-DADE COUNTY HOUSING AGENCY (MDHA) GENERAL OPERATING ACCOUNT****A. Summary Description**

1. On a monthly basis, this account averages 100 ACH deposits from operating subsidies, repair requisitions and vouchers from the U.S. Department of Housing and Urban Development and the State of Florida.
2. Approximately 12,000 checks are deposited monthly from tenants and non-dwelling renters (these include rent checks received from beauty parlors and grocery stores utilizing MDHA properties, as well as, commissions from use of coin laundry machines). Approximately 10,000 checks are issued from the account each month.
3. Excess funds are disbursed by the County to purchase investments.
4. The following are three types of transmissions performed by MDHA, along with the requirements for the Contractor for such transmissions:
  - a. Positive Pay - Each check run (including ACH payments) shall be transmitted to the Contractor via modem using the Wintegrate software program. Each check and ACH payment issued shall be matched by the Contractor to each check being presented for payment. MDHA's accounting staff shall be notified by e-mail, fax or phone of mismatched items within 24 hours to determine if unauthorized checks presented for payment can be honored. The Contractor shall be required to get written permission

via Positive Pay exception in the corresponding program from MDHA to pay or return check. If County staff cannot be contacted by 2:00 p.m. (EST), any unauthorized check shall be returned.

- b. Stop Payments - All stop payments are issued and transmitted electronically using the Contractor's software. The Contractor shall accept stop payments within 24 hours.
- c. Automatic Collection from Tenants' Banks - Monthly, a file shall be transmitted from MDHA to the Contractor via modem indicating those tenants participating in electronic rent collection. The Contractor shall collect rent due from the tenants' banks and then credit the MDHA account.

**B. Reconciliation:**

The Contractor shall provide to the MDHA's Bank Reconciliation Unit:

1. Monthly bank statements, reconciliation, and Positive Pay listing online and by hard copy.
2. A daily bank statement referencing the tenant's site number, check number and the amount of each deposit electronically. All information shall be available online and the listing of paid checks provided on CD-ROM.

**C. Deposits:**

For deposits, the following shall be the manner services shall be performed:

1. From the County, the Contractor shall receive an original and one copy (pink) of each deposit slip:
  - a. Originals are validated and returned to the Finance Department with the bank statement by courier within 48 hours.
  - b. The pink copy is validated and returned by mail to the depositing County facility.
2. Deposit slips shall be MICR encoded with the County's unique four-digit identifier so that each deposit is associated with a particular County department or agency.
3. Returned checks shall be identified with the County's unique four-digit identifier for association with the County department or agency name.
4. Checks returned for insufficient or uncollected funds shall be automatically presented two (2) times before they are returned to the County, unless otherwise requested.
5. All checks deposited shall be Good Funds on the next business day, with the exception of U.S. Government checks and checks drawn on the Contractor, which shall be Good Funds immediately upon deposit. All fund transfers (wire transfers) shall be Good Funds immediately upon deposit. This service shall be at no additional cost to the County.
6. The County shall be notified electronically within 48 hours of deposit discrepancies over a designated amount, to be determined by the Finance Director, or assigned designee.

**D. Lockbox Services:**

Currently there is no lockbox for this account. MDHA reserves the right to establish one in the near future. If this occurs, lockbox adjustments returned to the County for processing shall contain the lockbox identifier.

**E. Account Analysis:**

The Contractor shall:

1. On a monthly basis, create an Account Analysis Statement (billing) for services rendered for this account and provide to the County.
2. Carry forward any excess Earnings Credits to the next month, as a cumulative figure for the term of the contract.

3. Permit any excess Earnings Credits accumulated by the County to be used by the County to pay for banking related obligations of the County.
4. For computation of Earnings Credit Rate, see Appendix C, Price Schedule.

**F. ACH and Wire Transfers:**

The County sets ACH block on these accounts. The County shall provide electronic ACH file transmissions to the Contractor one or multiple times a day.

The Contractor shall:

1. Provide the County ACH tracking numbers for ACH transactions coming into the accounts.
2. Have the capability to handle wire transfers by fax.
3. Provide electronic commerce EDI services remittance/payment advice by e-mail to the Cash Management Division.
4. Notify via e-mail MDHA's Cash Management Division when an automated credit return settlement item is posted to MDHA's GOA.

**5. MDHA ADKER FUND ACCOUNT**

This account is currently inactive. The Contractor shall only provide to the County monthly bank statements showing the account balance as of the close of the month.

**6. MDHA FSS PROGRAM PUBLIC HOUSING ACCOUNT**

**A. Summary Description**

This account was established for the purpose of having the ability to receive fund transfers from MDHA's General Operating Account (MDHA's GOA), as well as, to receive fund transfers via ACH and/or Wire Transfers. MDHA requires the ability to transfer funds electronically between bank accounts within MDHA's portfolio. No checks shall be written against this account. MDHA requires information, transactions, and daily bank statements to be available online.

**B. Reporting Requirements**

The Contractor shall fulfill the necessary reporting requirements on a monthly basis for the Miami-Dade Housing Agency (MDHA) in sufficient detail to enable staff to reconcile the accounts in a timely manner. The below mentioned reports shall be provided online for viewing and printing, by CD-ROM, and on hard copy.

The Contractor shall provide:

1. All reports in ascending order by date and amount. The date shown shall be in month, day and year format.
2. Every entry on the bank statements and/or reports with a sequence number as follows:
  - a. Wires and ACH transfers shall have a tracer number.
  - b. Investments debits or credits shall have a CUSIP number.
  - c. Internal transfers shall have the account number being debited or credited.
3. A daily detailed bank statement. This shall include all supporting debit and credit transactions; the cutoff shall be the close of business each day (EST).
4. A monthly bank statement that shall include:
  - a. Detail of all account activity.
  - b. Deposits, ACH transfers in and out, wire transfers in and out, and electronic transfer of funds.

c. Any charge or adjustment not initiated by MDHA.

**C. Positive Pay:**

Positive Pay service is required.

The Contractor shall:

1. Obtain written permission from MDHA to pay or return unauthorized items. If County staff cannot be contacted by 2:00 p.m. (EST), any unauthorized item shall be returned.
2. Provide a "Return Default Service" (this service provides a report should staff not review the positive pay file and the positive pay defaults to a reject status).

**D. Reconciliation:**

The Contractor shall provide:

1. Monthly reconciliation online and by hard copy.
2. A daily transaction report referencing positive pay exceptions and any other debit and credit activity.

**E. Deposits:**

No deposits are currently made to this account; however, this may change at a future date.

**F. Lockbox Services:**

Currently there is no lockbox for this account. MDHA reserves the right to establish one in the near future. If this occurs, lockbox adjustments returned to the County for processing shall contain the lockbox identifier.

**G. Account Analysis:**

The Contractor shall:

1. On a monthly basis, create an Account Analysis Statement (billing) for services rendered for this account and provide to the County.
2. Carry forward any excess Earnings Credits to the next month, as a cumulative figure for the term of the contract.
3. Permit any excess Earnings Credits accumulated by the County to be used by the County to pay for banking related obligations of the County.
4. For computation of Earnings Credit Rate, see Appendix C, Price Schedule.

**H. ACH and Wire Transfers:**

The County sets ACH block on all accounts. The County shall provide electronic ACH file transmissions to the Contractor one or multiple times a day.

The Contractor shall:

1. Provide the County ACH tracking numbers for ACH transactions coming into the accounts.
2. Have the capability to handle wire transfers by fax.
3. Provide electronic commerce EDI services remittance/payment advice by e-mail to MDHA's Cash Management Division.
4. Notify via e-mail MDHA's Cash Management Division when an automated credit return settlement item is posted to the GOA.

## **7. MDHA FSS PROGRAM SECTION 8 ACCOUNT**

### **A. Summary Description**

1. This account was established for the purpose of having the ability to receive fund transfers from MDHA's General Operating Account, as well as, to receive fund transfers via ACH and/or Wire Transfers.
2. MDHA requires the ability to transfer funds electronically between bank accounts within MDHA's portfolio.
3. No checks shall be written against this account.
4. MDHA requires account information, transactions and daily bank statements to be available online.

### **B. Reporting Requirements**

The Contractor shall fulfill the necessary reporting requirements on a monthly basis for the Miami-Dade Housing Agency (MDHA) in sufficient detail to enable staff to reconcile the accounts in a timely manner. The below mentioned reports shall be provided online for viewing and printing, by CD-ROM, and on hard copy.

The Contractor shall provide:

1. All reports in ascending order by date and amount. The date shown shall be in month, day and year format.
2. Every entry on the bank statements and/or reports with a sequence number as follows:
  - a. Wires and ACH transfers shall have a tracer number.
  - b. Investments debits or credits shall have a CUSIP number.
  - c. Internal transfers shall have the account number being debited or credited.
3. Daily detailed bank statements, if required at a later time. These shall include all supporting debit and credit transactions. The cutoff shall be the close of business each day (EST).
4. A monthly bank statement shall include:
  - a. Detail of all account activity.
  - b. Deposits, ACH transfers in and out, wire transfers in and out, and electronic transfer of funds.
  - c. Any charge and adjustment not initiated by MDHA.

### **C. Positive Pay:**

Positive Pay service is required.

The Contractor shall:

1. Obtain written permission from MDHA to pay or return unauthorized items. If County staff cannot be contacted by 2:00 p.m. (EST), any unauthorized item shall be returned.
2. Provide a "Return Default Service" (this service provides a report should staff not review the positive pay file and the positive pay defaults to a reject status).

### **D. Reconciliation:**

The Contractor shall provide:

1. Monthly reconciliation online and by hard copy.

2. A daily transaction report referencing positive pay exceptions and any other debit and credit activity.
3. Monthly bank statements.

**E. Deposits:**

No deposits are currently made to this account; however, this may change at a future date.

**F. Lockbox Services:**

Currently there is no lockbox for this account. MDHA reserves the right to establish one in the near future. If this occurs, lockbox adjustments returned to the County for processing shall contain the lockbox identifier.

**G. Account Analysis:**

The Contractor shall:

1. On a monthly basis, create an Account Analysis Statement (billing) for services rendered for this account and provide to the County.
2. Carry forward any excess Earnings Credits to the next month, as a cumulative figure for the term of the contract.
3. Permit any excess Earnings Credits accumulated by the County to be used by the County to pay for banking related obligations of the County.
4. For computation of Earnings Credit Rate, see Appendix C, Price Schedule.

**H. ACH and Wire Transfers:**

The County sets ACH block on all accounts. The County shall provide electronic ACH file transmissions to the Contractor one or multiple times a day.

The Contractor shall:

1. Provide ACH tracking numbers for ACH transactions coming into the accounts.
2. Have the capability to handle wire transfers by fax.
3. Provide electronic commerce EDI services remittance/payment advice by e-mail to MDHA's Cash Management Division.
4. Notify via email MDHA's Cash Management Division when an automated credit return settlement item is posted to MDHA's GOA.

**8. MDHA TENANT SECURITY DEPOSITS FOR PUBLIC HOUSING & SECTION 8 NEW CONSTRUCTION ACCOUNT**

**A. Summary Description**

1. This account was established for the purpose of having the ability to receive fund transfers from MDHA's General Operating Account, as well as, to receive fund transfers via ACH and/or Wire Transfers.
2. MDHA requires the ability to transfer funds electronically between bank accounts within MDHA's portfolio.
3. No checks shall be written against this account.
4. MDHA requires account information, transactions and daily bank statements to be available online.

**B. Reporting Requirements**

The Contractor shall fulfill the necessary reporting requirements on a monthly basis to Miami-Dade Housing Agency (MDHA) in sufficient detail to enable staff to reconcile the accounts in a timely manner. The below mentioned reports shall be provided online for viewing and printing, by CD-ROM, and hard copy.

The Contractor shall provide:

1. All reports in ascending order by date and amount. The date shown shall be in month, day, and year format.
2. Every entry on the bank statements and/or reports with a sequence number as follows:
  - a. Wires and ACH transfers shall have a tracer number.
  - b. Investments debits or credits shall have a CUSIP number.
  - c. Internal transfers shall have the account number being debited or credited.
3. Daily detailed bank statements, if required at a later time. These shall include all supporting debit and credit transactions. The cutoff shall be the close of business each day (EST).
4. A monthly bank statement that shall include:
  - a. Detail of all account activity.
  - b. Deposits, ACH transfers in and out, wire transfers in and out, and electronic transfer of funds.
  - c. Any charge or adjustment not initiated by MDHA.

**C. Positive Pay:**

Positive Pay service is required.

The Contractor shall:

1. Obtain written permission from MDHA to pay or return unauthorized items. If County staff cannot be contacted by 2:00 p.m. (EST), any unauthorized item shall be returned.
2. Provide a "Return Default Service" (this service provides a report should staff not review the positive pay file and the positive pay defaults to a reject status).

**D. Reconciliation:**

The Contractor shall provide:

1. Monthly reconciliation online and by hard copy.
2. A daily transaction report referencing positive pay exceptions and any other debit and credit activity.
3. Monthly bank statements.

**E. Deposits:**

No deposits are currently made to this account; however, this may change at a future date.

**F. Lockbox Services:**

Currently there is no lockbox for this account. MDHA reserves the right to establish one in the near future. If this occurs, lockbox adjustments returned to the County for processing shall contain the lockbox identifier.

**G. Account Analysis:**

The Contractor shall:

1. On a monthly basis, create an Account Analysis Statement (billing) for services rendered for this account and provide to the County.
2. Carry forward any excess Earnings Credits to the next month, as a cumulative figure for the term of the contract.
3. Permit any excess Earnings Credits accumulated by the County to be used by the County to pay for banking related obligations of the County.
4. For computation of Earnings Credit Rate, see Appendix C, Price Schedule.

**H. ACH and Wire Transfers:**

The County sets ACH block on all accounts. The County shall provide electronic ACH file transmissions to the Contractor one or multiple times a day.

The Contractor shall:

1. Provide ACH tracking numbers for ACH transactions coming into the accounts.
2. Have the capability to handle wire transfers by fax.
3. Provide electronic commerce EDI services remittance/payment advice by e-mail to MDHA's Cash Management Division.
4. Notify via email MDHA's Cash Management Division when an automated credit return settlement item is posted to the GOA.

**9. MDHA RENTAL & MARKET PROPERTIES ACCOUNT****A. Summary Description**

1. This account was established for the purpose of having the ability to receive fund transfers from MDHA's General Operating Account, as well as, to receive fund transfers via ACH and/or Wire Transfers.
2. MDHA requires the ability to transfer funds electronically between bank accounts within MDHA's portfolio.
3. No checks shall be written against this account.
4. MDHA requires account information, transactions, and daily bank statements to be available online.

**B. Reporting Requirements**

The Contractor shall fulfill the necessary reporting requirements on a monthly basis to Miami-Dade Housing Agency (MDHA) in sufficient detail to enable staff to reconcile the accounts in a timely manner. The below mentioned reports shall be provided online for viewing and printing, by CD-ROM, and on hard copy.

The monthly bank statement shall include:

1. Detail of all account activity;
2. Deposits, ACH transfers in and out; wire transfers in and out; and electronic transfer of funds; and
3. Any charge and adjustment not initiated by MDHA.

The Contractor shall provide:

1. All reports in ascending order by date and amount. The date shown shall be in month, day and year format.

2. Every entry on the bank statements and/or reports with a sequence number as follows:
  - a. Wires and ACH transfers shall have a tracer number.
  - b. Investments debits or credits shall have a CUSIP number.
  - c. Internal transfers shall have the account number they are debiting or crediting.
3. Daily detailed bank statements, if required at a later time. These shall include all supporting debit and credit transactions. The cutoff shall be the close of business each day (EST).
4. A monthly bank statement that shall include:
  - a. Detail of all account activity.
  - b. Deposits, ACH transfers in and out, wire transfers in and out, and electronic transfer of funds.
  - c. Any charge or adjustment not initiated by MDHA.

**C. Positive Pay:**

Positive Pay service is required.

The Contractor shall:

1. Obtain written permission from MDHA to pay or return unauthorized items. If County staff cannot be contacted by 2:00 p.m. (EST), any unauthorized item shall be returned.
2. Provide a "Return Default Service" (this service provides a report should staff not review the positive pay file and the positive pay defaults to a reject status).

**D. Reconciliation:**

The Contractor shall provide:

1. Monthly reconciliation online and by hard copy.
2. A daily transaction report referencing positive pay exceptions and any other debit and credit activity.
3. Monthly bank statements.

**E. Deposits:**

No deposits are currently made to this account; however, this may change at a future date.

**F. Lockbox Services:**

Currently there is no lockbox for this account. MDHA reserves the right to establish one in the near future. If this occurs, lockbox adjustments returned to the County for processing shall contain the lockbox identifier.

**G. Account Analysis:**

The Contractor shall:

1. On a monthly basis, create an Account Analysis Statement (billing) for services rendered for this account and provide to the County.
2. Carry forward any excess Earnings Credits to the next month, as a cumulative figure for the term of the contract.
3. Permit any excess Earnings Credits accumulated by the County to be used by the County to pay for banking related obligations of the County.
4. For computation of Earnings Credit Rate, see Appendix C, Price Schedule.

**H. ACH and Wire Transfers:**

The County sets ACH block on all accounts. The County shall provide electronic ACH file transmissions to the Contractor one or multiple times a day.

The Contractor shall:

1. Provide ACH tracking numbers for ACH transactions coming into the accounts.
2. Have the capability to handle wire transfers by fax.
3. Provide electronic commerce EDI services remittance/payment advice by e-mail to MDHA's Cash Management Division.
4. Notify via email MDHA's Cash Management Division when an automated credit return settlement item is posted to MDHA's GOA.

**10. IMPREST ACCOUNT****A. Summary Description**

1. This account shall be used for direct debit by the Chicago Climate Exchange for membership enrollment fees and annual dues for the Air Quality Management Division of the Miami-Dade Department of Environmental Resources Management. This account shall also be used for other types of miscellaneous direct debits to Miami-Dade County.
2. This is a Zero Balance Account.

**B. Miscellaneous Requirements**

The Contractor shall:

1. Transfer all deposits daily to the GOA.
2. Resolve chargebacks within a maximum six-month period.
3. Provide monthly bank statements to the Bank Reconciliation Unit by mail or courier and online. The cutoff shall be the last business day of each month. Detailed bank statements shall include all supporting debit and credit vouchers.

**C. Reporting Requirements**

The Contractor shall fulfill the necessary reporting requirements of the County in sufficient detail to enable staff to reconcile the account in a timely manner. Reports shall be provided on a CD-ROM, online and on hard copy.

Reports shall include:

1. Detail of account activity.
2. Detail on deposits and ACH transfers.
3. Any charge and adjustment not initiated by the County.
4. Every entry on the bank statements and/or reports shall have a unique sequence number.
5. The corresponding account number on ZBA transfers being debited or credited.

**D. Treasury Management Services**

The Contractor shall provide:

1. Secure online business services through the Internet that shall provide the County access to the bank accounts' information. The access shall allow the County to initiate and view transactions processed. This service shall also have the capability for authorized County

personnel to view opening balances online and previous day debits and credits by 8:00 a.m. EST each business day.

2. The County with the necessary access to the Contractor's balance reporting website or provide the necessary software/hardware and installation to connect to the Contractor's balance reporting system.

**E. Positive Pay**

No Positive pay required for this account.

**F. Reconciliation**

Monthly recap of revenue by account.

**G. Account Analysis**

The Contractor shall:

1. On a monthly basis, create an Account Analysis Statement (billing) for services rendered for this account and provide to the County.
2. Carry forward any excess Earnings Credits to the next month, as a cumulative figure for the term of the contract.
3. Permit any excess Earnings Credits accumulated by the County to be used by the County to pay for banking related obligations of the County.
4. For computation of Earnings Credit Rate, see Appendix C, Price Schedule.

**H. Staffing Requirements**

The Contractor shall:

1. Maintain sufficient staff to support the required services at all times, without interruption, due to personnel turnover, vacations, illness or other internal disruptions.
2. Provide listing of direct contact names, e-mail addresses and phone numbers for all staff interacting with County.
3. Update and provide to the County current contact names as changes occur.
4. Provide in advance to the County a list of the Contractor's main contacts in case of an emergency.

**I. ACH and Wire Transfers**

The County sets ACH block on all accounts. The County may require that ACH tracking numbers be provided by the Contractor for ACH transactions coming into the accounts.

**J. Change Processing**

No Change Processing is required for this account.

**K. Emergency Contingency**

No Emergency contingency is required at this time.

**11. MDC DEPT. OF HUMAN SERVICES (NEIGHBORHOOD ASSISTANCE BUREAU)**

**A. Summary Description**

1. This account provides funds to clients receiving welfare assistance and to vendors providing services to Miami Dade County residents.

2. As expenditures are made to this account (by way of assistance checks issued), the County periodically replenishes the account with a check request via the ACH procedure.
3. The funds provided are for general, relocation and housing assistance, as well as, boarding home and utility payments.
4. On a monthly basis, approximately 200 checks are disbursed.
5. The account is funded by ACH transfers from the GOA as needed to cover the monthly checks issued.

**B. Reporting Requirements**

The Contractor shall fulfill the necessary reporting requirements of the County's Finance Department in sufficient detail to enable staff to reconcile the accounts in a timely manner. Reports shall be provided online and on hard copy. Cleared checks shall be provided online and on CD-Rom.

The monthly bank statement shall include:

1. Detail of account activity.
2. Deposits and ACH transfers in and out.
3. Checks paid.
4. Any charge and/or adjustment not initiated by the County.

**C. Treasury Management Services**

The Contractor shall:

1. Provide secure online business services through the Internet that shall provide the County access to the bank accounts' information. The access shall allow the County to initiate and view transactions processed. This service shall have the capability for authorized County personnel to:
  - a. Input stop payments and obtain confirmation of acceptance by Contractor.
  - b. Inquire on bank account data and transaction history, including, but not limited to, stop payments, check clearing, ACH transfers with addendum and internal transfers.
  - c. View online opening balances and previous day debits and credits by 8:00 a.m. (EST) each business day.
2. Have a system that shall accept Positive Pay inquiries for daily "pay" or "no pay" decisions, and allow for manual check updates for those accounts on Positive Pay by 2:00 p.m. (EST).
3. Provide the County with the necessary access to the Contractor's balance reporting website or provide the necessary software/hardware and installation to connect to the Contractor's balance reporting system.

**D. Positive Pay**

The County shall provide the Contractor with multiple monthly transmissions of checks issued with the check number, payee name, date issued and dollar amount of each check. Only those checks that match the transmitted information shall be paid, unless otherwise authorized by the County.

The Contractor shall:

1. Place the check issued information online to enable the Contractor's tellers to verify the check number, the name of payee, and the amount to be paid before honoring any check.

2. Match each check issued to each paid item daily, for which the County shall be notified of mismatched items online and by phone. The Contractor shall not honor any mismatched checks unless:
  - a. The County responds positively to the Contractor by 2:00 p.m. (EST).
3. Receive from the Finance Department multiple transmissions of checks issued. The last transmission shall be in place by 5:00 a.m. (EST). The Contractor shall accept and apply the information to their system and distribute it to their tellers and operations the same business day.
4. Match each check presented for payment against the daily check issued files transmitted to the Contractor. Exceptions are rejected and listed in an exception report to be available online to the County by 10:00 a.m. (EST) each business day.

#### **E. Reconciliation**

For each reconciliation period, the following shall be the manner in which the applicable reconciliation services shall be performed:

The County shall provide, in the form of a transmission to the Contractor:

1. Information on checks issued.
2. Information on checks that were voided or cancelled.
3. Updates of the "Check Issued File" to be matched against the "Check Paid File."

The Contractor shall provide to the Finance Department's Bank Reconciliation Unit:

1. A monthly summary reconciliation hard copy and electronic report, for the specified period for each account, with the following updated information for the specific period:
  - a. All checks issued in numerical sequence, which shall include the date the check was issued, payee's name and amount.
  - b. All checks paid from the "Check Issued File" in numerical sequence, which shall include the date the check was issued, payee's name, amount paid and date paid.
  - c. All outstanding checks in numerical sequence, which shall include the date the check was issued, payee's name, and amount.
  - d. All checks deleted in numerical sequence, which shall include the date the check was issued, payee's name, amount, and date the check was deleted.
  - e. All checks paid but not listed in the "Check Issued File" in numerical sequence, and shall include the date the check was issued, payee's name, amount paid, and date paid.
  - f. All stop payments, which shall include the check number, the date the check was issued, payee's name, amount paid and date of stop payment.
  - g. All charges other than checks paid, which shall include name of authorizing officer, date paid, payee, description, amount paid, and sequence order.
  - h. Any other pertinent information, which shall include date of occurrence, source or payee, description, amount, and unique sequence number.
2. All debit and credit advices within 48 hours by mail.
3. On an annual basis, an automatic updating of outstanding check file by matching County transmission list of stale date checks that the County shall send to the State for all bank accounts.

#### **F. Check Imaging**

The County requires all checks paid or rejected to be imaged by the Contractor on CD-ROMs on a monthly basis. The Contractor shall:

1. Image the front and back sides of all checks paid in numerical sequence on the CD-ROM.
2. Send the CD-ROM to the County via mail or courier on a monthly basis.
3. Provide the necessary software for retrieval and printing, and for online viewing of the original check images.
4. Destroy the checks within 10 days of safekeeping by the Contractor. Checks imaged should be safe-kept for a period of seven (7) years.

**G. Stale Checks**

The Contractor shall:

1. Not process stale checks, those tendered over 180 days, unless updated and released by the County.
2. Be able to process bulk stop payment electronic files of checks deemed to be unclaimed funds.
3. Remove checks from the Contractor's "Outstanding Check File". This update shall be done once a year at the County's direction.

**H. Account Analysis**

The Contractor shall:

1. On a monthly basis, create an Account Analysis Statement (billing) for services rendered for this account and provide to the County.
2. Carry forward any excess Earnings Credits to the next month, as a cumulative figure for the term of the contract.
3. Permit any excess Earnings Credits accumulated by the County to be used by the County to pay for banking related obligations of the County.
4. For computation of Earnings Credit Rate, see Appendix C, Price Schedule.

**I. Staffing Requirements**

The Contractor shall:

1. Maintain sufficient staff to support the required services at all times, without interruption, due to personnel turnover, vacations, illness or other internal disruptions.
2. Provide listing of direct contact names, e-mail addresses, and phone numbers for all staff interacting with County.
3. Update and provide to the County current contact names as changes occur.
4. Provide in advance to the County a list of the Contractor's main contacts in case of an emergency.

**J. ACH and Wire Transfers**

The County sets ACH blocks on these accounts. The County requires that ACH tracking numbers be provided by the Contractor for ACH transactions coming into the accounts.

**12. GROUP A ACCOUNTS - MERCHANT PROCESSOR SERVICES (CREDIT CARDS AND E-CHECKING)**

The following is a general description of the required services from the Contractor for the Credit Processor. This applies only to the accounts following this description.

The County provides credit cards, debit cards and or web payment capabilities via credit cards and or e-checking to its citizens for various County services. The availability and

reliability of these Services is highly critical, and the need for these Services to remain enabled at all times is of utmost importance. Accounts in Group A accepting credit and debit card, and e-check payments shall ZBA into the GOA daily. The County accepted credit cards are: VISA, MasterCard, American Express and Discover. Group A accounts accepting web payment (see table below) average between 26,000 and 27,000 transactions per month.

ACCOUNT NAME	CREDIT CARDS	E-CHECK	DEBIT CARDS
Tax Collector Auction Account		X	
Tax Collector Real Estate Web Payment Account		X	
Tax Collector Personal Property Web Payment Account		X	
Special Test Account	X	X	
Merchant Credit Card Account	X		X
American Express Account	X		
American Express Web Account	X		
Discover Card Account	X		
Internet Merchant Account	X	X	

The County has approximately 56 merchant locations and various types of credit card machines at various locations. Team Metro currently has nine (9) locations that have RDM Synergy POS terminals. The other locations have primarily Omni 3200, Omni 3730LE, Tranz 380, and viaWARP software.

The County is Payment Card Industry (PCI) compliant and is currently designated by Visa to be a Level 4 merchant. County credit card transactions are processed through various methods: walk-ins, telephone voice response, mail or Internet.

The Contractor shall:

1. Provide a copy to the County of the merchant agreement with Contractor's chosen "Credit Card Processor", who in turn shall be PCI certified annually. The County shall check/enforce annual certification.
2. For the accounts accepting credit card payments:
  - a. Resolve charge backs within a maximum of six months from the charge date.
  - b. Provide to merchant online access to charge back activity.
3. Require the Contractor's Processor to provide the following to the County:
  - a. Access to support 24 hours per day, 365 days per year, regardless of geographical locations and time zones.
    - i. A contact phone number and name shall be made available to the County for problem resolution.
    - ii. Resolution shall be provided to the County within 48 hours.
  - b. Proper change management and have change control procedures in place, in order to notify the County in advance of any changes that may affect services.
  - c. Direct emergency contacts to the County for critical issues. If the Processor contracts with a Subcontractor, the Processor shall resolve all issues with the Subcontractor and

- contact the Subcontractor on the County's behalf. The County shall not resolve issues through the Subcontractor.
- d. A detailed problem resolution report emailed to the County after each incident. This report shall also include what actions shall be taken to prevent similar problems from reoccurring.
4. Provide annually written attestation to the County of annual compliance to the following:
- a. For all debit and/or credit card transactions, throughout the duration of the contract, the Contractor shall agree to:
- i. Be bound by the requirements and terms of the Rules of all applicable Card Associations, as amended from time to time.
- ii. Be solely responsible for security and maintaining confidentiality of Card transactions processed by means of electronic commerce.
- iii. Be in compliance with the requisites of the Payment Card Industry Data Security Standard (PCI).
- b. For e-checking, throughout the duration of the contract, the Contractor shall agree to be bound by industry rules regarding security and controls over transactions.
5. Interface with County's IBM's Payment Manager for all payment processing, including POS systems.

The Following are summary descriptions of services required for each of the accounts in Group A currently accepting credit cards, e-checking and debit cards. (These refer to the table above.)

### **13. TAX COLLECTOR AUCTION ACCOUNT**

#### **A. Summary Description**

The account is used to process transactions from unpaid property tax certificates sales and incoming wire payments of Corporate Real Estate Taxes. The wire payments are from Tax Paying Agents (mortgage companies or loan servicing companies). There are approximately \$1.2 billion in receipts processed annually. This is a Zero Balance Account.

#### **B. Miscellaneous Requirements**

The Contractor shall:

1. Transfer all deposits daily to the GOA.
2. Resolve chargebacks within a maximum six-month period.
3. Provide monthly bank statements to the Bank Reconciliation Unit by mail, online or courier. The cutoff shall be the last business day of each month (EST).
4. Provide detailed bank statements that shall include all supporting debit and credit vouchers.
5. Provide daily online viewing transmission of previous day bank statements.
6. Acknowledge receipt/sent for each transmission, as all transmissions are done via secure FTP (to/from) County's mainframe systems and the Contractor.

#### **C. Reporting Requirements**

The Contractor shall fulfill the necessary reporting requirements of the County in sufficient detail to enable County staff to reconcile the account in a timely manner. Reports shall be provided on a CD-ROM, online and on hard copy.

The Contractor's reports shall:

1. Provide detail of account activity.

2. Provide detail on deposits and ACH transfers.
3. Provide detail on any charge and adjustment not initiated by the County.
4. Identify every entry on the bank statements and/or reports with a unique sequence number.
5. Include the corresponding account number on ZBA transfers being debited or credited.

**D. Treasury Management Services**

The Contractor shall provide:

1. Secure online services through the Internet that shall provide the County access to the bank accounts' information.
  - a. The access shall allow the County to initiate and view transactions processed.
  - b. This service shall have the ability for authorized County personnel to view opening balances online and previous day debits and credits by 8:00 a.m. (EST) each business day.
2. The County with the necessary access to the Contractor's balance reporting website or provide the necessary software/hardware and installation to connect to the Contractor's balance reporting system.

**E. Positive Pay**

Positive Pay service is required.

The Contractor shall:

1. Obtain written permission from the County to pay or return unauthorized items. If County staff cannot be contacted by 2:00 p.m. (EST), any unauthorized item shall be returned.
2. Provide a "Return Default Service" (this service provides a report should staff not review the positive pay file and the positive pay defaults to a reject status).

**F. Reconciliation**

Monthly recap of revenue by account.

**G. Account Analysis**

The Contractor shall:

1. On a monthly basis, create an Account Analysis Statement (billing) for services rendered for this account and provide to the County.
2. Carry forward any excess Earnings Credits to the next month, as a cumulative figure for the term of the contract.
3. Permit any excess Earnings Credits accumulated by the County to be used by the County to pay for banking related obligations of the County.
4. For computation of Earnings Credit Rate, see Appendix C, Price Schedule.

**H. Staffing Requirements**

The Contractor shall:

1. Maintain sufficient staff to support the required services at all times, without interruption, due to personnel turnover, vacations, illness or other internal disruptions.
2. Provide listing of direct contact names, e-mail addresses, and phone numbers for all staff interacting with County.
3. Update and provide to the County current contact names as changes occur.

4. Provide in advance to the County a list of the Contractor's main contacts in case of an emergency.

**I. ACH and Wire Transfers**

The County sets ACH blocks on all accounts. The County may require ACH tracking numbers be provided by the Contractor for ACH transactions coming into the accounts.

**J. Change Processing**

No Change Processing is required for this account.

**K. Emergency Contingency**

At this time no Emergency contingency is required for this account at this time.

**14. TAX COLLECTOR REAL ESTATE WEB PAYMENT ACCOUNT**

**A. Summary Description**

The account is used to process e-check payments of real estate property taxes over the Internet. There are approximately \$196,000,000 in receipts processed annually. This is a Zero Balance Account.

**B. Miscellaneous Requirements**

The Contractor shall:

1. Transfer all deposits daily to the GOA.
2. Resolve chargebacks within a maximum six-month period.
3. Provide monthly bank statements to the Bank Reconciliation Unit by mail, courier or online. The cutoff shall be the last business day of each month (EST).
4. Provide detailed bank statements that shall include all supporting debit and credit vouchers.
5. Provide daily online viewing transmission of previous day bank statements.
6. Acknowledge receipt/sent for each transmission, as all transmissions are done via secure FTP (to/from) County mainframe systems and the Contractor.

**C. Reporting Requirements**

The Contractor shall fulfill the necessary reporting requirements of the County in sufficient detail to enable County staff to reconcile the account in a timely manner. Reports shall be provided on a CD-ROM, online and on hard copy.

The Contractor's reports shall:

1. Provide detail of account activity.
2. Provide detail on deposits and ACH transfers.
3. Provide detail on any charge and adjustment not initiated by the County.
4. Identify every entry on the bank statements and/or reports with a unique sequence number.
5. Include the corresponding account number on ZBA transfers being debited or credited.

**D. Treasury Management Services**

The Contractor shall provide:

1. Secure online services through the Internet that shall provide the County access to the bank accounts' information.
  - a. The access shall allow the County to initiate and view transactions processed.
  - b. This service shall have the capability for authorized County personnel to view opening balances online and previous day debits and credits by 8:00 a.m. (EST) each business day.
2. The County with the necessary access to the Contractor's balance reporting website or provide the necessary software/hardware and installation to connect to the Contractor's balance reporting system.

**E. Positive Pay**

Positive Pay service is required.

The Contractor shall:

1. Obtain written permission from the County to pay or return unauthorized items. If County staff cannot be contacted by 2:00 p.m. (EST), any unauthorized item shall be returned.
2. Provide a "Return Default Service" (this service provides a report should staff not review the positive pay file and the positive pay defaults to a reject status).

**F. Reconciliation**

Monthly recap of revenue by account.

**G. Account Analysis**

The Contractor shall:

1. On a monthly basis, create an Account Analysis Statement (billing) for services rendered for this account and provide to the County.
2. Carry forward any excess Earnings Credits to the next month, as a cumulative figure for the term of the contract.
3. Permit any excess Earnings Credits accumulated by the County to be used by the County to pay for banking related obligations of the County, as approved by the Contractor.
4. For computation of Earnings Credit Rate, see Appendix C, Price Schedule.

**H. Staffing Requirements**

The Contractor shall:

1. Maintain sufficient staff to support the required services at all times, without interruption, due to personnel turnover, vacations, illness or other internal disruptions.
2. Provide listing of direct contact names, e-mail addresses, and phone numbers for all staff interacting with County.
3. Update and provide to the County current contact names as changes occur.
4. Provide in advance to the County a list of the Contractor's main contacts in case of an emergency.

**I. ACH and Wire Transfers**

The County sets ACH block on all accounts. The County may require ACH tracking numbers be provided by the Contractor for ACH transactions coming into the accounts.

**J. Change Processing**

No Change Processing is required for this account.

**K. Emergency Contingency**

No Emergency contingency is required at this time.

**15. TAX COLLECTOR PERSONAL PROPERTY WEB PAYMENTS ACCOUNT****A. Summary Description**

The Account is used to process e-check payments of Tangible Personal Property taxes over the Internet. This is a Zero Balance Account.

**B. Miscellaneous Requirements**

The Contractor shall:

1. Transfer all deposits daily to the GOA.
2. Resolve chargebacks within a maximum six-month period.
3. Provide monthly bank statements to the Bank Reconciliation Unit by mail, courier or online. The cutoff shall be the last business day of each month (EST).
4. Provide detailed bank statements that shall include all supporting debit and credit vouchers.
5. Provide daily online viewing transmission of previous day bank statements.
6. Acknowledge receipt/sent for each transmission, as all transmissions are done via secure FTP (to/from) County mainframe systems and the Contractor.

**C. Reporting Requirements**

The Contractor shall fulfill the necessary reporting requirements of the County in sufficient detail to enable County staff to reconcile the account in a timely manner. Reports shall be provided on a CD-ROM, online and on hard copy.

The Contractor's reports shall:

1. Provide detail of account activity.
2. Provide detail on deposits and ACH transfers.
3. Provide detail on any charge and adjustment not initiated by the County.
4. Identify every entry on the bank statements and/or reports with a unique sequence number.
5. Include the corresponding account number on ZBA transfers being debited or credited.

**D. Treasury Management Services**

The Contractor shall provide:

1. Secure online services through the Internet that shall provide the County access to the bank accounts' information.
  - a. The access shall allow the County to initiate and view transactions processed.
  - b. This service shall have the capability for authorized County personnel to view opening balances online and previous day debits and credits by 8:00 a.m. (EST) each business day.
2. The County with the necessary access to the Contractor's balance reporting website or provide the necessary software/hardware and installation to connect to the Contractor's balance reporting system.

**E. Positive Pay**

Positive Pay service is required.

The Contractor shall:

1. Obtain written permission from the County to pay or return unauthorized items. If County staff cannot be contacted by 2:00 p.m. (EST), any unauthorized item shall be returned.
2. Provide a "Return Default Service" (this service provides a report should staff not review the positive pay file and the positive pay defaults to a reject status).

**F. Reconciliation**

Monthly recap of revenue by account.

**G. Account Analysis**

The Contractor shall:

1. On a monthly basis, create an Account Analysis Statement (billing) for services rendered for this account and provide to the County.
2. Carry forward any excess Earnings Credits to the next month, as a cumulative figure for the term of the contract.
3. Permit any excess Earnings Credits accumulated by the County to be used by the County to pay for banking related obligations of the County, as approved by the Contractor.
4. For computation of Earnings Credit Rate, see Appendix C, Price Schedule.

**H. Staffing Requirements**

The Contractor shall:

1. Maintain sufficient staff to support the required services at all times, without interruption, due to personnel turnover, vacations, illness or other internal disruptions.
2. Provide listing of direct contact names, e-mail addresses, and phone numbers for all staff interacting with County.
3. Update and provide to the County current contact names as changes occur.
4. Provide in advance to the County a list of the Contractor's main contacts in case of an emergency.

**I. ACH and Wire Transfers**

The County sets ACH block on all accounts. The County may require ACH tracking numbers be provided by the Contractor for ACH transactions coming into the accounts.

**J. Change Processing**

No Change Processing is required for this account.

**K. Emergency Contingency**

No Emergency contingency is required at this time.

**16. SPECIAL TEST ACCOUNT****A. Summary Description**

This account is used for testing of website transactions (credit cards/e-check) for various County departments. This is a Zero Balance Account.

**B. Miscellaneous Requirements**

The Contractor shall:

1. Transfer all deposits daily to the GOA.
2. Resolve chargebacks within a maximum six-month period.
3. Provide monthly bank statements to the Bank Reconciliation Unit by mail, courier or online. The cutoff shall be the last business day of each month (EST).
4. Provide detailed bank statements that shall include all supporting debit and credit vouchers.

**C. Reporting Requirements**

The Contractor shall fulfill the necessary reporting requirements of the County in sufficient detail to enable County staff to reconcile the account in a timely manner. Reports shall be provided on a CD-ROM, online and on hard copy.

The Contractor's reports shall:

1. Provide detail of account activity.
2. Provide detail on deposits and ACH transfers.
3. Provide detail on any charge and adjustment not initiated by the County.
4. Identify every entry on the bank statements and/or reports with a unique sequence number.
5. Include the corresponding account number on ZBA transfers being debited or credited.

**D. Treasury Management Services**

The Contractor shall provide:

1. Secure online services through the Internet that shall provide the County access to the bank accounts' information.
  - a. The access shall allow the County to initiate and view transactions processed.
  - b. This service shall have the capability for authorized County personnel to view opening balances online and previous day debits and credits by 8:00 a.m. (EST) each business day.
2. The County with the necessary access to the Contractor's balance reporting website or provide the necessary software/hardware and installation to connect to the Contractor's balance reporting system.

**E. Positive Pay**

Positive Pay service is required.

The Contractor shall:

1. Obtain written permission from the County to pay or return unauthorized items. If County staff cannot be contacted by 2:00 p.m. (EST), any unauthorized item shall be returned.
2. Provide a "Return Default Service" (this service provides a report should staff not review the positive pay file and the positive pay defaults to a reject status).

**F. Reconciliation**

Monthly recap of revenue by account.

**G. Account Analysis**

The Contractor shall:

1. On a monthly basis, create an Account Analysis Statement (billing) for services rendered for this account and provide to the County.
2. Carry forward any excess Earnings Credits to the next month, as a cumulative figure for the term of the contract.
3. Permit any excess Earnings Credits accumulated by the County to be used by the County to pay for banking related obligations of the County, as approved by the Contractor.
4. For computation of Earnings Credit Rate, see Appendix C, Price Schedule.

**H. Staffing Requirements**

The Contractor shall:

1. Maintain sufficient staff to support the required services at all times, without interruption, due to personnel turnover, vacations, illness or other internal disruptions.
2. Provide listing of direct contact names, e-mail addresses, and phone numbers for all staff interacting with County.
3. Update and provide to the County current contact names as changes occur.
4. Provide in advance to the County a list of the Contractor's main contacts in case of an emergency.

**I. ACH and Wire Transfers**

The County sets ACH block on all accounts. The County may require that ACH tracking numbers be provided by the Contractor for ACH transactions coming into the accounts.

**J. Change Processing**

No Change Processing is required for this account.

**K. Emergency Contingency**

No Emergency contingency is required at this time.

**17. MERCHANT CREDIT CARD ACCOUNT****A. Summary Description**

The account is used to process MasterCard/Visa credit card transactions. There are approximately \$43,000,000 in credit card charges processed annually. This is a Zero Balance Account.

**B. Miscellaneous Requirements**

The Contractor shall:

1. Transfer all deposits daily to the GOA.
2. Resolve chargebacks within a maximum six-month period.
3. Provide monthly bank statements to the Bank Reconciliation Unit by mail, courier or online. The cutoff shall be the last business day of each month (EST).
4. Provide detailed bank statements that shall include all supporting debit and credit documents.
5. Provide daily transmission of previous day bank statement.

6. Acknowledge receipt/sent for each transmission, as all transmissions are done via secure FTP (to/from) County mainframe systems and the Contractor.

**C. Reporting Requirements**

The Contractor shall fulfill the necessary reporting requirements of the County in sufficient detail to enable County staff to reconcile the account in a timely manner. Reports shall be provided on a CD-ROM, electronically and on hard copy.

The Contractor's reports shall:

1. Provide detail of account activity.
2. Provide detail on deposits and ACH transfers.
3. Provide detail on any charge and adjustment not initiated by the County.
4. Identify every entry on the bank statements and/or reports with a unique sequence number.
5. Include the corresponding account number on ZBA transfers being debited or credited.

**D. Treasury Management Services**

The Contractor shall provide:

1. Secure online services through the Internet that shall provide the County access to the bank accounts' information.
  - a. The access shall allow the County to initiate and view transactions processed.
  - b. This service shall have the capability for authorized County personnel to view opening balances online and previous day debits and credits by 8:00 a.m. (EST) each business day.
2. The County with the necessary access to the Contractor's balance reporting website or provide the necessary software/hardware and installation to connect to the Contractor's balance reporting system.

**E. Positive Pay**

No Positive pay required for this account.

**F. Reconciliation**

Monthly recap of revenue by sub-accounts.

**G. Account Analysis**

The Contractor shall:

1. On a monthly basis, create an Account Analysis Statement (billing) for services rendered for this account and provide to the County.
2. Carry forward any excess Earnings Credits to the next month, as a cumulative figure for the term of the contract.
3. Permit any Earnings Credits accumulated by the County to be transferred to the GOA.
4. For computation of Earnings Credit Rate, see Appendix C, Price Schedule.

**H. Staffing Requirements**

The Contractor shall:

1. Maintain sufficient staff to support the required services at all times, without interruption, due to personnel turnover, vacations, illness or other internal disruptions.

2. Provide listing of direct contact names, e-mail addresses, and phone numbers for all staff interacting with County.
3. Update and provide to the County current contact names as changes occur.
4. Provide in advance to the County a list of the Contractor's main contacts in case of an emergency.

**I. ACH and Wire Transfers**

The County sets ACH block on this account. The County may require that ACH tracking numbers be provided by the Contractor for ACH transactions coming into the accounts.

**J. Change Processing**

No Change Processing is required for this account.

**K. Emergency Contingency**

No Emergency contingency is required at this time.

**18. AMERICAN EXPRESS ACCOUNT/AMERICAN EXPRESS WEB ACCOUNT**

**A. Summary Description**

These accounts are used to process all American Express credit card transactions. There are approximately \$4,500,000 in credit card charges processed annually. The American Express Web Account handles all American Express payment transactions on the County Website. These are Zero Balance Accounts.

**B. Miscellaneous Requirements**

The Contractor shall:

1. Transfer all deposits daily to the GOA.
2. Resolve chargebacks within a maximum six-month period.
3. Provide monthly bank statements to the Bank Reconciliation Unit by mail, courier or online. The cutoff shall be the last business day of each month (EST).
4. Provide detailed bank statements that shall include all supporting debit and credit documents.
5. Provide daily online viewing transmission of previous day bank statements.
6. Acknowledge receipt/sent for each transmission, as all transmissions are done via secure FTP (to/from) County mainframe systems and the Contractor.

**C. Reporting Requirements**

The Contractor shall fulfill the necessary reporting requirements of the County in sufficient detail to enable County staff to reconcile the account in a timely manner. Reports shall be provided online and on hard copy.

The Contractor's reports shall:

1. Provide detail of account activity.
2. Provide detail on deposits and ACH transfers.
3. Provide detail on any charge and adjustment not initiated by the County.
4. Identify every entry on the bank statements and/or reports with a unique sequence number.
5. Include the corresponding account number on ZBA transfers being debited or credited.

**D. Treasury Management Services**

The Contractor shall provide:

1. Secure online services through the Internet that shall provide the County access to the bank accounts' information.
  - a. The access shall allow the County to initiate and view transactions processed.
  - b. This service shall have the capability for authorized County personnel to view opening balances online and previous day debits and credits by 8:00 a.m. (EST) each business day.
2. The County with the necessary access to the Contractor's balance reporting website or provide the necessary software/hardware and installation to connect to the Contractor's balance reporting system.

**E. Positive Pay**

No Positive pay required for this account.

**F. Reconciliation**

Monthly recap of revenue by account and all activity, including chargebacks.

**G. Account Analysis**

The Contractor shall:

1. On a monthly basis, create an Account Analysis Statement (billing) for services rendered for this account and provide to the County.
2. Carry forward any excess Earnings Credits to the next month, as a cumulative figure for the term of the contract.
3. Permit any excess Earnings Credits accumulated by the County to be used by the County to pay for banking related obligations of the County.
4. For computation of Earnings Credit Rate, see Appendix C, Price Schedule.

**H. Staffing Requirements**

The Contractor shall:

1. Maintain sufficient staff to support the required services at all times, without interruption, due to personnel turnover, vacations, illness or other internal disruptions.
2. Provide listing of direct contact names, e-mail addresses, and phone numbers for all staff interacting with County.
3. Update and provide to the County current contact names as changes occur.
4. Provide in advance to the County a list of the Contractor's main contacts in case of an emergency.

**I. ACH and Wire Transfers**

The County sets ACH block on all accounts. The County may require that ACH tracking numbers be provided by the Contractor for ACH transactions coming into the accounts.

**J. Change Processing**

No Change Processing is required for this account.

**K. Emergency Contingency**

No Emergency contingency is required for at this time.

**19. DISCOVER CARD ACCOUNT****A. Summary Description**

The account is used to process all Discover Credit card transactions. There are approximately \$45,000 in credit card charges processed annually. This is a Zero Balance Account.

**B. Miscellaneous Requirements**

The Contractor shall:

1. Transfer all deposits daily to the GOA.
2. Resolve chargebacks within a maximum six-month period.
3. Provide monthly bank statements to the Bank Reconciliation Unit by mail, courier or online. The cutoff shall be the last business day of each month (EST).
4. Provide detailed bank statements that shall include all supporting debit and credit documents.
5. Provide daily online viewing transmission of previous day bank statements.
6. Acknowledge receipt/sent for each transmission, as all transmissions are done via secure FTP (to/from) County mainframe systems and the Contractor.

**C. Reporting Requirements**

The Contractor shall fulfill the necessary reporting requirements of the County in sufficient detail to enable County staff to reconcile the account in a timely manner. Reports shall be provided on a CD-ROM, online and on hard copy.

The Contractor's reports shall:

1. Provide detail of account activity.
2. Provide detail on deposits and ACH transfers.
3. Provide detail on any charge and adjustment not initiated by the County.
4. Identify every entry on the bank statements and/or reports with a unique sequence number.
5. Include the corresponding account number on ZBA transfers being debited or credited.

**D. Treasury Management Services**

The Contractor shall provide:

1. Secure online services through the Internet that shall provide the County access to the bank accounts' information.
  - a. The access shall allow the County to initiate and view transactions processed.
  - b. This service shall have the capability for authorized County personnel to view opening balances online and previous day debits and credits by 8:00 a.m. (EST) each business day.
2. The County with the necessary access to the Contractor's balance reporting website or provide the necessary software/hardware and installation to connect to the Contractor's balance reporting system.

**E. Positive Pay**

No Positive pay required for this account.

**F. Reconciliation**

Monthly recap of revenue by account.

**G. Account Analysis**

The Contractor shall:

1. On a monthly basis, create an Account Analysis Statement (billing) for services rendered for this account and provide to the County.
2. Carry forward any excess Earnings Credits to the next month, as a cumulative figure for the term of the contract.
3. Permit any excess Earnings Credits accumulated by the County to be used by the County to pay for banking related obligations of the County.
4. For computation of Earnings Credit Rate, see Appendix C, Price Schedule.

**H. Staffing Requirements**

The Contractor shall:

1. Maintain sufficient staff to support the required services at all times, without interruption, due to personnel turnover, vacations, illness or other internal disruptions.
2. Provide listing of direct contact names, e-mail addresses, and phone numbers for all staff interacting with County.
3. Update and provide to the County current contact names as changes occur.
4. Provide in advance to the County a list of the Contractor's main contacts in case of an emergency.

**I. ACH and Wire Transfers**

The County sets ACH block on all accounts. The County may require that ACH tracking numbers be provided by the Contractor for ACH transactions coming into the accounts.

**J. Change Processing**

No Change Processing is required for this account.

**K. Emergency Contingency**

No Emergency contingency is required for at this time.

**20. INTERNET MERCHANT ACCOUNTS****A. Summary Description**

The account is used to process MasterCard, Visa, and E-Check transactions over the Internet. There are approximately \$7,000,000 in charges processed annually. This is a Zero Balance Account

**B. Miscellaneous Requirements**

The Contractor shall:

1. Transfer all deposits daily to the GOA.
2. Resolve chargebacks within a maximum six-month period.
3. Provide monthly bank statements to the Bank Reconciliation Unit by mail, courier or online. The cutoff shall be the last business day of each month (EST).

4. Provide detailed bank statements that shall include all supporting debit and credit documents.
5. Provide daily online viewing transmission of previous day bank statements.
6. Acknowledge receipt/sent for each transmission, as all transmissions are done via secure FTP (to/from) County mainframe systems and the Contractor.

**C. Reporting Requirements**

The Contractor shall fulfill the necessary reporting requirements of the County in sufficient detail to enable County staff to reconcile the account in a timely manner. Reports shall be provided on a CD-ROM, online and on hard copy.

The Contractor's reports shall:

1. Provide detail of account activity.
2. Provide detail on deposits and ACH transfers.
3. Provide detail on any charge and adjustment not initiated by the County.
4. Identify every entry on the bank statements and/or reports with a unique sequence number.
5. Include the corresponding account number on ZBA transfers being debited or credited.

**D. Treasury Management Services**

The Contractor shall provide:

1. Secure online services through the Internet that shall provide the County access to the bank accounts' information.
  - a. The access shall allow the County to initiate and view transactions processed.
  - b. This service shall have the capability for authorized County personnel to view opening balances online and previous day debits and credits by 8:00 a.m. (EST) each business day.
2. The County with the necessary access to the Contractor's balance reporting website or provide the necessary software/hardware and installation to connect to the Contractor's balance reporting system.

**E. Positive Pay**

No Positive pay required for this account.

**F. Reconciliation**

Monthly recap of revenue by account.

**G. Account Analysis**

On a monthly basis, the Contractor shall prepare an Account Analysis Statement (billing) for The Contractor shall:

1. On a monthly basis, create an Account Analysis Statement (billing) for services rendered for this account and provide to the County.
2. Carry forward any excess Earnings Credits to the next month, as a cumulative figure for the term of the contract.
3. Permit any excess Earnings Credits accumulated by the County to be used by the County to pay for banking related obligations of the County.
4. For computation of Earnings Credit Rate, see Appendix C, Price Schedule.

**H. Staffing Requirements**

The Contractor shall:

1. Maintain sufficient staff to support the required services at all times, without interruption, due to personnel turnover, vacations, illness or other internal disruptions.
2. Provide listing of direct contact names, e-mail addresses, and phone numbers for all staff interacting with County.
3. Update and provide to the County current contact names as changes occur.
4. Provide in advance to the County a list of the Contractor's main contacts in case of an emergency.

**I. ACH and Wire Transfers**

The County sets ACH block on all accounts. The County may require that ACH tracking numbers be provided by the Contractor for ACH transactions coming into the accounts.

**J. Change Processing**

No Change Processing is required for this account.

**K. Emergency Contingency**

No Emergency contingency is required at this time.

In addition to all services listed herein, the Contractor shall perform all other services fundamental to banking services in all Group A Accounts.

**APPENDIX C - PRICE SCHEDULE**  
**General Operating Accounts - Group A Accounts**  
**Wachovia Bank National Association**

The not-to-exceed per unit prices for providing the Services and products as stated in Appendix B are provided below, excluding the Services found in Section 12, Merchant Processor Services (which will be provided for in Appendix D), and excluding the Purchasing Card (P-Card) Services found in Appendix A, Section 4(A), Optional Services (which are provided for in Appendix E).

**Notes:**

1. Any additional related Services not included herein shall be negotiated on a service by service basis.
2. Miami-Dade County is exempt from all taxes (Federal, State, and Local). Tax Exemption Certificate furnished upon request.

<b>SERVICE DESCRIPTION</b>	<b>Per Unit Price (\$)</b>
<b>GENERAL SERVICES</b>	
Overdraft Fee	0.000
NSF Charge	0.000
Checks Paid	0.045
BR-Strapped Currency Provided	0.250
BR-Cash Deposit Fee per 100	0.009
Return of Internal Documents	0.000
BR-Non-Standard Cash Processing Surchg	0.000
BR-Coin Dep. Processing Surcharge per 100	0.000
Account Maintenance	7.000
Non Depositor Check Cashing Fee	0.000
Master Account Maintenance	0.000
Sub Account Maintenance	0.000
Deposit Item Image: Maintenance	35.000
Deposit Image Loaded - WEB RPTG SYS	0.030
Deposited Items	0.020
<b>RETURNS</b>	
Telephone Notification Maintenance	7.500
Deposited Items-Charged Back	1.000
Redeposited Items	0.500
RCK Additional Fax Locations	0.500
Deposit Image Loaded - WEB RPTG SYS	0.015

**ACH**

Miscellaneous Items Paid	0.040
ACH Return-Paper Report	0.000
Block ACH Transaction	15.000
Addenda Originated	0.000
Deposits	0.100
PDM Location Storage Maint	0.000
ACH Returns	3.000
ACH Received Entries File Transmission	0.000
ACH Unauthorized Trans-Returned	20.000
ACH Originated Items - Tel Debit	0.025
ACH Originated Items-PPD Debit	0.025
ACH Originated Items-PPD Credit	0.025
ACH Originated Items-CTX Debit	0.025
ACH Originated Items-CTX Credit	0.025
Notifications of Change	3.000
EFTPS Fed-State Payment	3.500
EFTPS Plus Fax Receipt	2.000
EFTPS Plus Mail Receipt	1.000

**PAPER DISBURSEMENT SERVICES**

Paid Check Image Maintenance	35.000
Paid Check Image CD Rom per Item	0.020
Paid Check Image CD Rom per CD	10.000
Paid Item Rejects	0.000

**CUSTOMER CASH LETTER**

Deposits	0.100
Encoded Deposited Items	0.020
Unencoded Deposit Items	0.020

**DATA EXCHANGE**

BAI Data Direct to Customer/Item	0.015
BAI Transmission	200.000

**INTEGRATED PAYABLE & RECEIVABLES**

Returns Reporting Faxed Reports	1.000
Returns Reporting Email Reports	1.000

**INTEGRATED RECEIVABLES**

Receivables/PMT Reporting Email Rep	5.000
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**CASH SERVICES**

MC-Disposable Bags Processed	0.250
MC-Strapped Currency Provided	0.250
MC-Deposit Corrections	6.000
MC-Coin Deposited-Full Standard Bag	0.500
MC-Cash Deposit Proc Non-Std Bills	0.009
MC-Cash Deposit Sorted Bills	0.0035
MC-Cash Deposit Processing	0.009
Coin Currency Orders	3.000

**PAID CHECK IMAGE**

Paid Check Image Maintenance	35.000
Paid Check Image: CD Rom Per Item	0.020
Paid Check Image: CD Rom Per CD	10.000
Paid Check Image Loaded - WEB RPTG SYS	0.015

**ACCOUNT RECONCILEMENT**

Interim Listing of Paid Items	0.010
Outstanding Issue Items on File	0.000
Deposit Reconciliation Per Deposit	0.075
Dep Recon Monthly Maintenance	15.000
Serial Sort Per Item	0.025
Positive Pay Monthly Maintenance	0.000
Full Reconciliation Per Item	0.040
Account Recon Output Transmission	0.000
Postage/Item	0.000
Full Recon Weekly Maintenance	150.000
Full Recon Monthly Maintenance	15.000
ARP Payee Match Positive Pay/Item	0.020
Pos Pay exception Item Image	1.000
Postage/Mailing-Fed Exp	25.000
Outgoing Transmission Detail Per Item	0.0027

**REMOTE DEPOSIT CAPTURE**

RDC Volume	0.150
RDC ON US ITEMS	0.015
RDC LOCATIONS	30.000
RDC IRD ITEM CLEARING	0.050

**WEB INFORMATION REPORTING SYSTEM**

FAX RETURN ITEM	1.000
EMAIL RETURN ITEM REPORT	4.000
EMAIL RETURN ITEM	0.500
ELECTRONIC ADVICE	0.000
Prior Day ACCESS	0.000
CD ACCESS	2.500
CURR DAY EXT DET	0.000
RETURN ITEM	0.015
CHECK STATUS INQUIRY	0.000
STOP PAYMENT	4.000
IMAGE	0.500
Prior day Items Loaded	0.015

**GLOBAL WIRE TRANSFERS**

Incoming Wire	3.000
Incoming International Wire	25.000
Outgoing Non-Repetitive (done by fax)	4.000
Outgoing Intl Non-Repetitive USD (done by fax)	6.000
Wire Transfer Advice	0.000
Wire Template Storage	0.000
Book Transfer Debit (done by fax)	0.750
Debit Posted	0.000
Deposits	0.000

**LOCKBOX INFORMATION**

<b>SERVICE DESCRIPTION</b>	<b>Per Unit Price (\$)</b>
<b>RETAIL LOCKBOX</b>	
Monthly Maintenance	175.000
Items Processed	0.085
Partial Payments	0.000
Multiple Items	0.000
Non-Processable Items	0.100
Post Office Returns	1.000
Special Logs	500.000
Data Transmission Maintenance	0.000
Items Transmitted	0.000
Stop File Monthly Maintenance	150.000
Programming	0.000
CD-Rom Monthly Maintenance	200.000
CD-Rom Per CD	15.000
CD-Rom Per Item	0.005
File Consolidation	0.000
Check Only	0.140
Special Sorting	0.100
Return Documents	0.000
Image Archive Monthly Maintenance (18 mos. on-line)	250.000
Image Retrieval	0.012
Columbus Dep Items	0.020

**WHOLESALE LOCKBOX**

Standard Item Processed	0.140
Check Image/Photocopy	0.100
Correspondence/Unprocessables	0.100
Deposit Prep Charge	1.250
Monthly Maintenance	105.000
Programming Charges	0.000
Post Office Box Rental/Annual	0.000
Post Office Returned Mail	1.000
Value-Added Keying	0.010
Monthly Transmission Maintenance	150.000
Bank Web System - LBX Summary Report	25.000
Fax Notification	125.000
First Class/Postage	0.000
Interoffice Mail Per Box	150.000
Special Reassociations	0.000
Restrictive Processing	0.120

**WHOLETAIL LOCKBOX**

Wholesale Scannable Singles Fullpay	0.290
WHOLETAIL LOCKBOX MAINTENANCE	115.000

**E-BOX**

Concentration Payment	0.250
Monthly Payment	100.000
Data Consolidation	125.000
Data Transmission Maintenance	150.000
Fax/E-mail Detail Report	0.500
Stop Payment File	150.000
Fax/E-mail Totals Report	50.000
Fax/E-mail Reject Report	55.000

**SAFEKEEPING SERVICES**

<b>SERVICE DESCRIPTION</b>	<b>Price (\$)</b>
<b>Holding Fees (per cusip/annual)</b>	
Maintenance Fee - DTC Location	15.00
Maintenance Fee - Federal Reserve Location	15.00
<b>Transaction Fees (per transaction)</b>	
Federal Reserve - Maturities	7.00
Purchases	7.00
Sales	7.00
Maturities (other than Federal Reserve)	7.00
Calls	7.00

**INTEREST EARNINGS**

The Earnings Credit Rate (ECR) is calculated utilizing the weekly average auction prices of the Three-Month Treasury Bills as stated in *The Wall Street Journal* plus five (5) basis points. The average price of the four latest Three-Month Treasury Bill auctions, prior to billing date, will be averaged and used. Additionally, the Contractor shall provide a higher ECR if Contractor's internal discretionary List Rate is higher than the above referenced calculation.

**APPENDIX D - PRICE SCHEDULE**  
**General Operating Accounts - Group A Accounts**  
**Wachovia Bank National Association**

**Merchant Processor Fees**

The not-to-exceed fees for providing the services and products as stated in Appendix B, Section 12, Merchant Processor Services shall apply as stated below should the County allow the Contractor to assign these services to the identified vendor for these services in the Contractor's Proposal and the County, Contractor and vendor agree to the terms and conditions for providing the services. Alternatively, the County reserves the right to allow another vendor to provide the services, to allow the Contractor to provide the services, or to allow Contractor to assign the services to another vendor pursuant to Article 19 of the Contract. The latter two shall be based upon the prices, terms and conditions as agreed by the County and Contractor and, in the case of assignment, the vendor to be assigned the services.

**Notes:**

1. Any additional related Services not included herein shall be negotiated on a service by service basis.
2. Miami-Dade County is exempt from all taxes (Federal, State, and Local). Tax Exemption Certificate furnished upon request.
3. This Appendix includes two Schedule A - Schedule of Fees: one for Tax Collector and one for all other.

**MERCHANT CREDIT CARDS****ACCEPTANCE OF CREDIT CARDS****RATE (QUALIFIED TRANSACTIONS)**

A. DISCOVER	\$ <u>2.05%</u>
B. AMERICAN EXPRESS	\$ <u>0.05</u>
C. VISA	\$ <u>2.05%</u>
D. MASTER CARD	\$ <u>2.05%</u>

**PER TRANSACTION FEE  
FOR NON QUALIFIED TRANSACTIONS**

A. DISCOVER	\$ <u>2.05%</u>
B. AMERICAN EXPRESS	\$ <u>0.05</u>
C. VISA	\$ <u>2.05%</u>
D. MASTER CARD	\$ <u>2.05%</u>

**PER TRANSACTION FEE  
FOR PARTIALLY QUALIFIED TRANSACTIONS**

A. DISCOVER	\$ <u>2.05%</u>
B. AMERICAN EXPRESS	\$ <u>0.05</u>
C. VISA	\$ <u>2.05%</u>
D. MASTER CARD	\$ <u>2.05%</u>

**ACCEPTANCE OF DEBIT CARDS**

**PER TRANSACTION FEE**

REGIONAL NETWORKS	\$ <u>Pass-Through+.07%</u>
NATIONAL NETWORKS	\$ <u>Pass-Through+.07%</u>

**OTHER PROCESSING FEES**

**VOICE AUTOMATED AUTH./SETTLEMENT**

**PER TRANSACTION FEE**

A. DISCOVER	\$ <u>0.65</u>
B. AMERICAN EXPRESS	\$ <u>0.65</u>
C. VISA	\$ <u>0.65</u>
D. MASTER CARD	\$ <u>0.65</u>

ADDITIONAL LOCATION SET UP FEE	\$ <u>N/A</u>
ON-SITE TERMINAL SET-UP AND TRAINING	\$ <u>*See Schedule A</u>

DEBIT CARD NETWK ACTIVATION FEE	\$ <u>N/A</u>
MONTHLY STATEMENT FEE	\$ <u>5.00</u>
NETWORK MONTHLY MINIMUM, IF APPLICABLE	\$ <u>N/A</u>

VOICE AUTH. PER ITEM (LIVE OPERATOR ASSISTED)	\$ <u>0.90</u>
VOICE AUTH. w/AVS PER ITEM	\$ <u>0.90</u>

MAINTENANCE FEE (DBA OR DDA# CHANGE)	\$ <u>N/A</u>
CHARGEBACK FEE	\$ <u>20.00</u>
RESEARCH FEE	\$ <u>N/A</u>

EQUIPMENT SWAP FEE	\$ <u>150.00</u>
--------------------	------------------

PIN-BASED DEBIT - ONLINE DEBIT RATE	\$ <u>Pass-Through+.07%</u>
-------------------------------------	-----------------------------

**PIN-PAD SOLUTIONS**

PIN-Pad Verifone 1000SE	\$ <u>89.00</u>	(per unit)
PIN-Pad Hypercom S9	\$ <u>129.99</u>	(per unit)
(list other possible brands below)	\$ <u>*See Schedule A</u>	(per unit)

**Web Based Solutions for E CHECK**

CONVERSION w/GUARANTEE	\$ *See Schedule A
COST PER CHECK PROCESSED	\$ *See Schedule A
MONTHLY MINIMUM PER LOCATION	\$ *See Schedule A
CONVERSION w/VERIFICATION	\$ *See Schedule A
RETURN FEES (NSF)	\$ *See Schedule A
NON QUALIFIED CHECKS REPAIR AND PROCESS	\$ *See Schedule A
WEB ACCESS	\$ 29.95

**E COMMERCE****TELEPHONE AND WEB BASED TRANSACTIONS****QUALIFIED TRANSACTIONS**

A. DISCOVER	\$ 2.05%
B. AMERICAN EXPRESS	\$ 0.05
C. VISA	\$ 2.05%
D. MASTER CARD	\$ 2.05%

**NON QUALIFIED TRANSACTIONS**

A. DISCOVER	\$ 2.05%
B. AMERICAN EXPRESS	\$ 0.05
C. VISA	\$ 2.05%
D. MASTER CARD	\$ 2.05%

## SCHEDULE A - SCHEDULE OF FEES

### I. ASSUMPTIONS / MERCHANT PROFILE

Legal Entity Name	Miami Dade County
Business Segment	Services_Government
Category Description	Government Services-Not Elsewhere Classifi
MCC	9399
Multiple MCCs?	No
Locations	76
Initial Contract Term (yrs)	5
Date Fees Last Updated	

	Annual Volume	Average Ticket	Annual Transactions
VISA	\$ 31,570,000	\$ 95.00	332,316
MasterCard	\$ 13,530,000	\$ 95.00	142,421
Discover	\$ 32,000	\$ 166.00	193
American Express	\$ 9,079,083	\$ 132.00	68,781
JCB & Diners	\$ -	\$ -	0
PIN-Debit	\$ 295,198	\$ 45.00	6,560
Checks	\$ 5,115,554	\$ 151.00	33,878
EBT	\$ -	\$ -	0
PIN-Debit			0
<b>Total</b>	<b>\$ 59,621,835</b>	<b>\$ 102.07</b>	<b>584,148</b>

### II. ACCOUNT IMPLEMENTATION & MAINTENANCE FEES

	Merchant Fee	Application	Comments
Account Set-Up & Implementation Fee	\$ -		Waived
Application Fee	\$ -		Waived
Rush Fee	\$ -		Waived
Monthly Statement Fee	\$ 5.00	Per MID	
Supply Fee	Pass-Through		RR Donnelly
Terminal reprogram Fee (per unit)	\$ -		Waived
Onsite Training	\$ -		
Research Fee	\$ -		Waived
Other Fee	\$ -		

### III. CARD PROCESSING FEES

Pricing Type: **Tiered**

Tiered Rate Pricing -The rate will be determined by the data elements passed at the time the transaction settled. \*2.05% Flat Rate ("Equivalent of Interchange/Assessment Costs" 2.03% + 0.02% Elavon markup); \*\*1.95% Flat Rate (Contingent on Tax Collector convenience fee model implementation. Rate available after 1-Full Month of Tax Collector convenience fee model implementation, and contingent upon Tax Collector convenience fee model continuous processing for all future months to avoid price adjustment to "Equivalent of Interchange/Assessment Costs" + Elavon markup 0.02%.)

Elavon reserves the right to adjust the component aspect of "Equivalent of Interchange/Assessment Costs" % within the \*Flat Rate% fee (current equivalent of 2.03%), accordingly based on imposed associations' increases or if County does not follow industry best practices relative to electronic payment processing interchange management, including but not limited to address verification service (AVS), daily settlement all batches for payment in exchange for a Flat Rate %. Historically, Elavon's entire portfolio is generally affected by the associations' annual adjustments on average of 0.02%.

	**With Tax Collector Module Implementation	*Without Tax Collector Module Implementation
Qualified Credit Rate	1.9500%	2.0500%
Qualified Rewards Rate	1.9500%	2.0500%
Mid-Qual Credit Rate	1.9500%	2.0500%
Commercial Non Qual Rate	1.9500%	2.0500%
Non-Qual Credit Rate	1.9500%	2.0500%

Billing Method: **Net**

Interchange fees will be assessed on net (sales minus returns) Visa, MasterCard, and Discover settled volume. Assessments will be paid on all settled volume. Assessments are not refunded on returns or chargebacks.

## SCHEDULE A - SCHEDULE OF FEES

### IV. AUTHORIZATION FEES - Servicer

Telecom Method	IP	
Additional Fee for Telecom	N/A	
Visa	N/A	
MasterCard	N/A	
American Express	\$ 0.0500	
Diners	N/A	
JCB	N/A	
EBT	N/A	
PIN-Debit	Pass-Through+0.07%	Pass-Through
Other Card Type	N/A	0.0000%
Other Card Type	N/A	0.0000%
Voice (VRU) Authorization	\$ 0.65	
Voice Authorization with Address Verification	\$ 0.90	
Operator-Assist Authorization	\$ 0.90	
Bank Referral Authorization	\$ 4.00	

### V. OTHER TRANSACTION FEES & SERVICES

Batch Header Fee (per occurrence)	N/A
AVS Fee (per occurrence)	N/A
ACH Fee (per occurrence)	N/A
ACH Returned Item Fee (per occurrence)	N/A
FedWire Settlement (per occurrence, where available)	N/A
Chargeback Fee (per occurrence)	\$ 20.00
Monthly Minimum (per location)	Waived
Monthly Minimum Start Date	N/A
Other Fee	N/A
DCC (Dynamic Currency Conversion)	
Set-Up Fee	N/A
Rebate %	1.00%
Other Fee	N/A

### VI. OPTIONAL SERVICES

#### A. Reporting

#### B. Foreign Networks & Gateways

Using a third party network or gateway below requires Servicer to add an additional fee per authorization. For foreign networks, this is a separate authorization fee, and for gateways, this Servicer fee will be added to the Servicer authorization fee noted in Section IV.

	Dial	IP
<input checked="" type="checkbox"/> TSYS Acquiring Solutions (Vital) Foreign Network	\$ 0.040	\$ 0.020
<input type="checkbox"/> ADS Foreign Network		
<input type="checkbox"/> BuyPass Foreign Network		
<input type="checkbox"/> Global (Mapp or NDC) Foreign Network		
<input type="checkbox"/> MerchantLink Gateway		
<input type="checkbox"/> Pay by Touch Gateway		
<input type="checkbox"/> Other		

#### C. Equipment/Software

Equipment Type	Purchase Price/Unit	Monthly Fee	Application
Verifone 3730LE/Hypercom T7Plus	\$ 299.00	\$ -	Per Unit
VirtualMerchant	\$149 (1-time fee)	See Comments	Per Relationship

## SCHEDULE A - SCHEDULE OF FEES

Mini Wedge USB	\$ 79.00	\$ -	Per Unit
P1000SE PIN-Pad	\$ 89.00	\$ -	Per Unit
RDM6111i Check Imager	\$ 399.00	\$ -	Per Unit

**Notes:** 1) Shipping and handling fees are included in the equipment price. 2) All newly purchased equipment from Servicer is warranted for one year from date of purchase. Servicer will replace defective equipment. Merchant will pay a \$35/unit swap fee for the shipping and handling of the replacement equipment. After the first year, merchant will be quoted a new equipment cost based on market pricing. 3) Merchant owned equipment is not warranted by Servicer, but Merchant may purchase new equipment at market pricing from Servicer. 4) See additional pricing sheet as needed.

### VII. VALUE ADDED PRODUCTS

#### Electronic Check Service

##### A. Service Level and Processing Fees:

###### Conversion with Guarantee\*\*\*

Guarantee Rate 1.98% Per Transaction \$ 0.320

###### Conversion with Verification

Per Transaction\* \$ 0.240 Guarantee Check Limit Division Specific

###### Conversion with Verification and Collections\*\*

Per Transaction\* \$ 0.240

###### Conversion Only

Per Transaction\* \$ 0.230

###### Conversion Only with Collections\*\*

Per Transaction\* \$ 0.230

##### Combination Service (Select any two)

###### Conversion with Guarantee\*\*\*

Transactions from N/A to N/A  
Guarantee Rate N/A Per Transaction N/A  
Guarantee Check Limit N/A

###### Conversion with Verification

Transactions from N/A to N/A  
Per Transaction\* N/A

###### Conversion Only

Transactions from N/A to N/A  
Per Transaction\* N/A

##### Returns Management\*\*\*

Per Returned Item \$ 3.000

\*The Per Transaction fee applies to the original ECS transaction, voids/reversals, declines, and to any resubmissions of returned Items

\*\*Collections service options are not available for WEB, TEL, or PPD Transactions

\*\*\*No return or resubmission fees apply to returned conversion with guarantee transactions

##### Imaging Option Fees:

###### Cash Office Image (COI)

ECS Equipment/Software	<u>N/A</u>	per license/unit (Includes Magtek Excella and bay6 software)
COI Software License Fee	<u>N/A</u>	per license
COI Maintenance Fee	<u>N/A</u>	per year

###### Centralized/Enterprise Image (CI)

COI Software License Fee	<u>N/A</u>	per license
COI Maintenance Fee	<u>N/A</u>	per year

###### Outsourced Image (OSI)

###### UPS:

Initial & Reorder Supplies/Submission Slips	<u>N/A</u>	^
UPS Set-Up Fee	<u>N/A</u>	per set-up

Transportation costs for Paper Check pick-up and delivery will be passed through to Merchant without mark-up. Costs for supplies will be paid by Merchant direct to UPS.

###### Courier:

Initial & Reorder Supplies/Submission Slips	<u>N/A</u>	^
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Transportation costs for Paper Check pick-up and delivery will be paid by Merchant direct to their selected courier service. Costs for supplies will be paid by Merchant to Servicer, and will be passed-through to Merchant without mark-up.

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## SCHEDULE A - SCHEDULE OF FEES

### Merchant-directed Delivery:

Initial & Reorder Supplies/Submission Slips

N/A

^

### Paper Check Request Fees from OSI IP Site

N/A

per item (available for 45 days from Transaction date)

^ Pass-through fees include any applicable taxes, shipping, handling or rush order charges.

### B. Optional ECS Services

Deferred Settlement Option

Call

per manual Paper Check image match (including MICR misreads)

NSF Service Fee Processing

\$ 2.50

per NSF Item

#### Custom Returns File Management

Returns File Delivery to Merchant Designated Collector

Call

per file

Fatal Returns Data Entry

Call

per fatal return item

#### Train the Trainer/Operations Training

WebEx

Call

In-person

Call

Enquire Online Reporting

\$ 24.95

per user ID per month

### VIII. TERM

Term:

Initial 5-year term with five (5) 1-year options to renew at County's discretion

### Early Termination Fee

N/A

### Comments

ECS Verification Per Transaction Tier Schedule: 75,000-150,000=\$0.21; 150,001-250,000=\$0.18; 250,001-400,000=\$0.16; 401,000-600,000=\$0.15; Greater than 600,000=\$0.145. ECS Conversion Only is \$0.01 less Per Transaction within each Transaction Tier of ECS Verification Per Transaction Tier Schedule.

ECS Verification or ECS Conversion with Collections 80/20 collection success split whereas Elavon retains 20% of collected check face value.

ECS Guarantee base pricing is included in Schedule A, recommend price review for each division separately to achieve most strategic Guarantee pricing.

VirtualMerchant-Monthly Access Fee: Up to 100MIDs \$400; 100+ MIDs \$600 (Relationship Level). Additional equipment/software available.

### MERCHANT ACKNOWLEDGEMENT

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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## SCHEDULE A - SCHEDULE OF FEES

### I. ASSUMPTIONS / MERCHANT PROFILE

Legal Entity Name	Miami Dade County
Business Segment	Services_Government
Category Description	Government Services-Not Elsewhere Classifi
MCC	9399
Multiple MCCs?	No
Locations	1 - Tax Collector Division
Initial Contract Term (yrs)	5
Date Fees Last Updated	

	Annual Volume	Average Ticket	Annual Transactions
VISA	\$ 70,000,000	\$ 500.00	140,000
MasterCard	\$ 20,000,000	\$ 500.00	40,000
Discover	\$ 10,000,000	\$ 500.00	20,000
American Express	N/A		0
JCB & Diners	N/A	\$ -	0
Checks	N/A	\$ -	0
EBT	N/A	\$ -	0
Other	N/A	\$ -	0
<b>Total</b>	<b>\$ 100,295,198</b>	<b>\$ 485.55</b>	<b>206,560</b>

### II. ACCOUNT IMPLEMENTATION & MAINTENANCE FEES

	Merchant Fee	Application	Comments
Account Set-Up & Implementation Fee	\$ -		Waived
Application Fee	\$ -		Waived
Rush Fee	\$ -		Waived
Monthly Statement Fee	\$ 5.00	Per MID	
Supply Fee	Pass-Through		RR Donnelly
Terminal reprogram Fee (per unit)	\$ -		Waived
Onsite Training	\$ -		N/A
Research Fee	\$ -		Waived
Other Fee	\$ -		N/A

### III. CARD PROCESSING FEES

Pricing Type: **Tiered**

Tiered Rate Pricing - The rate will be determined by the data elements passed at the time the transaction settled.

	Tax Collector	Per Item (\$)
Qualified Credit Rate	2.3500%	
Qualified Rewards Rate	2.3500%	
Mid-Qual Credit Rate	2.3500%	
Commercial Non Qual Rate	2.3500%	
Non-Qual Credit Rate	2.3500%	

**Billing Method:** **Net**

Interchange fees will be assessed on net (sales minus returns) Visa, MasterCard, and Discover settled volume. Assessments will be paid on all settled volume. Assessments are not refunded on returns or chargebacks.

### IV. AUTHORIZATION FEES - Servicer

Telecom Method	IP
Additional Fee for Telecom	N/A
Visa	N/A
MasterCard	N/A
American Express	N/A
Diners	N/A
JCB	N/A

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**SCHEDULE A - SCHEDULE OF FEES**

EBT  
Other Card Type  
Other Card Type  
Voice (VRU) Authorization  
Voice Authorization with Address Verification  
Operator-Assist Authorization  
Bank Referral Authorization

N/A	
N/A	N/A
N/A	N/A
\$ 0.65	
\$ 0.90	
\$ 0.90	
\$ 4.00	

**V. OTHER TRANSACTION FEES & SERVICES**

Batch Header Fee (per occurrence)  
AVS Fee (per occurrence)  
ACH Fee (per occurrence)  
ACH Returned Item Fee (per occurrence)  
FedWire Settlement (per occurrence, where available)  
Chargeback Fee (per occurrence)  
Monthly Minimum (per location)  
Monthly Minimum Start Date  
Other Fee  
Other Fee

N/A
N/A
N/A
N/A
N/A
\$ 20.00
Waived
N/A
N/A
N/A

**VI. OPTIONAL SERVICES****A. Reporting****B. Foreign Networks & Gateways**

Using a third party network or gateway below requires Servicer to add an additional fee per authorization. For foreign networks, this is a separate authorization fee, and for gateways, this Servicer fee will be added to the Servicer authorization fee noted in Section IV.

- ☐ TSYS Acquiring Solutions (Vital) Foreign Network  
☐ ADS Foreign Network  
☐ BuyPass Foreign Network  
☐ Global (Mapp or NDC) Foreign Network  
☐ MerchantLink Gateway  
☐ Pay by Touch Gateway  
☐ Other

Dial	IP

**C. Equipment/Software****VII. VALUE ADDED PRODUCTS****VIII. TERM**

Term:

Initial Term of five (5) years with five (5) one (1) year Renewal Terms

**Comments**

The Initial Government/Public Institution Service Fee amount is 2.35% of the Eligible Transaction amount, but Elavon reserves the right to change the Government/Public Institution Service Fee amount in the event that combined interchange, dues, assessments are greater than 2.00%. VISA Check Cards will process within regulations of \$3.95 max Convenience Fee per transaction with a transaction cap of \$1,200.00.

**MERCHANT ACKNOWLEDGEMENT**

Signature: \_\_\_\_\_

**SCHEDULE A - SCHEDULE OF FEES**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPENDIX E- PRICE SCHEDULE**  
**General Operating Accounts - Group A Accounts**  
**Wachovia Bank National Association**

**Purchasing Card (P-Card) Program**

The not-to-exceed prices for providing the services and products as stated in Appendix A, Section 4, Optional Services, Item A, are provided below.

**Notes:**

1. Any additional related Services not included herein shall be negotiated on a service by service basis.
2. Miami-Dade County is exempt from all taxes (Federal, State, and Local). Tax Exemption Certificate furnished upon request.

	<b>GENERAL PRODUCT FEE</b>
Payment Method:	>> ACH Debit
Applicable Fee	>> N/A
Annual Card Fee (per card):	>> \$10 - Express card (overnight delivery) fee >> Waived - non-express
Late Fee:	>> N/A
Periodic Finance Charge:	>> N/A
Cash Advance Fee:	>> 2%, \$2 Minimum
Over-limit Fee:	>> N/A
Returned Payment Fee:	>> N/A
Copy Fee:	>> Waived
Logo Fee:	>> \$300 (Hot-Stamped Logo)
Unique Card Design Fee:	>> Cost varies depending upon complexity of design and requires minimum card order of 1,000 cards. Not all cards must be immediately issued. Contractor will hold remainder. County can use remaining as re-issues for next year's cards.
Selection of Settlement Period (Indicate the Settlement Period or number of days after the statement closing date within which payment is due).	>> <u>15</u> days
This coverage will offer up to \$500,000.00 in automatic common carrier travel, accidental death and dismemberment insurance when employees charge the entire cost of the passenger fare for land, sea, or air public transportation on their Cards. A disclosure, which outlines the program details, will be provided to Company and Cardholders.	>> \$ <u>500,000.00</u>

	<b>ELECTRONIC PRODUCT FEE SCHEDULE</b>
Desktop Software	>> Waived
Desktop Updates	>> Waived
Internet Software: (For company and participants only one license fee of \$ applies)	>> Waived
Standard Electronic File Delivery Options	>> Waived
Standard Reports:	>> Waived
Custom Reports:	>> Waived
Custom Interface:	>> Waived
Software Training:	>> Waived - In person or Webex training

**REBATE PROGRAM SCHEDULE**

	<b>Commercial Card Rebate Options</b>			
	<b>Monthly Payments w/ 15 Days to Pay</b>	<b>Monthly Payments w/ 10 Days to Pay</b>	<b>Monthly Payments w/ 5 Days to Pay</b>	<b>Monthly Payments w/ 0 Days to Pay</b>
	0.80%	0.87%	0.93%	0.99%
	0.90%	0.97%	1.03%	1.09%
	0.95%	1.02%	1.08%	1.14%
	1.00%	1.07%	1.13%	1.19%
	1.10%	1.17%	1.23%	1.29%

**Commercial Card Rebate Notes:**

1. Once spending tier has been reached, rebate calculation goes back to first dollar spent during that rebate period.
2. Rebate payment requires average transaction size of at least \$200.00.
3. Rebate paid annually based on prior year spend volume.
4. Contractor reserves the right to segregate "Large Ticket Transactions" spending as qualified by Visa as applicable. The term "Large Ticket Transaction" as used herein shall mean certain transactions subject to select transaction requirements, qualified and determined by Visa, in its sole and absolute discretion. Such Visa transaction qualification requirements for large ticket interchange shall include, but not be limited to: custom payment service qualification with Level II and Level III data included with the transaction, registration with Visa U.S.A. by participating merchants and payment of a merchant registration fee. The individual transaction size must be \$4,653.33 or greater to qualify assuming the other requirements have been met by the participating merchant and the merchant is enrolled in the Visa Large Ticket program. All non-travel service Merchant Category Codes (MCC) are eligible. Transactions that qualify as a "Large Ticket Transaction" allow the merchant to receive discounted interchange fee's on the specific transaction, which is why Contractor reserves the right to segregate this spending from the total spending on the program for rebate calculation purposes.

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# Memorandum



**Date:** October 2, 2009

**To:** George M. Burgess  
County Manager

Harvey Ruvin  
Clerk, Circuit and County Courts

**Thru:** Miriam Singer, CPPO  
Director  
Department of Procurement Management

**From:** Rita Silva, CPPO  
Senior Procurement Contracting Officer  
Negotiation Team

**Subject:** Status Report of Negotiations for RFP No. 8270, Banking Services, and Recommendation to Terminate Negotiations with the Recommended Proposer for Sub-Group B3 Clerk's Accounts and Initiate Negotiations with Another Proposer

The County issued a Request for Proposals to obtain banking services for the County and the Clerk of the Courts. There are five banking account groups. The Evaluation/Selection Committee completed the task of evaluating proposals and submitted its recommendation (see attached Report of Evaluation/Selection Committee), in accordance with the method of selection specified in the solicitation. On August 6, 2008, the proposers recommended for negotiations (see chart below) were approved and the negotiation process began. A series of pre-negotiation strategy meetings and negotiation meetings were held for each account group. Due to the complexity of this project and the amount of time required for negotiations, the Negotiation Team is providing this interim status report. Additionally, authorization is requested to terminate negotiations with the recommended proposer for Sub-Group B3 Clerk's Accounts and to initiate negotiations with another proposer.

## Status of Negotiations:

The proposers approved for negotiations and the status of the negotiations are below. Individual award recommendations will be made as negotiations conclude for each account group. The award recommendation for Sub-Groups B1 and B2 Clerk's Accounts is already being developed.

Account Groups	Proposers Approved for Negotiations	Negotiation Status	Comments
Group A General Operating Account	Wachovia Bank N.A.	Nearing completion	Contract was negotiated and is being sent to proposer for signature. Negotiations may be resumed depending on proposer's response.
Sub-Group B1 Clerk's Accounts	City National Bank	Completed	Contract was negotiated and signed by proposer. Award recommendation is being developed.
Sub-Group B2 Clerk's Accounts	Commerce Bank, N.A. (now TD Bank, N.A.)	Completed	Contract was negotiated and signed by proposer. Award recommendation is being developed.
Sub-Group B3 Clerk's Accounts	Bank of America, N.A.	Not successful	Parties could not agree. Recommending termination of negotiations.
Group C Special Accounts	SunTrust Bank, Inc.	On-going	Negotiation meeting was held on September 21, 2009.

**Recommendation to Terminate Negotiations with Bank of America, N.A.:**

It is recommended that the County terminate negotiations with Bank of America, N.A. for Sub-Group B3 Clerk's Accounts. During the negotiations, the following Bank of America, N.A. requests were discussed:

1. Pass on new Federal Deposit Insurance Corporation insurance costs which are incurred by the bank to the Clerk's Office. The estimated cost to the Clerk's Office is \$30,000 a year in fees.
2. Restructure Account Sub-Group B-3, Clerk's Trust Fund Money Market Account into two accounts. One account would generate interest earnings and one would generate earnings credits (that can be used to pay for account services). This bank cannot pay for interest and services from the same account. Two accounts will cost the Clerk's Office interest income, as the funds in the earnings credits account would not accrue interest.
3. Excess earnings credits will not carry forward from year-to-year, unlike all other recommended banks. Any excess earnings credits not used would be lost and unavailable for use the next year by the Clerk's Office.

Allowing the provisions requested by Bank of America, N.A. is not in the County's best interest. The negotiations have reached an impasse. The proposer was invited to a final negotiation session and advised of the County's position as well as, the County's rights to terminate negotiations. The proposer stated that their position would not change and they would not accept the County's contract without said provisions. Pursuant to the solicitation, Section 1.20, Negotiations: "If the County and the recommended Proposer cannot negotiate a successful contract, the County may terminate said negotiations and begin negotiations with another recommended Proposer." The Negotiation Team recommends termination of the Bank of America, N.A. negotiations.

**Recommendation to Begin Negotiations with City National Bank:**

It is recommended that, if approval is granted to terminate negotiations with Bank of America, N.A. for Sub-Group B3 Clerk's Accounts, negotiations begin with City National Bank for said accounts. The solicitation detailed the process for the Evaluation/Selection Committee to follow in order to determine which proposers to recommend for negotiations. This process and the resulting recommendations are outlined in the attached Banking Services Recommendations. In summary, if the highest ranked Proposer for a particular account group has already been recommended for another account group, the Evaluation/Selection Committee would recommend the next highest ranked Proposer that has not been recommended for award.

The Negotiation Team reviewed the recommendation process from the solicitation as summarized above. However, since all eligible proposers on the Sub-Group B3 Clerk's Accounts have already been recommended for negotiations on another account group, the Negotiation Team recommends the highest ranked proposer, City National Bank, for negotiations. City National Bank has already signed the County's contract for Sub-Group B1 Clerk's Accounts. Therefore, it is anticipated that negotiations with City National Bank for this new account group would primarily be focused on issues specific to these accounts such as fees, thus expediting the negotiation process.

**Negotiation Team:**

This interim report and recommendation is being provided on behalf of the Negotiation Team. The following individuals, as previously identified in the Report of the Evaluation/Selection Committee, are participating in the negotiations:

Rita Silva, Senior Procurement Contracting Officer, Department of Procurement Management  
(as of May 2009, replaced Scott Voelker, Procurement Contracting Officer, who left County service)

Graciela Cespedes, Deputy Director, Finance Department

Chris Hill, Portfolio Manager, Finance Department

Martha Alcazar, Comptroller, Clerk of the Courts

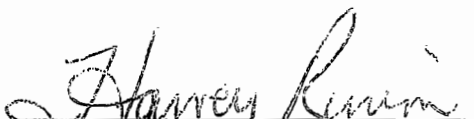
Margaret Enciso, Deputy Comptroller, Clerk of the Courts


**Attachment(s)**

Banking Services Recommendations

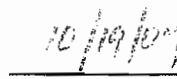
Report of Evaluation/Selection Committee

**Approved**

  
\_\_\_\_\_  
Harvey Ruvin  
Clerk, Circuit and County Courts

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
George M. Burgess  
County Manager

  
\_\_\_\_\_  
Date

**Not Approved**

\_\_\_\_\_  
Harvey Ruvin  
Clerk, Circuit and County Courts

\_\_\_\_\_  
Date

\_\_\_\_\_  
George M. Burgess  
County Manager

\_\_\_\_\_  
Date

# מחזורי חיים

## Summary of Rankings By Account Groups:

otes:  
**green denotes the proposers recommended for negotiations.**

# Memorandum



**Date:** July 28, 2008

**To:** George M. Burgess  
County Manager

Harvey Ruvin  
Clerk, Circuit and County Courts

**Thru:** Miriam Singer  
Director  
Department of Procurement Management

**From:** Scott Voelker  
Procurement Contracting Officer  
Chairperson, Evaluation/Selection Committee

**Subject:** Report of Evaluation/Selection Committee for RFP No. 8270:  
Banking Services  
Request for Approval to Negotiate

The Evaluation/Selection Committee has completed the task of evaluating proposals submitted in response to the above referenced Request for Proposals (RFP) following the guidelines published in the solicitation.

The County issued RFP No. 8270 to obtain banking services for the County and the Clerk of the Courts five banking account groups. The County intended to award one contract for each account group. Proposers were permitted to propose for as many account groups as desired. The five account groups are as follows:

1. Group A - General Operating Account
2. Group B1 - Clerk's Accounts
3. Group B2 - Clerk's Accounts
4. Group B3 - Clerk's Accounts
5. Group C - Special Accounts

**Committee meeting dates:**

January 29, 2009 (kick-off meeting)  
July 7, 2008 (technical and price scoring meeting for Group A Accounts)  
July 16, 2008 (technical and price scoring meeting for Group C Accounts)  
July 18, 2008 (technical and price scoring meeting for Group B1, B2 & B3 Accounts)

**Verification of compliance with contract measures:**

Not applicable since the Review Committee did not assign any contract measures to this solicitation.

**Verification of compliance with minimum qualification requirements:**

The solicitation had minimum qualification requirements which were reviewed by the Chairperson and the two client representatives, Graciela Cespedes (Finance Department) and Martha Alcazar (Clerk of the Courts). Proposals from Great Florida Bank and OneUnited Bank did not meet the minimum qualification requirements. Per the County Attorney's Office memo dated July 11, 2008 (attached), proposals from both proposers were deemed non-responsive.

**Summary of scores:**

The Evaluation/Selection Committee decided not to hold oral presentations, as the proposals did not require further clarification.

The final scores by account groups are as follows:

**Group A Accounts**

<b><i>Proposer</i></b>	<b><i>Technical Score (max. 420)</i></b>	<b><i>Price Score (max. 180)</i></b>	<b><i>Total Combined Score (max. 600)</i></b>
1. Wachovia Bank National Association	389	164	553
2. Bank of America, N.A.	280	122	402

**Group B1 Accounts**

<b><i>Proposer</i></b>	<b><i>Technical Score (max. 420)</i></b>	<b><i>Price Score (max. 180)</i></b>	<b><i>Total Combined Score (max. 600)</i></b>
1. City National Bank	412	176	588
2. Wachovia Bank National Association	354	115	469
3. SunTrust Bank, Inc.	337	126	463
4. Commerce Bank, N.A.	349	111	460
5. Bank of America, N.A.	286	104	390

**Group B2 Accounts**

<b><i>Proposer</i></b>	<b><i>Technical Score (max. 420)</i></b>	<b><i>Price Score (max. 180)</i></b>	<b><i>Total Combined Score (max. 600)</i></b>
1. City National Bank	388	171	559
2. Commerce Bank, N.A.	373	158	531
3. Wachovia Bank National Association	358	126	484
4. SunTrust Bank, Inc.	341	126	467
5. Bank of America, N.A.	297	130	427

**Group B3 Accounts**

<b><i>Proposer</i></b>	<b><i>Technical Score (max. 420)</i></b>	<b><i>Price Score (max. 180)</i></b>	<b><i>Total Combined Score (max. 600)</i></b>
1. City National Bank	397	175	572
2. Commerce Bank, N.A.	382	165	547
3. Wachovia Bank National Association	361	136	497
4. Bank of America, N.A.	339	150	489
5. SunTrust Bank, Inc.	358	129	487

**Group C Accounts**

<b>Proposer</b>	<b>Technical Score (max. 420)</b>	<b>Price Score (max. 180)</b>	<b>Total Combined Score (max. 600)</b>
1. Wachovia Bank National Association	371	164	535
2. SunTrust Bank, Inc.	361	130	491
3. Commerce Bank, N.A.	338	119	457
4. Bank of America, N.A.	288	111	399

**Local Preference:**

Local Preference was considered in accordance with applicable ordinances, but did not affect the outcome.

**Negotiations:**

The Evaluation/Selection Committee recommends that the County enter into negotiations with the proposers identified in the Banking Services Recommendation attachment. This recommendation is in accordance with the method of award specified in the solicitation.

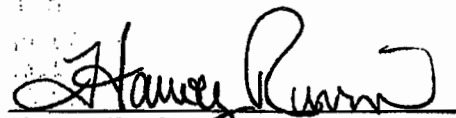
The following individuals will participate in the negotiations:

Rita Silva, Senior Procurement Contracting Officer, DPM  
Scott Voelker, Procurement Contracting Officer, DPM  
Graciela Cespedes, Deputy Finance Director, FIN  
Chris Hill, Portfolio Manager, FIN  
Martha Alcazar, Comptroller, COC  
Margaret Enciso, Deputy Comptroller, COC

**Justification for Recommendation:**

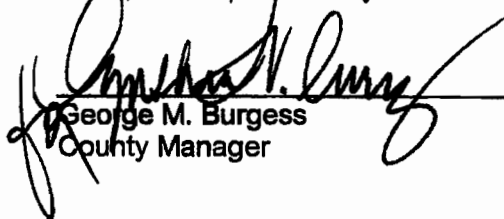
Each of the proposers being recommended for negotiations has the experience, resources and qualifications necessary to service the respective account groups for the County and Clerk of Circuit & County Courts. The recommendations are in accordance with the solicitation and the County's intent to award one account group per selected proposer. Copies of the score sheets are attached for each Evaluation/Selection Committee member, as well as a composite score sheet.

Approved



Harvey Ruvin  
Clerk, Circuit and County Courts

8/4/08  
Date



George M. Burgess  
County Manager

8/6/08  
Date

Memo to George M. Burgess and Harvey Ruvin  
Report of Evaluation/Selection Committee for RFP No. 8270: Banking Services  
Page 4

Not Approved

\_\_\_\_\_  
Harvey Ruvin  
Clerk, Circuit and County Courts

\_\_\_\_\_  
Date

\_\_\_\_\_  
George M. Burgess  
County Manager

\_\_\_\_\_  
Date

Attachment: Banking Services Recommendations

# Memorandum



**Date:** July 18, 2008  
**To:** Honorable Carlos Alvarez, Mayor  
**From:** George M. Burgin  
County Manager  
**Subject:** Out of the Office

As you know, I will be out of the office on Monday, July 21, 2008 through Friday, August 8, 2008 on vacation. In my absence, Assistant County Managers will be responsible for the day-to-day activities of the office as follows:

- Susanne Torriente – Monday, July 21<sup>st</sup> through Friday July 25<sup>th</sup>
- ~~Ailna Tejeda-Hudak – Monday July 28<sup>th</sup> through Friday August 1<sup>st</sup>~~
- Cynthia Curry – Monday August 4<sup>th</sup> through Friday August 8<sup>th</sup>

Thank you.

C: Honorable Chairman Bruno A. Barreiro and Members,  
Board of County Commissioners  
Denis Morales, Chief of Staff, Office of the Mayor  
CEO Staff  
Department Directors

# Memorandum



**Date:** July 11, 2008  
**To:** Scott Voelker  
Department of Procurement Management  
**From:** Oren Rosenthal  
Assistant County Attorney  
**Subject:** Responsiveness of Great Florida Bank and OneUnited Bank to RFP No. 8270,  
Banking Services

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You have asked whether proposals submitted by Great Florida Bank ("GFB") and OneUnited Bank ("OUB"), both of whom are not members of the Federal Reserve System are responsive to RFP No. 8270, Banking Services ("RFP") which requires that all proposers be members as a minimum qualification. For the reasons set forth below, we conclude that GFB and OUB are not responsive to the RFP.

## FACTS

We rely on the information provided in your memorandum regarding this subject dated June 24, 2008 and the accompanying attachments. On February 14, 2008, seven proposals were received for the RFP. During staff's review of the proposals, it was noted that two Proposers, GFB and OUB did not provide documentation demonstrating that they were, at the time of the bid, members of the Federal Reserve System. Section 2.2(A) of the RFP, titled "Minimum Qualifications" requires that: "The Proposer shall, at the time of the proposal due date ... (2) Be a member of the Federal Reserve System." In addition to inquiring of the proposers, staff also contacted the Federal Reserve and reviewed the Federal Reserves' website and concluded that neither of the banks are members of the Federal Reserve System.


According to the County's Department of Finance, membership in the Federal Reserve System provides the County with the assurance that the proposing banks are subject to stringent regulations, oversight and auditing. Moreover, membership in the Federal Reserve System allows access to wire services and other financial transaction services in a far timelier manner than a relationship through a corresponding bank. This time factor is often critical to the County in its banking transactions. Banks must also expend resources in order to become a member of the Federal Reserve System by buying stock in the system and in complying with the System's regulations and oversight.

## DISCUSSION

Based on the above, GFB and OUB have failed to meet a material minimum requirement of the RFP and are thus not responsive. There is a two part test to determine if a specific noncompliance in a proposal constitutes a substantial and thus non-waivable issue: (1) whether the effect of the waiver would be to deprive the County of the assurance that the contract would be entered into, performed and guaranteed according to its specific requirements; and (2) whether it would adversely affect competitive bidding by placing a bidder in a position of advantage over other bidders. See, e.g., Glatstien v. City of Miami, 399 So.2d 1005 (Fla. 3d DCA), rev. denied, 407 So.2d 1102 (Fla. 1981); Robinson Electric Co. v. Dade County, 417 So.2d 1032, 1034 (Fla. 3d DCA 1982) ("A variance is material if it gives the bidder a substantial advantage over other bidders and thereby restricts or interferes with competition.")

Here, staff has represented that the specific nature of the oversight provided by membership in the Federal Reserve as well as the ability of member banks to perform certain transactions that corresponding banks subject to state regulations are unable to perform are critical to the County's use of the services. As such a denial of these assurances and abilities would deny the County the assurance that the contract would be performed and guaranteed according to its specific requirements.

Allowing proposers who do not meet this requirement and who have not had to expend the resources to buy into and subsequently comply with the requirement of maintaining membership in the Federal Reserve would give those proposers a "material advantage" over other proposers and would not allow the selection committee to compare proposals on a level playing field. Accordingly, the proposals are not responsive and should be rejected.

  
\_\_\_\_\_  
Oren Rosenthal

# Banking Services Recommendations

## Method of Award:

Following the evaluation and ranking of the proposals, the Evaluation/Selection Committee will recommend that a contract(s) be negotiated with the highest ranked responsive and responsible proposer for each Account Group, in the prioritized order, as shown below. However, if the highest ranked proposer for a particular Account Group has already been recommended for another Account Group, the Evaluation/Selection Committee will recommend the next highest ranked proposer that has not been recommended for award in another Account Group (if any are available).

## Summary of Rankings By Account Groups:

Prioritized Order	Account Groups	Ranking of Proposers					Recommended Proposer	Justification
		1	2	3	4	5		
1	Group A General Operating Account	Proposer	Wachovia Bank National Assoc.	Bank of America, N.A.			Wachovia Bank National Assoc.	Highest Ranked Proposer
		Score	553	402				
2	Group B1 Clerk's Accounts	Proposer	City National Bank	Wachovia Bank National Assoc.	SunTrust Bank, Inc.	Commerce Bank, N.A.	Bank of America, N.A.	Highest Ranked Proposer
		Score	588	469	463	460	390	
3	Group B2 Clerk's Accounts	Proposer	City National Bank	Commerce Bank, N.A.	Wachovia Bank National Assoc.	SunTrust Bank, Inc.	Bank of America, N.A.	2nd Highest Ranked Proposer (Highest ranked proposer previously recommended)
		Score	559	531	484	467	427	
4	Group B3 Clerk's Accounts	Proposer	City National Bank	Commerce Bank, N.A.	Wachovia Bank National Assoc.	Bank of America, N.A.	SunTrust Bank, Inc.	4th Highest Ranked Proposer (Higher ranked proposer previously recommended)
		Score	572	547	497	489	487	
5	Group C Special Accounts	Proposer	Wachovia Bank National Assoc.	SunTrust Bank, Inc.	Commerce Bank, N.A.	Bank of America, N.A.		2nd Highest Ranked Proposer (Highest ranked proposer previously recommended)
		Score	535	491	457	399		

Notes:

Denotes the proposer recommended for negotiations.

Shaded denotes the proposer previously recommended for negotiations, and therefore not recommended for this account group.

RFP NO. 8270  
BANKING SERVICES  
EVALUATION OF PROPOSALS (Group A - General Operating Account)  
COMPOSITE

SELECTION CRITERIA	PROPOSERS	Maximum Points Per Member	Maximum Total Points (Members)	Bank of America, N.A.	Wachovia Bank National Association
	Proposer's experience, qualifications, and past performance in providing the type of services requested in this Solicitation	30	180	128	168
	Experience and qualifications of key individuals, including individuals of Subcontractors, that will be assigned to this project and experience and qualifications of sub-contractors	10	60	47	57
	Proposer's approach to providing the services requested in this Solicitation, including Account specific approach	30	180	105	164
	<b>Total Technical Points</b> (Total of above rows)	<b>70</b>	<b>420</b>	<b>280</b>	<b>389</b>
	<b>Total Price Points</b>	<b>30</b>	<b>180</b>	<b>122</b>	<b>164</b>
	<b>TOTAL POINTS</b> (Technical + Price)	<b>100</b>	<b>600</b>	<b>402</b>	<b>553</b>

Signature:

*[Signature]*

Chairperson

*[Signature]*

Reviewed by

Date:

*7/23/08*

*7/23/08*

RFP NO. 8270  
BANKING SERVICES  
EVALUATION OF PROPOSALS (Group A - General Operating Account)  
GRACIELA CESPEDES (FIN)

SELECTION CRITERIA	PROPOSERS	Maximum Points Per Member	Bank of America, N.A.	Wachovia Bank National Association
Proposer's experience, qualifications, and past performance in providing the type of services requested in this Solicitation		30	18	28
Experience and qualifications of key individuals, including individuals of Subcontractors, that will be assigned to this project and experience and qualifications of subcontractors		10	9	10
Proposer's approach to providing the services requested in this Solicitation, including Account specific approach		30	15	28
Technical Points (Total of above rows)		70	42	66
Price Points		30	15	30
TOTAL POINTS (Technical + Price)		100	57	96

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RFP NO. 8270  
BANKING SERVICES  
EVALUATION OF PROPOSALS (Group A - General Operating Account)  
CHRISTOPHER HILL (FIN)

SELECTION CRITERIA	PROPOSERS	Maximum Points per Member	Bank of America, N.A.	Wachovia Bank National Association
Proposer's experience, qualifications, and past performance in providing the type of services requested in this Solicitation		30	20	30
Experience and qualifications of key individuals, including individuals of Subcontractors, that will be assigned to this project and experience and qualifications of subcontractors		10	7	10
Proposer's approach to providing the services requested in this Solicitation, including Account specific approach		30	22	29
<b>Total Technical Points</b> (Total of above rows)		70	49	69
<b>Total Price Points</b>		30	20	28
<b>TOTAL POINTS</b> (Technical + Price)		100	69	97

RFP NO. 8270  
BANKING SERVICES  
EVALUATION OF PROPOSALS (Group A - General Operating Account)  
MARTHA ALCAZAR (COC)

SELECTION CRITERIA	PROPOSERS	Maximum Points Per Member	Bank of America, N.A.	Wachovia Bank National Association
Proposer's experience, qualifications, and past performance in providing the type of services requested in this Solicitation		30	25	30
Experience and qualifications of key individuals, including individuals of Subcontractors, that will be assigned to this project and experience and qualifications of subcontractors		10	8	10
Proposer's approach to providing the services requested in this Solicitation, including Account specific approach		30	20	30
<b>Total Technical Points</b> (Total of above rows)		<b>70</b>	<b>53</b>	<b>70</b>
<b>Total Price Points</b>		<b>30</b>	<b>20</b>	<b>28</b>
<b>TOTAL POINTS</b> (Technical + Price)		<b>100</b>	<b>73</b>	<b>98</b>

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RFP NO. 8270  
BANKING SERVICES  
EVALUATION OF PROPOSALS (Group A - General Operating Account)

ADOLPHUS JAMES (COC)

SELECTION CRITERIA	PROPOSERS	Maximum Points for Member	Bank of America, N.A.	Wachovia Bank National Association
Proposer's experience, qualifications, and past performance in providing the type of services requested in this Solicitation		30	18	27
Experience and qualifications of key individuals, including individuals of Subcontractors, that will be assigned to this project and experience and qualifications of subcontractors		10	8	9
Proposer's approach to providing the services requested in this Solicitation, including Account specific approach		30	12	28
<b>Total Technical Points</b> (Total of above rows)		70	38	64
<b>Total Price Points</b>		30	20	25
<b>TOTAL POINTS</b> (Technical + Price)		100	58	89

RFP NO. 8270  
BANKING SERVICES  
EVALUATION OF PROPOSALS (Group A - General Operating Account)  
PETER CHIRCUT (CITY OF MIAMI FINANCE DEPT)

SELECTION CRITERIA	PROPOSERS	Maximum Points Per Member	Bank of America, N.A.	Wachovia Bank National Association
Proposer's experience, qualifications, and past performance in providing the type of services requested in this Solicitation		30	22	25
Experience and qualifications of key individuals, including individuals of Subcontractors, that will be assigned to this project and experience and qualifications of subcontractors		10	7	8
Proposer's approach to providing the services requested in this Solicitation, including Account specific approach		30	18	21
<b>Total Technical Points</b> (Total of above rows)		<b>70</b>	<b>47</b>	<b>54</b>
<b>Total Price Points</b>		<b>30</b>	<b>22</b>	<b>25</b>
<b>TOTAL POINTS</b> (Technical + Price)		<b>100</b>	<b>69</b>	<b>79</b>

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RFP NO. 8270  
BANKING SERVICES  
EVALUATION OF PROPOSALS (Group A - General Operating Account)


ROSELLA DORE (DBD)


SELECTION CRITERIA	PROPOSERS	Maximum Points Per Member	Bank of America, N.A.	Wachovia Bank National Association
Proposer's experience, qualifications, and past performance in providing the type of services requested in this Solicitation		30	25	28
Experience and qualifications of key individuals, including individuals of Subcontractors, that will be assigned to this project and experience and qualifications of subcontractors		10	8	10
Proposer's approach to providing the services requested in this Solicitation, including Account specific approach		30	18	28
<b>Total Technical Points</b> (Total of above rows)		70	51	66
<b>Total Price Points</b>		30	25	28
<b>TOTAL POINTS</b> (Technical + Price)		100	76	94


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RFP NO. 8270  
BANKING SERVICES  
EVALUATION OF PROPOSALS (Group B1 - Clerk's Accounts)  
COMPOSITE

SELECTION CRITERIA	PROPOSERS	Maximum Points Per Member	Maximum Total Points (members)	Bank of America, N.A.	Wachovia Bank National Association	City National Bank	Commerce Bank, N.A.	SunTrust Bank, Inc.
Proposer's experience, qualifications, and past performance in providing the type of services requested in this Solicitation		30	180	138	158	178	157	151
Experience and qualifications of key individuals, including individuals of subcontractors, that will be assigned to this project and experience and qualifications of subcontractors		10	60	46	50	57	47	48
Proposer's approach to providing the services requested in this Solicitation, including Account specific approach		30	180	102	146	177	145	138
<b>Total Technical Points</b> (Total of above rows)		70	420	286	354	412	349	337
<b>Total Price Points</b>		30	180	104	115	176	111	126
<b>TOTAL POINTS</b> (Technical + Price)		100	600	390	469	588	460	463

Signature:  Date: 7/23/08

Chairperson:  Date: 7/23/08

Reviewed by: 

RFP NO. 8270  
BANKING SERVICES  
EVALUATION OF PROPOSALS (Group B1 - Clerk's Accounts)  
MARTHA ALCAZAR (COC)

SELECTION CRITERIA	PROPOSERS	Maximum Points Per Member	Bank of America, N.A.	Wachovia Bank National Association	City National Bank	Commerce Bank, N.A.	Sun Trust Bank, Inc.
Proposer's experience, qualifications, and past performance in providing the type of services requested in this Solicitation		30	28	28	30	28	28
Experience and qualifications of key individuals, including individuals of Subcontractors, that will be assigned to this project and experience and qualifications of subcontractors		10	8	8	10	8	8
Proposer's approach to providing the services requested in this Solicitation, including Account specific approach		30	15	28	30	26	26
<b>Total Technical Points (Total of above rows)</b>		<b>70</b>	<b>51</b>	<b>64</b>	<b>70</b>	<b>62</b>	<b>62</b>
<b>Total Price Points</b>		<b>30</b>	<b>10</b>	<b>20</b>	<b>30</b>	<b>23</b>	<b>24</b>
<b>TOTAL POINTS (Technical + Price)</b>		<b>100</b>	<b>61</b>	<b>84</b>	<b>100</b>	<b>85</b>	<b>86</b>

RFP NO. 8270  
BANKING SERVICES  
EVALUATION OF PROPOSALS (Group B1 - Clerk's Accounts)

CHRISTOPHER HILL (FIN)

SELECTION CRITERIA	PROPOSERS	Maximum Proposer Weight	Bank of America, N.A.	Wachovia Bank National Association	City National Bank	Commerce Bank, N.A.	SunTrust Bank, Inc.
Proposer's experience, qualifications, and past performance in providing the type of services requested in this Solicitation		30	27	28	29	26	28
Experience and qualifications of key individuals, including individuals of Subcontractors, that will be assigned to this project and experience and qualifications of subcontractors		10	8	8	8	6	8
Proposer's approach to providing the services requested in this Solicitation, including Account specific approach		30	23	28	29	27	26
<b>Total Technical Points</b> (Total of above rows)		70	58	64	66	59	62
<b>Total Price Points</b>		30	18	20	30	15	18
<b>TOTAL POINTS</b> (Technical + Price)		100	76	84	96	74	80

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RFP NO. 8270  
BANKING SERVICES  
EVALUATION OF PROPOSALS (Group B1 - Clerk's Accounts)  
GRACIELA CESPEDES (FIN)

SELECTION CRITERIA	PROPOSERS	Maximum Points Per Member	Bank of America, N.A.	Wachovia Bank National Association	City National Bank	Commerce Bank, N.A.	SunTrust Bank, Inc.
Proposer's experience, qualifications, and past performance in providing the type of services requested in this solicitation		30	25	28	30	25	25
Experience and qualifications of key individuals, including individuals of Subcontractors, that will be assigned to this project and experience and qualifications of subcontractors		10	8	9	10	8	9
Proposer's approach to providing the services requested in this Solicitation, including Account specific approach		30	15	20	30	20	19
<b>Total Technical Points</b> (Total of above rows)		70	48	57	70	53	53
<b>Total Price Points</b>		30	25	10	30	12	22
<b>TOTAL POINTS</b> (Technical + Price)		100	73	67	100	65	75

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RFP NO. 8270  
BANKING SERVICES  
EVALUATION OF PROPOSALS (Group B1 - Clerk's Accounts)  
ADOLPHUS JAMES (COC)

SELECTION CRITERIA	Maximum Points Per Member	Bank of America, N.A.	Wachovia Bank National Association	City National Bank	Commerce Bank, N.A.	SunTrust Bank, Inc.
Proposer's experience, qualifications, and past performance in providing the type of services requested in this Solicitation	30	18	24	30	28	25
Experience and qualifications of key individuals, including individuals of Subcontractors, that will be assigned to this project and experience and qualifications of subcontractors	10	7	9	10	9	8
Proposer's approach to providing the services requested in this Solicitation, including Account specific approach	30	12	25	30	28	26
<b>Total Technical Points</b> (Total of above rows)	<b>70</b>	<b>37</b>	<b>58</b>	<b>70</b>	<b>65</b>	<b>59</b>
<b>Total Price Points</b>	<b>30</b>	<b>13</b>	<b>18</b>	<b>30</b>	<b>21</b>	<b>24</b>
<b>TOTAL POINTS</b> (Technical + Price)	<b>100</b>	<b>50</b>	<b>76</b>	<b>100</b>	<b>86</b>	<b>83</b>

RFP NO. 3270  
BANKING SERVICES  
EVALUATION OF PROPOSALS (Group B1 - Clerk's Accounts)  
PETER CHIRCUT (CITY OF MIAMI FINANCE DEPT)

SELECTION CRITERIA	PROPOSERS	Maximum Points Per Member	Bank of America, N.A.	Wachovia Bank National Association	City National Bank	Commerce Bank, N.A.	SunTrust Bank, Inc.
Proposer's experience, qualifications, and past performance in providing the type of services requested in this Solicitation		30	20	25	29	25	20
Experience and qualifications of key individuals, including individuals of Subcontractors, that will be assigned to this project and experience and qualifications of subcontractors		10	7	8	9	8	7
Proposer's approach to providing the services requested in this Solicitation, including Account specific approach		30	22	25	28	24	21
<b>Total Technical Points</b> (Total of above rows)		70	49	58	66	57	48
<b>Total Price Points</b>		30	18	22	28	25	20
<b>TOTAL POINTS</b> (Technical + Price)		100	67	80	94	82	68

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RFP NO. 8270  
BANKING SERVICES  
EVALUATION OF PROPOSALS (Group B1 - Clerk's Accounts)

ROSELLA DORE (DBD)

SELECTION CRITERIA	PROPOSERS	Maximum Points Per Member	Bank of America, N.A.	Wachovia Bank National Association	City National Bank	Commerce Bank, N.A.	SunTrust Bank, Inc.
Proposer's experience, qualifications, and past performance in providing the type of services requested in this Solicitation		30	20	25	30	25	25
Experience and qualifications of key individuals, including individuals of Subcontractors, that will be assigned to this project and experience and qualifications of subcontractors		10	8	8	10	8	8
Proposer's approach to providing the services requested in this Solicitation, including Account specific approach		30	15	20	30	20	20
<b>Total Technical Points (Total of above rows)</b>		<b>70</b>	<b>43</b>	<b>53</b>	<b>70</b>	<b>53</b>	<b>53</b>
<b>Total Price Points</b>		<b>30</b>	<b>20</b>	<b>25</b>	<b>28</b>	<b>15</b>	<b>18</b>
<b>TOTAL POINTS (Technical + Price)</b>		<b>100</b>	<b>63</b>	<b>78</b>	<b>98</b>	<b>68</b>	<b>71</b>

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RFP NO. 8270  
BANKING SERVICES  
EVALUATION OF PROPOSALS (Group B2 - Clerk's Accounts)

COMPOSITE

SELECTION PROPOSERS	CRITERIA	Maximum Points Per Member	Maximum Total Points (8 members)	Bank of America, N.A.	Wachovia Bank National Association	City National Bank	Commerce Bank, N.A.	SunTrust Bank, Inc.
	Proposer's experience, qualifications, and past performance in providing the type of services requested in this Solicitation	30	180	141	158	156	162	148
	Experience and qualifications of key individuals, including individuals of Subcontractors, that will be assigned to this project and experience and qualifications of subcontractors	10	60	46	51	53	49	48
	Proposer's approach to providing the services requested in this Solicitation, including Account specific approach	30	180	110	149	169	162	145
	<b>Total Technical Points</b> (Total of above rows)	70	420	297	358	388	373	341
	<b>Total Price Points</b>	30	180	130	126	171	158	126
	<b>TOTAL POINTS</b> (Technical + Price)	100	600	427	484	559	531	467

Date: 7/23/08

7/23/08

Signature: 

Chairperson: 

Reviewed By: 

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RFP NO. 8270  
BANKING SERVICES  
EVALUATION OF PROPOSALS (Group B2 - Clerk's Accounts)

GRACIELA CESPEDES (FIN)

SELECTION CRITERIA	PROPOSERS	Maximum Points Per Member	Bank of America, N.A.	Wachovia Bank National Association	City National Bank	Commerce Bank, N.A.	SunTrust Bank, Inc.
Proposer's experience, qualifications, and past performance in providing the type of services requested in this Solicitation		30	25	25	25	25	22
Experience and qualifications of key individuals, including individuals of Subcontractors, that will be assigned to this project and experience and qualifications of subcontractors		10	8	9	9	8	9
Proposer's approach to providing the services requested in this Solicitation, including Account specific approach		30	15	25	26	25	20
Total Technical Points (Total of above rows)		70	48	59	62	58	51
Total Price Points		30	26	21	30	28	20
TOTAL POINTS (Technical + Price)		100	74	80	92	86	71

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RFP NO. 8270  
BANKING SERVICES  
EVALUATION OF PROPOSALS (Group B2 - Clerk's Accounts)

CHRISTOPHER HILL (FIN)

SELECTION CRITERIA	PROPOSERS	Maximum Points Per Member	Bank of America, N.A.	Wachovia Bank National Association	City National Bank	Commerce Bank, N.A.	SunTrust Bank, Inc.
Proposer's experience, qualifications, and past performance in providing the type of services requested in this Solicitation		30	25	27	28	27	25
Experience and qualifications of key individuals, including individuals of Subcontractors, that will be assigned to this project and experience and qualifications of subcontractors		10	8	9	9	7	8
Proposer's approach to providing the services requested in this Solicitation, including Account specific approach		30	23	26	28	27	24
<b>Total Technical Points</b> (Total of above rows)		70	56	62	65	61	57
<b>Total Price Points</b>		30	25	26	30	23	24
<b>TOTAL POINTS</b> (Technical + Price)		100	81	88	95	84	81

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**RFP NO. 8270**  
**BANKING SERVICES**  
**EVALUATION OF PROPOSALS (Group B2 - Clerk's Accounts)**

**MARTHA ALCAZAR (COC)**

<b>SELECTION CRITERIA</b>	<b>PROPOSERS</b>	<b>Maximum Points Per Member</b>	<b>Bank of America, N.A.</b>	<b>Wachovia Bank National Association</b>	<b>City National Bank</b>	<b>Commerce Bank, N.A.</b>	<b>SunTrust Bank, Inc.</b>
Proposer's experience, qualifications, and past performance in providing the type of services requested in this Solicitation		30	28	28	28	28	28
Experience and qualifications of key individuals, including individuals of Subcontractors, that will be assigned to this project and experience and qualifications of subcontractors		10	8	8	9	8	8
Proposer's approach to providing the services requested in this Solicitation, including Account specific approach		30	20	26	30	29	26
<b>Total Technical Points (Total of above rows)</b>		70	56	62	67	65	62
<b>Total Price Points</b>		30	15	22	27	29	20
<b>TOTAL POINTS (Technical + Price)</b>		100	71	84	94	94	82

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RFP NO. 8270  
BANKING SERVICES  
EVALUATION OF PROPOSALS (Group B2 - Clerk's Accounts)

ADOLPHUS JAMES (COC)

SELECTION CRITERIA	PROPOSERS	Maximum Points for Weighted	Bank of America, N.A.	Wachovia Bank National Association	City National Bank	Commerce Bank, N.A.	SunTrust Bank, Inc.
Proposer's experience, qualifications, and past performance in providing the type of services requested in this Solicitation		30	18	27	28	29	25
Experience and qualifications of key individuals, including individuals of Subcontractors, that will be assigned to this project and experience and qualifications of subcontractors		10	7	9	9	9	8
Proposer's approach to providing the services requested in this Solicitation, including Account specific approach		30	12	29	29	30	28
<b>Total Technical Points</b> (Total of above rows)		70	37	65	66	68	61
<b>Total Price Points</b>		30	12	17	26	30	15
<b>TOTAL POINTS</b> (Technical + Price)		100	49	82	92	98	76

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RFP NO. 8270  
BANKING SERVICES  
EVALUATION OF PROPOSALS (Group B2 - Clerk's Accounts)

PETER CHIRCUT (CITY OF MIAMI FINANCE DEPT)

SELECTION CRITERIA	PROPOSERS	Maximum Points Per Member	Bank of America, N.A.	Wachovia Bank National Association	City National Bank	Commerce Bank, N.A.	SunTrust Bank, Inc.
Proposer's experience, qualifications, and past performance in providing the type of services requested in this Solicitation		30	20	26	27	28	23
Experience and qualifications of key individuals, including individuals of Subcontractors, that will be assigned to this project and experience and qualifications of subcontractors		10	7	8	9	9	7
Proposer's approach to providing the services requested in this Solicitation, including Account specific approach		30	25	25	26	27	25
<b>Total Technical Points</b> (Total of above rows)		70	52	59	62	64	55
<b>Total Price Points</b>		30	27	25	29	28	27
<b>TOTAL POINTS</b> (Technical + Price)		100	79	84	91	92	82

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RFP NO. 8270  
BANKING SERVICES  
EVALUATION OF PROPOSALS (Group B2 - Clerk's Accounts)  
ROSELLA DORE (DBD)

SELECTION CRITERIA	PROPOSERS	Maximum Points Per Member	Bank of America, N.A.	Wachovia Bank National Association	City National Bank	Commerce Bank, N.A.	SunTrust Bank, Inc.
Proposer's experience, qualifications, and past performance in providing the type of services requested in this Solicitation		30	25	25	30	25	25
Experience and qualifications of key individuals, including individuals of Subcontractors, that will be assigned to this project and experience and qualifications of subcontractors		10	8	8	8	8	8
Proposer's approach to providing the services requested in this Solicitation, including Account specific approach		30	15	18	28	24	22
Total Technical Points (Total of above rows)		70	48	51	66	57	55
Total Price Points		30	25	15	29	20	20
TOTAL POINTS (Technical + Price)		100	73	66	95	77	75

RFP NO. 8270  
BANKING SERVICES  
EVALUATION OF PROPOSALS (Group B3 - Clerk's Accounts)  
COMPOSITE

SELECTION CRITERIA	PROPOSERS	Maximum Points Per Member	Maximum Total Points (6 members)	Bank of America, N.A.	Wachovia Bank National Association	City National Bank	Commerce Bank, N.A.	SunTrust Bank, Inc.
Proposer's experience, qualifications, and past performance in providing the type of services requested in this Solicitation		30	180	158	159	169	166	157
Experience and qualifications of key individuals, including individuals of Subcontractors, that will be assigned to this project and experience and qualifications of subcontractors		10	60	51	54	58	54	51
Proposer's approach to providing the services requested in this Solicitation, including Account specific approach		30	180	130	148	170	162	150
<b>Total Technical Points</b> (Total of above rows)		70	420	339	361	397	382	358
<b>Total Price Points</b>		30	180	150	136	175	165	129
<b>TOTAL POINTS</b> (Technical + Price)		100	600	489	497	572	547	487

Signature: [Signature] Date: 7/23/08  
 Chairperson [Signature]  
 Reviewed By [Signature] 7/23/08

RFP NO. 3270  
BANKING SERVICES  
EVALUATION OF PROPOSALS (Group B3 - Clerk's Accounts)

GRACIELA CESPEDES (FIN)

SELECTION CRITERIA	PROPOSERS	Maximum Points Per Member	Bank of America, N.A.	Wachovia Bank National Association	City National Bank	Commerce Bank, N.A.	SunTrust Bank, Inc.
Proposer's experience, qualifications, and past performance in providing the type of services requested in this Solicitation		30	25	25	25	25	25
Experience and qualifications of key individuals, including individuals of Subcontractors, that will be assigned to this project and experience and qualifications of subcontractors		10	8	9	9	8	9
Proposer's approach to providing the services requested in this Solicitation, including Account specific approach		30	15	25	27	25	25
<b>Total Technical Points</b> (Total of above rows)		70	48	59	61	58	59
<b>Total Price Points</b>		30	22	22	30	28	21
<b>TOTAL POINTS</b> (Technical + Price)		100	70	81	91	86	80

RFP NO. 8270  
BANKING SERVICES  
EVALUATION OF PROPOSALS (Group B3 - Clerk's Accounts)

CHRISTOPHER HILL (FIN)

SELECTION CRITERIA	PROPOSERS	Maximum Points Per Member	Bank of America, N.A.	Wachovia Bank National Association	City National Bank	Commerce Bank, N.A.	SunTrust Bank, Inc.
Proposer's experience, qualifications, and past performance in providing the type of services requested in this Solicitation		30	27	28	29	26	26
Experience and qualifications of key individuals, including individuals of Subcontractors, that will be assigned to this project and experience and qualifications of subcontractors		10	9	10	10	8	8
Proposer's approach to providing the services requested in this Solicitation, including Account specific approach		30	24	25	27	24	22
<b>Total Technical Points</b> (Total of above rows)		70	60	63	66	58	56
<b>Total Price Points</b>		30	25	25	28	26	25
<b>TOTAL POINTS</b> (Technical + Price)		100	85	88	94	84	81

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RFP NO. 8270  
BANKING SERVICES  
EVALUATION OF PROPOSALS (Group B3 - Clerk's Accounts)  
MARTHA ALCAZAR (COC)

SELECTION CRITERIA	PROPOSERS	Maximum Points for Number	Bank of America, N.A.	Wachovia Bank National Association	City National Bank	Commerce Bank, N.A.	SunTrust Bank, Inc.
Proposer's experience, qualifications, and past performance in providing the type of services requested in this Solicitation		30	30	30	30	30	30
Experience and qualifications of key Individuals, including Individuals of Subcontractors, that will be assigned to this project and experience and qualifications of subcontractors		10	10	10	10	10	10
Proposer's approach to providing the services requested in this Solicitation, including Account specific approach		30	25	25	30	28	25
Total Technical Points (Total of above rows)		70	65	65	70	68	65
Total Price Points		30	27	25	28	30	25
TOTAL POINTS (Technical + Price)		100	92	90	98	98	90

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RFP NO. 8270  
BANKING SERVICES  
EVALUATION OF PROPOSALS (Group B3 - Clerk's Accounts)

ADOLPHUS JAMES (COC)

SELECTION CRITERIA	PROPOSERS	Maximum Points Per Member	Bank of America, N.A.	Wachovia Bank National Association	City National Bank	Commerce Bank, N.A.	SunTrust Bank, Inc.
Proposer's experience, qualifications, and past performance in providing the type of services requested in this Solicitation		30	25	25	30	30	25
Experience and qualifications of key individuals, including individuals of Subcontractors, that will be assigned to this project and experience and qualifications of subcontractors		10	9	9	10	10	8
Proposer's approach to providing the services requested in this Solicitation, including Account specific approach		30	24	25	29	30	27
<b>Total Technical Points</b> (Total of above rows)		70	58	59	69	70	60
<b>Total Price Points</b>		30	24	20	30	27	20
<b>TOTAL POINTS</b> (Technical + Price)		100	82	79	99	97	80

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RFP NO. 8270  
BANKING SERVICES  
EVALUATION OF PROPOSALS (Group B3 - Clerk's Accounts)  
PETER CHIRCUT (CITY OF MIAMI FINANCE DEPT)

SELECTION CRITERIA	PROPOSERS	Maximum Points per Member	Bank of America, N.A.	Wachovia Bank National Association	City National Bank	Commerce Bank, N.A.	SunTrust Bank, Inc.
Proposer's experience, qualifications, and past performance in providing the type of services requested in this Solicitation		30	26	26	27	28	26
Experience and qualifications of key individuals, including individuals of Subcontractors, that will be assigned to this project and experience and qualifications of subcontractors		40	8	8	9	9	8
Proposer's approach to providing the services requested in this Solicitation, including Account specific approach		30	27	28	28	29	26
<b>Total Technical Points</b> (Total of above rows)		70	61	62	64	66	60
<b>Total Price Points</b>		30	27	22	30	29	18
<b>TOTAL POINTS</b> (Technical + Price)		100	88	84	94	95	78

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RFP NO. 8270  
BANKING SERVICES  
EVALUATION OF PROPOSALS (Group B3 - Clerk's Accounts)

ROSELLA DORE (DBD)

SELECTION CRITERIA	PROPOSERS	Maximum Points Per Member	Bank of America, N.A.	Wachovia Bank National Association	City National Bank	Commerce Bank, N.A.	SunTrust Bank, Inc.
Proposer's experience, qualifications, and past performance in providing the type of services requested in this Solicitation		30	25	25	28	27	25
Experience and qualifications of key individuals, including individuals of Subcontractors, that will be assigned to this project and experience and qualifications of subcontractors		40	7	8	10	9	8
Proposer's approach to providing the services requested in this Solicitation, including Account specific approach		30	15	20	29	26	25
<b>Total Technical Points</b> (Total of above rows)		70	47	53	67	62	58
<b>Total Price Points</b>		30	25	22	29	25	20
<b>TOTAL POINTS</b> (Technical + Price)		100	72	75	96	87	78

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RFP NO. 8270  
BANKING SERVICES  
EVALUATION OF PROPOSALS (Group C - Special Accounts)  
COMPOSITE

SELECTION CRITERIA	PROPOSERS	Maximum Points (Members)	Bank of America, N.A.	Wachovia Bank National Association	Commerce Bank, N.A.	SunTrust Bank, Inc.
Proposer's experience, qualifications, and past performance in providing the type of services requested in this Solicitation		30	136	160	149	158
Experience and qualifications of key individuals, including individuals of Subcontractors, that will be assigned to this project and experience and qualifications of subcontractors		30	48	55	47	54
Proposer's approach to providing the services requested in this Solicitation, including Account specific approach		30	104	156	142	149
<b>Total Technical Points (Total of above rows)</b>		<b>90</b>	<b>288</b>	<b>371</b>	<b>338</b>	<b>361</b>
<b>Total Price Points</b>		<b>30</b>	<b>111</b>	<b>164</b>	<b>119</b>	<b>130</b>
<b>TOTAL POINTS (Technical + Price)</b>		<b>120</b>	<b>399</b>	<b>535</b>	<b>457</b>	<b>491</b>

Signature: [Signature] Date: 7/23/08  
Chairperson  
Reviewed By: [Signature] 7/23/08

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RFP NO. 8270  
BANKING SERVICES  
EVALUATION OF PROPOSALS (Group C - Special Accounts)

GRACIELA CESPEDES (FIN)

SELECTION CRITERIA	PROPOSERS	Maximum Points Per Member	Bank of America, N.A.	Wachovia Bank National Association	Commerce Bank, N.A.	SunTrust Bank, Inc.
Proposer's experience, qualifications, and past performance in providing the type of services requested in this Solicitation		30	25	29	24	25
Experience and qualifications of key individuals, including individuals of Subcontractors, that will be assigned to this project and experience and qualifications of subcontractors		10	8	10	7	9
Proposer's approach to providing the services requested in this Solicitation, including Account specific approach		30	14	28	20	20
<b>Total Technical Points</b> (Total of above rows)		70	47	67	51	54
<b>Total Price Points</b>		30	15	30	12	13
<b>TOTAL POINTS</b> (Technical + Price)		100	62	97	63	67

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**RFP NO. 8270**  
**BANKING SERVICES**  
**EVALUATION OF PROPOSALS (Group C - Special Accounts)**

**CHRISTOPHER HILL (FIN)**

<b>SELECTION CRITERIA</b>	<b>PROPOSERS</b>	<b>Maximum Points Per Member</b>	<b>Bank of America, N.A.</b>	<b>Wachovia Bank National Association</b>	<b>Commerce Bank, N.A.</b>	<b>SunTrust Bank, Inc.</b>
Proposer's experience, qualifications, and past performance in providing the type of services requested in this Solicitation		30	27	28	25	28
Experience and qualifications of key individuals, including individuals of Subcontractors, that will be assigned to this project and experience and qualifications of subcontractors		40	8	9	7	9
Proposer's approach to providing the services requested in this Solicitation, including Account specific approach		30	25	28	23	29
<b>Total Technical Points (Total of above rows)</b>		70	60	65	55	66
<b>Total Price Points</b>		30	26	27	25	27
<b>TOTAL POINTS (Technical + Price)</b>		100	86	92	80	93

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RFP NO. 8270  
BANKING SERVICES  
EVALUATION OF PROPOSALS (Group C - Special Accounts)  
MARTHA ALCAZAR (COC)

SELECTION CRITERIA	PROPOSERS	Maximum Points Per Member	Bank of America, N.A.	Wachovia Bank National Association	Commerce Bank, N.A.	SunTrust Bank, Inc.
Proposer's experience, qualifications, and past performance in providing the type of services requested in this Solicitation		30	25	28	25	28
Experience and qualifications of key individuals, including individuals of Subcontractors, that will be assigned to this project and experience and qualifications of subcontractors		10	10	10	9	10
Proposer's approach to providing the services requested in this Solicitation, including Account specific approach		30	20	30	25	22
<b>Total Technical Points</b> (Total of above rows)		70	55	68	59	60
<b>Total Price Points</b>		30	10	28	25	23
<b>TOTAL POINTS</b> (Technical + Price)		100	65	96	84	83

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RFP NO. 8270  
BANKING SERVICES  
EVALUATION OF PROPOSALS (Group C - Special Accounts)  
ADOLPHUS JAMES (COC)

SELECTION CRITERIA	PROPOSERS	Maximum Points Per Member	Bank of America, N.A.	Wachovia Bank National Association	Commerce Bank, N.A.	SunTrust Bank, Inc.
Proposer's experience, qualifications, and past performance in providing the type of services requested in this Solicitation		30	18	28	27	29
Experience and qualifications of key individuals, including individuals of Subcontractors, that will be assigned to this project and experience and qualifications of subcontractors		10	7	9	9	10
Proposer's approach to providing the services requested in this Solicitation, including Account specific approach		30	12	28	27	30
<b>Total Technical Points</b> (Total of above rows)		70	37	65	63	69
<b>Total Price Points</b>		30	18	30	20	27
<b>TOTAL POINTS</b> (Technical + Price)		100	55	95	83	96

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RFP NO. 8270  
BANKING SERVICES  
EVALUATION OF PROPOSALS (Group C - Special Accounts)  
PIETER CHIRCUT (CITY OF MIAMI FINANCE DEPT)

SELECTION CRITERIA	PROPOSERS	Maximum Points Per Proposal	Bank of America, N.A.	Wachovia Bank National Association	Commerce Bank, N.A.	SunTrust Bank, Inc.
Proposer's experience, qualifications, and past performance in providing the type of services requested in this Solicitation		30	21	22	23	20
Experience and qualifications of key individuals, including individuals of Subcontractors, that will be assigned to this project and experience and qualifications of subcontractors		30	7	9	8	8
Proposer's approach to providing the services requested in this Solicitation, including Account specific approach		30	18	22	22	20
<b>Total Technical Points</b> (Total of above rows)		90	46	53	53	48
<b>Total Price Points</b>		30	20	24	22	20
<b>TOTAL POINTS</b> (Technical + Price)		100	66	77	75	68

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RFP NO. 8270  
BANKING SERVICES  
EVALUATION OF PROPOSALS (Group C - Special Accounts)

ROSELLA DORE (DBD)

SELECTION CRITERIA	PROPOSERS	Maximum Points per Member	Bank of America, N.A.	Wachovia Bank National Association	Commerce Bank, N.A.	SunTrust Bank, Inc.
Proposer's experience, qualifications, and past performance in providing the type of services requested in this Solicitation		30	20	25	25	28
Experience and qualifications of key individuals, including individuals of Subcontractors, that will be assigned to this project and experience and qualifications of subcontractors		10	8	8	7	8
Proposer's approach to providing the services requested in this Solicitation, including Account specific approach		30	15	20	25	28
<b>Total Technical Points</b> (Total of above rows)		70	43	53	57	64
<b>Total Price Points</b>		30	22	25	15	20
<b>TOTAL POINTS</b> (Technical + Price)		100	65	78	72	84


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# Memorandum



**Date:** May 8, 2007

**To:** Those Listed Below

**From:** George M. Burgess  
County Manager 

**Subject:** Request for Evaluation/Selection Committee for the Finance Department and Clerk of the Courts  
Request for Proposals for Banking Services - RFP No. 8270

In accordance with Administrative Order 3-34, I am hereby appointing those listed below as the Selection Committee for the Finance Department and Clerk of the Courts Request for Proposals for Banking Services - RFP No. 8270:

Selection Committee

Rita Silva, DPM, Non-Voting Chairperson  
Graciela Cespedes, Finance  
Christopher Hill, Finance  
Martha Alcazar, COC  
Sylvia Rojas, Miami-Dade Public Schools  
Rosella Dore, DBD  
Christopher Rose, MDSWM (Alternate)

Technical Advisor (Non-Voting)

Connie White, Finance  
Margaret Enciso, COC

The Selection Committee will meet to review written or printed material regarding the qualifications of each of the certified firms as it relates to the requirements defined in the advertised document. If required, the Selection Committee will select several candidate firms meeting the published criteria, to make oral presentations at a properly noticed public hearing to the full Selection Committee.

The Selection Committee shall be responsible for evaluating, rating and ranking the proposals by each Committee member, based on the criteria and procedure contained in the advertised document. The Evaluation/Selection Committee will first evaluate and rank responsive proposals on the Technical (Quality) criteria. If responsive proposers are invited to make oral presentations, the Committee may re-rate and re-rank the proposals based upon the written documents combined with the oral presentation. You may utilize staff of the issuing department and the using agency to conduct a preliminary review of the proposals for responsiveness to the technical requirements. All requests for specific determinations shall be made in writing to the County Attorney's Office.

You are directed to assist me in the selection process considering the factors delineated in the advertised document. These factors may include methodology and management approach, qualifications and experience of principals and staff, financial stability, proposer's past performance of similar scope and size, proposer's detailed plans to meet the objectives of each task, activity, etc., pursuant to any schedule, proposer's previous County experience, history and experience of the firm or individual(s), understanding of the project and the County's objectives, responsiveness to the established requirements, and Cost/Revenue (normally separate and sealed). When the document requires the proposer to provide cost/revenue in a separate sealed envelope, cost/revenue will be considered separately and after the other criteria have been evaluated.

If you are unable to participate in the Selection process, contact this office through the Department of Business Development (DBD) by memorandum documenting the reason why you cannot participate. Only in cases of dire urgency may you be excused from participation.

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The alternate committee member will serve only in the event of an approved substitution. No substitution of committee members shall be allowed after the first official meeting of the committee. The Department of Procurement Management's (DPM) RFP Unit may substitute the chairperson to ensure the appropriate level of staffing expertise as deemed necessary to accommodate the needs of this solicitation.

Following the oral presentation, or upon completion of the review process, the Committee shall prepare and submit a memorandum to include a narrative of the evaluation and justification of the top recommended firm(s) based upon the reasoning and mathematical formula, if utilized, and attach supporting documentation and a summary sheet which **MUST** include the following information:

Name of firm(s)  
Quality Rating Score  
Price  
Adjusted Score (if applicable)  
Committee's Overall Ranking

This report should be submitted to me through the DPM and the DBD for review and consideration for further recommendation to the Board of County Commissioners.

As a matter of administrative policy and to maintain a fair and impartial process, all individuals appointed to the Selection Committee (including the Chairperson) and staff are instructed to refrain from discussing the solicitation with prospective lobbyists and/or consultants. Committee members are reminded that in accordance with the Code of Silence Ordinance 98-106, they are prohibited from having any communication with potential respondents and/or their representatives. Violation of this policy could lead to termination.

All questions must be directed to the staff contact person(s) designated by the issuing department.

c: Miriam Singer, Director, DPM  
Rachel Baum, Director, Finance  
Harvey Ruvlin, Clerk of the Courts  
Richard Clarke, Deputy Director, DBD  
Kathleen Woods-Richardson, Director, MDSWM

Selection Committee

Rita Silva, DPM, Non-Voting Chairperson  
Graciela Cespedes, Finance  
Christopher Hill, Finance  
Martha Alcazar, COC  
Sylvia Rojas, Miami-Dade Public Schools  
Rosella Dore, DBD  
Christopher Rose, MDSWM (Alternate)

Technical Advisor (Non-Voting)

Connie White, Finance  
Margaret Enciso, COC

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# Memorandum



**Date:** June 30, 2008

**To:** Rita Silva, Chairperson  
Department of Procurement Management

**From:** George M. Burgess  
County Manager

A handwritten signature in black ink, appearing to read "Burgess", written over the printed name of George M. Burgess.

**Subject:** Request for Evaluation/Selection Committee for the Finance Department and Clerk of the Courts  
Request for Proposals for Banking Services - RFP No. 8270 (**Substitution**)

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Please be advised that I am substituting Peter Chircut of the City of Miami in place of Sylvia Rojas of Miami-Dade Public Schools. Should you have any questions, please refer them to Sharon Ryland of the Department of Small Business Development at (305) 375-3133.

Selection Committee

Rita Silva, DPM, Non-Voting Chairperson  
Graciela Cespedes, Finance  
Christopher Hill, Finance  
Martha Alcazar, COC  
Adolphus James, COC  
Peter Chircut, City of Miami  
Rosella Dore, SBD  
Christopher Rose, MDSWM (Alternate)

Technical Advisors (Non-Voting)

Connie White, Finance  
Margaret Enciso, COC

Attachment

c: Miriam Singer, Director, DPM  
Rachel Baum, Director, Finance  
Harvey Ruvin, Clerk of the Courts  
Kathleen Woods-Richardson, Director, MDSWM  
Penelope Townsley, Director, SBD

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# Memorandum



**Date:** July 30, 2007

**To:** Rita Silva, Chairperson  
Department of Procurement Management

**From:** George M. Burgess  
County Manager

A handwritten signature in black ink, appearing to read "Burgess", written over the printed name of George M. Burgess.

**Subject:** Request for Evaluation/Selection Committee for the Finance Department and Clerk of the Courts  
Request for Proposals for Banking Services - RFP No. 8270 (Addition)

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Please be advised that I am adding Adolphus James of the Clerk of the Courts as a voting member to the above-referenced selection committee (see attachment). Should you have any questions, please refer them to Sharon Ryland of Small Business Affairs/DPM at (305) 375-3133.

Selection Committee

Rita Silva, DPM, Non-Voting Chairperson  
Graciela Cespedes, Finance  
Christopher Hill, Finance  
Martha Alcazar, COC  
Adolphus James, COC  
Sylvia Rojas, Miami-Dade Public Schools  
Rosella Dore, SBA/DPM  
Christopher Rose, MDSWM (Alternate)

Technical Advisor (Non-Voting)

Connie White, Finance  
Margaret Enciso, COC

Attachment

c: Miriam Singer, Director, DPM  
Penelope Townsiey, Interim Director, SBA/DPM  
Rachel Baum, Director, Finance  
Harvey Ruvir, Clerk of the Courts  
Kathleen Woods-Richardson, Director, MDSWM