Memorandum

MIAMI-DADE COUNTY

Date: October 19, 2010

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

Agenda Item No. 8(O)(1)(A)

From: George M. Burgess
County Manager

Harvey Ruvin
Clerk, Circuit and County Courts

Subject: Recommendation for Approval to Award Contract No. RFP8270E: Banking Services for Group C Accounts

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RECOMMENDATION

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

CONTRACT NO: RFP8270E

CONTRACT TITLE: Banking Services for Group C Accounts

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 C Accounts. The other four contracts were awarded.

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

APPROVAL TO ADVERTISE: June 26, 2007

CONTRACT AMOUNT: $190,000 for the initial five year period

If the County exercises the five, one year options-to-renew, the total contract value will be approximately $380,000.

USING/MANAGING AGENCY AND FUNDING SOURCE:

Department	Allocation	Funding Source	Contract Manager
Finance	$190,000	Earnings Credits to the County	Graciela Cespedes

DPM AGENT/OFFICER: Rita Silva, Department of Procurement Management

METHOD OF AWARD: Awarded to the recommended responsive, responsible vendor based on the evaluation criteria established in the solicitation. A full and open competitive Request for Proposals process was used. The highest ranked proposer is recommended for award.

VENDOR RECOMMENDED FOR AWARD:

Vendor	Address	Principal	Award
Wells Fargo Bank, N.A. (Non-local vendor) (formerly Wachovia Bank, N.A.)	420 Montgomery Street San Francisco, CA 94163	John Stumpf	Group C Accounts

VENDORS NOT RECOMMENDED FOR AWARD:

SunTrust Bank, Inc.
TD Bank, N.A. (formerly Commerce Bank, N.A.)
Bank of America, N.A.

PERFORMANCE DATA:

There are no performance issues with the recommended firm.

COMPLIANCE DATA:

There are no compliance issues with the recommended firm.

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 this is a revenue generating (earning credits to the County) contract.

LOCAL PREFERENCE:

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

ESTIMATED CONTRACT COMMENCEMENT DATE:

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

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 current banking service contracts 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.

There were five account groups/sub-groups included in the solicitation for which banking services are required. Four of the five contracts were awarded by the Board of County Commissioners (Board) on March 2, 2010. At that time, the Board was advised that this remaining account group would be presented for award when completed. This award recommendation is for Group C Accounts. 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 Accounts
   This group includes the Miami-Dade Police Department General Account and Risk Management Trust Fund Account.

This award recommendation is consistent with the method of award in the solicitation. Wells Fargo Bank, N.A. was the highest ranked proposer and is recommended for award. SunTrust Bank, Inc. was the second highest ranked proposer, and was recommended for negotiations by the Evaluation/Selection Committee since the highest ranked proposer for this account, Wells Fargo Bank, N.A., was already recommended for the higher priority Group A. When the negotiations with SunTrust Bank, Inc. reached an impasse, the negotiation team recommended termination of the negotiations. Since all eligible proposers for Group C had already been recommended for negotiations on another account group/sub-group, the negotiation team recommended that the County return to the top of the ranking and negotiate with Wells Fargo Bank, N.A. (the highest ranked firm). Upon approval of this action, the contract for Group C was negotiated with Wells Fargo Bank, N.A. and is recommended for award.

Assistant County Manager

MEMORANDUM

(Revised)

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

DATE: October 19, 2010

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

SUBJECT: Agenda Item No. 8(O)(1)(A)

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)(A)
10-19-10

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT IN THE AMOUNT OF $190,000 WITH WELLS FARGO BANK, N.A. TO OBTAIN BANKING SERVICES FOR GROUP C ACCOUNTS, 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

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 execution of an agreement in the amount of $190,000 with Wells Fargo 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
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 19th day of October, 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

Banking Services
for
Group C Accounts

Contract No. RFP8270E

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between Wells Fargo 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, 15th 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 Wells Fargo 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 Schedule (Appendix C), 3) the Miami-Dade County's RFP No. 8270 and any associated addenda and attachments thereof, and 4) 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 continue through March 31, 2015. 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. 1st Street, 25th 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. 1st Street, Suite 1375
Miami, FL 33128-1974
Attention: Director
Phone: (305) 375-5548
Fax: (305) 375-2316

(2) To the Contractor

Wells Fargo Bank, N.A.
Government & Institutional Banking
200 South Biscayne Boulevard, 15th 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 Schedule attached hereto as Appendix C. 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. 1st Street, 26th 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

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 without the prior written consent of the County.

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 reprocurement 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. ***Miami-Dade County Ownership Disclosure Affidavit***
   (Section 2-8.1 of the County Code)
2. ***Miami-Dade County Employment Disclosure Affidavit***
   (Section 2.8-1(d)(2) of the County Code)
3. ***Miami-Dade Employment Drug-free Workplace Certification***
   (Section 2-8.1.2(b) of the County Code)
4. ***Miami-Dade Disability and Nondiscrimination Affidavit***
   (Section 2-8.1.5 of the County Code*)*
5. ***Miami-Dade County Debarment Disclosure Affidavit***
   (Section 10.38 of the County Code)
6. ***Miami-Dade County Vendor Obligation to County Affidavit***
   (Section 2-8.1 of the County Code)
7. ***Miami-Dade County Code of Business Ethics Affidavit***
   (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)
8. ***Miami-Dade County Family Leave Affidavit***
   (Article V of Chapter 11 of the County Code)
9. ***Miami-Dade County Living Wage Affidavit***
   (Section 2-8.9 of the County Code)
10. ***Miami-Dade County Domestic Leave and Reporting Affidavit***
    (Article 8, Section 11A-60 11A-67 of the County Code)
11. ***Subcontracting Practices***
    (Ordinance 97-35)
12. ***Subcontractor /Supplier Listing***
    (Section 2-8.8 of the County Code)
13. ***Environmentally Acceptable Packaging***
    (Resolution R-738-92)
14. ***W-9 and 8109 Forms***
    (as required by the Internal Revenue Service)
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
    - Tax reporting purposes
    - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
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, #D will be carried over to this Contract at commencement of this Contract. Therefore, Contractor shall use the earnings credits from Group A accounts to pay in full any balance due to the contractor on Contract No. 212-A, #D within 10 days of Contract start.

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

Contractor	Miami-Dade County
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:
Attest: Corporate Secretary/Notary Public	Attest: Clerk of the Board
Corporate Seal/Notary Seal: Notary Public State of Florida C Bastos My Commission DD601985 Expires 10/04/2010	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 Risk Management Account and Miami-Dade Police Department General Account. The Special Services Account which was previously in this Group has been removed.

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 are provided per account and included herein as follows:

Appendix B Scope of Services – Group C 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 - Not applicable to Group C Accounts

B. AD VALOREM TAX PAYMENTS AT THE BRANCHES - Not applicable to Group C Accounts

C. ELECTRONIC RECONCILIATION OF SAFE-KEEPING - Not applicable to Group C Accounts

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 - Not applicable to Group C Accounts

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 - Not applicable to Group C Accounts

APPENDIX B – SCOPE OF SERVICES

GROUP C ACCOUNTS – SPECIAL ACCOUNTS

Below are summary descriptions and required services for the various accounts included as part of the Group C 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 C Accounts – Special Accounts

1. MIAMI-DADE POLICE DEPARTMENT GENERAL ACCOUNT

A. Summary Description

The account is utilized to deposit currencies from deceased individuals that were collected during the course of an investigation by the Miami-Dade Police Department. Minimal activity is reflected in the account, with less than 12 drafts processed yearly.

B. 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 on a CD-ROM, online and on hard copy.

The Contractor shall provide:

1. Monthly bank statements to Police Department Finance Division by mail. The cut off shall be the last business day of each month.
2. Detailed bank statements that shall include all supporting debit and credit vouchers.
3. Reports that shall include:
   a. Detail of account activity.
   b. Detail on deposits and ACH transfers.
   c. Any charge or adjustment not initiated by the County.
   d. A unique sequence number for every entry on the bank statements and/or reports.

C. 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. (local time) 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.

D. 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 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 by phone. The Contractor shall not honor any mismatched checks unless the County positively responds to the Contractor by 2:00 p.m. (local time) or if the Contractor received prior notice in writing to honor all checks.
3. Reflect on the same business day, the last transmission of the day issued by the County to the Contractor, which shall occur by 5:00 a.m. (local time).
4. Match each check presented for payment against the daily check issued file transmitted to the Contractor.
5. Reject exceptions and list them in an exception report to be accessed online by the County by 10:00 a.m. (local time) each business day.
6. Dishonor any exceptions unless the County authorizes payment to the Contractor by 2:00 p.m. (local time), or if the County or any one of its departments/agencies has previously requested in writing an alternate default option.
7. Accept multiple transmissions during the day and apply the information to Contractor's system and distribute it to Contractor's tellers that same business day.
8. Allow the County to transmit to the Contractor its last transmission up to three hours before the Contractor opens for business and have such information reflected on the same business day by the Contractor.

E. Reconciliation

The Contractor shall perform and provide to the County a daily reconciliation for deposits only for this account. 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. 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 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 paid and outstanding checks. A Monthly hard copy and electronic transmission of this report shall be delivered to the Bank Reconciliation Unit.

2. Provide to the Bank Reconciliation Unit a monthly summary reconciliation paper report, for the specified period for each account, to include 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 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, and date paid.
   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. Automatic bank updating of outstanding check files with transmission list of stale checks sent to the State for this bank account once a year.

F. 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.
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.

G. 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.

H. Emergency Contingency

The Contractor shall deliver specified 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. RISK MANAGEMENT TRUST FUND

A. Summary Description

The Risk Management Trust Fund account is an Imprest account with a separate set of checks managed by the Risk Management Division of the County's General Services Administration (GSA). This account is funded by daily wire transfers from the GOA as checks are generated. Approximately 5,500 checks are generated each month. This account pays automobile, general liability and workers compensation claims.

The County shall send the Contractor an electronic transmission of the checks issued and Positive Pay listing through its Processing Agent (currently CS-Stars, Inc.) for the monthly reconciliation of the account.

B. 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 on a CD-ROM, online and on hard copy.

The Contractor shall provide reports that include:

1. Detail of account activity.
2. Detail on deposits and wire transfers.
3. A unique sequence number for every entry on the bank statements and/or reports.

C. 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 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 by phone. The Contractor shall not honor any mismatched checks unless the County positively responds to the Contractor by 2:00 p.m. (local time) or if the Contractor received prior notice in writing to honor all checks.
3. Reflect on the same business day, the last transmission of the day issued by the County to the Contractor, which shall occur by 5:00 a.m. (local time).
4. Match each check presented for payment against the daily check issued file transmitted to the Contractor.
5. Reject exceptions and list them in an exception report to be accessed online by the County by 10:00 a.m. (local time) each business day.
6. Dishonor any exceptions unless the County authorizes payment to the Contractor by 2:00 p.m. (local time), or if the County or any one of its departments/agencies has previously requested in writing an alternate default option.
7. Accept multiple transmissions during the day and apply the information to Contractor's system and distribute it to Contractor's tellers that same business day.

8. Allow the County to transmit to the Contractor its last transmission up to three hours before the Contractor opens for business and have such information reflected on the same business day by the Contractor.

D. Reconciliation

The Contractor shall provide to the GSA's Risk Management Accounting Unit:

1. Daily access by 8:00 a.m. (local time) to an online bank window with all account activity (i.e., checks issued, checks cancelled, escheated checks, mismatched items, etc.).
2. Monthly detailed bank statements on a CD-ROM with all account activity by mail and online. The cutoff shall be the last business day of each month. Bank statements shall include all supporting debit and credit vouchers.
3. On a monthly basis, an electronic file listing all paid and outstanding checks for the month, ready for pickup by GSA MIS for reconciliation with CS-Stars files. The cutoff shall be the last business day of each month. The electronic file listing the monthly paid and outstanding checks allows the GSA Accounting staff to do the monthly reconciliation.
4. Monthly printouts of the bank statements by mail. One printout shall show the deposits made during the previous month and the other shall show the checks paid the previous month. The cutoff shall be the last business day of each month.

E. 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.

F. 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.

G. Emergency Contingency

The Contractor shall deliver specified 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).

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

APPENDIX C - PRICE SCHEDULE
SPECIAL ACCOUNTS - GROUP C
Wells Fargo Bank, N.A.

The not-to-exceed per unit prices for providing the services and products as stated in Appendix B 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.

SERVICE DESCRIPTION	Per Unit Price ($)
DEMAND DEPOSIT SERVICES	
Overdraft Fee	0.000
NSF Charge	0.000
Negative Collected Charge	0.000
Account Maintenance	7.000
On Us Items	0.020
Clearinghouse Items	0.020
Local Fed/In State Fed Items	0.020
Out of State Items	0.020
Items Paid	0.045
Deposit Item Image: Maintenance	15.000
ZERO BALANCE SERVICES	
ZBA Master Account	0.000
ZBA Sub Account	0.000
RETURNED CHECK SERVICES	
Returned Items	1.000
CASH VAULT SERVICES	
Cash Vault Monthly Maint 1 Loc	0.000
Cash Vault Deposits	0.100
Vlt Deposit Error	6.000
Vlt Currency Dep Loose Bill	0.009
Vlt Standing Change Order	0.000
Vlt Currency Order - Full Strap	0.000
Vlt Currency Order - Loose Bill	0.000
Vlt Rolled Coin Order	0.000
CONTROLLED PAYMENT SERVICES	
Controlled Payment - Monthly Maint	0.000
Control Payment - Checks Paid	0.040
Controlled Payment - Mismatches	0.000
CNTL Payment Issues - Bank Created	0.000
CPR Auto D/T to Bank/Tran	0.000
CPR Auto D/T to Bank/RCRD	0.000

ARP SERVICES	
Deposit Recon - Item Charge	0.080
ARP Auto D/T to Client/Tran	0.000
ARP Auto D/T to Client/RCRD	0.000
Diskette Output Base	0.000
Diskette Output Item	0.000
Interim Listing of Paid Items	0.010
Outstanding Issue Items on File	0.000
Positive Pay Monthly Maintenance	0.000
Full Reconcilement Per Item	0.040
Account Recon Output Transmission	0.000
Full Recon Monthly Maintenance	15.000
Outgoing Transmission Detail Per Item	0.000
Payee Match Per Item	0.000
CHECK SORT SERVICES	
Recon Check Sort - Base Fee	15.000
Check Sort - Item Charge	0.040
DISBURSEMENT IMAGE SERVICES	
Duplicate CD-ROM	10.000
CD-ROM Paid Items CD	10.000
CD ROM Images Per Item	0.020
Paid Item Rejects	0.000
ACH FRAUD CONTROL	
ACH Fraud CNTRL Monthly Maint	0.000
Miscellaneous Items Paid	0.040
Block ACH Transaction	15.000
Deposits	0.100
WIRE TRANSFER SERVICES	
Wire Transfer Incoming	3.000
ONLINE TREASURY MANAGER	
Info Rptg Maintenance Fee	0.000
PD Acct Maint/Per Account	0.000
PD Detail /Per Item	0.015
SD Service /Per Month	0.000
SD Account Maint /Per Acct	0.000
SD Detail /Per Item	0.015
CPR - Report(s) /Per Day	0.000
Stop Service	4.000
CHECK PROCESSING	
Check Processing fee - Payment Outsource Service	0.020

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.

Memorandum

Date: April 21, 2010

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, Group C Special Accounts and Recommendation to Terminate Negotiations with SunTrust Bank, Inc. and Begin Negotiations with Wachovia Bank N.A.

The County issued Request for Proposals (RFP) No. 8270 to obtain banking services for the County and the Clerk of the Courts. Four of the five account group contracts for these services have been awarded (see chart below). The fifth account group, Group C Special Accounts, is in the negotiation phase. Authorization is requested to terminate negotiations with the recommended proposer for Group C Special Accounts and to begin negotiations with another proposer for said account.

Status of Negotiations:

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 were approved and the negotiation process began. Negotiations with the recommended proposers were successful, except that negotiations with Bank of America, N.A. on Group B-3 Clerk's Accounts were terminated when an impasse was reached. Negotiations were subsequently completed with City National Bank for that account (see attached Status Report dated October 2, 2009).

The proposers awarded as a result of the negotiations for Group A General Operating Account and the three Group B Clerk's Accounts are below. The negotiations for each account group began in the order the account groups appear below. The negotiations for Group C Special Accounts were the last to be initiated.

Account Groups	Proposer Awarded	Status
Group A General Operating Account	Wachovia Bank N.A.	Contracts awarded by Board of County Commissioners on March 2, 2010. Contracts became effective April 1, 2010.
Group B1 Clerk's Accounts	City National Bank	
Group B2 Clerk's Accounts	Commerce Bank, N.A. (now TD Bank, N.A.)	
Group B3 Clerk's Accounts	City National Bank	
Group C Special Accounts	N/A	Currently in negotiations with SunTrust Bank, Inc. Requesting to terminate negotiations.

Recommendation to Terminate Negotiations with SunTrust Bank, Inc.:
It is recommended that the County terminate negotiations with SunTrust Bank, Inc. for Group C Special Accounts. The negotiation team has entertained numerous requests by SunTrust Bank, Inc. for changes to the County's terms and conditions, including incorporating certain standard SunTrust Bank, Inc. terms and conditions for several services. The negotiation team accepted the majority of these changes, while maintaining an acceptable business arrangement and the necessary protections for the County.

The negotiations came to an impasse because the County and Sun Trust Bank, Inc. cannot agree on acceptable indemnification language. SunTrust Bank, Inc. refuses to accept the indemnification language in the solicitation which is the same language in the current contract it has with the County. SunTrust Bank, Inc. also refused the County's offer of alternative indemnification language which is the same language in the awarded contracts with two of the other banks. Instead, SunTrust Bank, Inc. offered indemnification language that the negotiation team and the County Attorney's Office found to be too limiting and insufficient to appropriately cover the County. The language offered by SunTrust Bank, Inc. limits the coverage to claims or losses which are attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible property that are caused primarily by the negligent acts or omissions or willful misconduct of the bank. The bank's indemnification language also specifically exempts coverage for any indirect, consequential, special, exemplary, or punitive losses or damages, even if the bank knew such losses or damages were possible or likely. Allowing such a significant change to the County's indemnification provision is not in the County's best interest. SunTrust Bank, Inc. has clearly stated it will not indemnify the County to levels that are required to adequately protect the County.

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."

Recommendation to Begin Negotiations with Wachovia Bank N.A.:
It is recommended that, if approval is granted to terminate negotiations with SunTrust Bank, Inc. for Group C Special Accounts, negotiations begin with Wachovia Bank N.A. The solicitation detailed the process for the Evaluation/Selection Committee to be followed to determine the order of those to be recommended 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 Group has already been recommended for another Group, the Evaluation/Selection Committee will recommend the next highest ranked Proposer that has not been recommended for award. The negotiation team considered this process in making its recommendation.

All of the remaining proposers for Group C Special Accounts were previously recommended for negotiations on another account group. Therefore, Wachovia Bank N.A., the highest ranked proposer, is the next recommended proposer for negotiations.

Negotiation Team:
This 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, DPM, who left County service)
Graciela Cespedes, Deputy Finance Director, Finance Department
Chris Hill, Portfolio Manager, Finance Department
Martha Alcazar, Comptroller, Clerk of Courts
Margaret Enciso, Deputy Comptroller, Clerk of Courts

Approved

Harvey Ruvin
Clerk, Circuit and County Courts — 4/23/10 Date

George M. Burgess
County Manager — 5/11/10 Date

Not Approved

Harvey Ruvin
Clerk, Circuit and County Courts — Date

George M. Burgess
County Manager — Date

Attachments:

Banking Services Recommendations
Status Report
Report of Evaluation/Selection Committee

Memorandum

MIAMI-DADE COUNTY

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

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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 — 10/7/09
Harvey Ruvin
Clerk, Circuit and County Courts

HP. — 10/19/09
George M. Burgess
County Manager

Not Approved

Harvey Ruvin — Date
Clerk, Circuit and County Courts

George M. Burgess — Date
County Manager

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.	City National Bank	Highest Ranked Proposer
		Score	538	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.	Commerce Bank, N.A.	2nd Highest Ranked Proposer (Highest ranked proposer previously recommended)
		Score	569	537	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.	Bank of America, N.A.	4th Highest Ranked Proposer (Higher ranked proposers 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.		SunTrust Bank, Inc.	2nd Highest Ranked Proposer (Highest ranked proposer previously recommended)
		Score	535	494	457	399			

Notes:

Green denotes the proposers recommended for negotiations

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

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Memorandum

MIAMI-DADE COUNTY

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.

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The final scores by account groups are as follows:

Group A Accounts

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

Group B1 Accounts

Proposer	*Technical Score (max. 420)*	*Price Score (max. 180)*	*Total Combined Score (max. 600)*
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

Proposer	*Technical Score (max. 420)*	*Price Score (max. 180)*	*Total Combined Score (max. 600)*
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

Proposer	*Technical Score (max. 420)*	*Price Score (max. 180)*	*Total Combined Score (max. 600)*
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

Proposer	*Technical Score (max. 420)*	*Price Score (max. 180)*	*Total Combined Score (max. 600)*
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

Not Approved

_____ _____
Harvey Ruvin Date
Clerk, Circuit and County Courts

_____ _____
George M. Burgess Date
County Manager

Attachment: Banking Services Recommendations

Memorandum

MIAMI-DADE COUNTY

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.	City National Bank	Highest Ranked Proposer
		Score	486	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.	Commerce Bank, N.A.	2nd Highest Ranked Proposer (Highest ranked proposer previously recommended)
		Score	559	517	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.	Bank of America, N.A.	4th Highest Ranked Proposer (Higher ranked proposers 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.		SunTrust Bank, Inc.	2nd Highest Ranked Proposer (Highest ranked proposer previously recommended)
		Score	535	497	457	399			

Notes:

Denotes the proposers recommended for negotiations

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

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

COMPOSITE

SELECTION CRITERIA / PROPOSERS	Maximum Points Per Member	Maximum Total Points (6members)	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 subcontractors	10	60	47	57
Proposer's approach to providing the services requested in this Solicitation, including Account specific approach	30	180	105	164
Total Technical Points *(Total of above rows)*	70	420	280	389
Total Price Points	30	180	122	164
TOTAL POINTS *(Technical + Price)*	100	600	402	553

Signature: _____ Date: 7/23/08

Chairperson

Reviewed By _____ 7/23/08

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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

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
Total Technical Points *(Total of above rows)*	70	49	69
Total Price Points	30	20	28
TOTAL POINTS *(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
Total Technical Points *(Total of above rows)*	70	53	70
Total Price Points	30	20	28
TOTAL POINTS *(Technical + Price)*	100	73	98

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

ADOLPHUS JAMES (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	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
Total Technical Points *(Total of above rows)*	70	38	64
Total Price Points	30	20	25
TOTAL POINTS *(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
Total Technical Points *(Total of above rows)*	70	47	54
Total Price Points	30	22	25
TOTAL POINTS *(Technical + Price)*	100	69	79

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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
Total Technical Points *(Total of above rows)*	70	51	66
Total Price Points	30	25	28
TOTAL POINTS *(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 (Committee)	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
Total Technical Points *(Total of above rows)*	70	420	286	354	412	349	337
Total Price Points	30	180	104	115	176	111	126
TOTAL POINTS *(Technical + Price)*	100	600	390	469	588	460	463

Signature: _____ Date: 7/23/08
Chairperson

_____ 7/23/08
Reviewed By

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
Total Technical Points *(Total of above rows)*	70	48	57	70	53	53
Total Price Points	30	25	10	30	12	22
TOTAL POINTS *(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)

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.	SunTrust 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
Total Technical Points *(Total of above rows)*	70	51	64	70	62	62
Total Price Points	30	10	20	30	23	24
TOTAL POINTS *(Technical + Price)*	100	61	84	100	85	86

RFP NO. 8270
BANKING SERVICES
EVALUATION OF PROPOSALS (Group B1 - 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	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
Total Technical Points *(Total of above rows)*	70	37	58	70	65	59
Total Price Points	30	13	18	30	21	24
TOTAL POINTS *(Technical + Price)*	100	50	78	100	86	83

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RFP NO. 8270
BANKING SERVICES
EVALUATION OF PROPOSALS (Group B1 - 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	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
Total Technical Points *(Total of above rows)*	70	58	64	66	59	62
Total Price Points	30	18	20	30	15	18
TOTAL POINTS *(Technical + Price)*	100	76	84	96	74	80

RFP NO. 8270
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
Total Technical Points *(Total of above rows)*	70	49	58	66	57	48
Total Price Points	30	18	22	28	25	20
TOTAL POINTS *(Technical + Price)*	100	67	80	94	82	68

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
Total Technical Points *(Total of above rows)*	70	43	53	70	53	53
Total Price Points	30	20	25	28	15	18
TOTAL POINTS *(Technical + Price)*	100	63	78	98	68	71

7/23/2008

E.9

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

COMPOSITE

SELECTION CRITERIA / PROPOSERS	Maximum Points Per Member	Maximum Total Points (6members)	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	166	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
Total Technical Points *(Total of above rows)*	70	420	297	358	388	373	341
Total Price Points	30	180	130	126	171	158	126
TOTAL POINTS *(Technical + Price)*	100	600	427	484	559	531	467

Signature:

Chairperson

Date: 7/23/08

Reviewed By

7/23/08

7/23/2008

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	28	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

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
Total Technical Points *(Total of above rows)*	70	56	62	65	61	57
Total Price Points	30	25	26	30	23	24
TOTAL POINTS *(Technical + Price)*	100	81	88	95	84	81

7/23/2008

RFP NO. 8270
BANKING SERVICES
EVALUATION OF PROPOSALS (Group B2 - 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.	SunTrust Bank, Inc.
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
Total Technical Points *(Total of above rows)*	70	56	62	67	65	62
Total Price Points	30	15	22	27	29	20
TOTAL POINTS *(Technical + Price)*	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 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	27	26	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
Total Technical Points *(Total of above rows)*	70	37	65	66	68	61
Total Price Points	30	12	17	26	30	15
TOTAL POINTS *(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
Total Technical Points *(Total of above rows)*	70	52	59	62	64	55
Total Price Points	30	27	25	29	28	27
TOTAL POINTS *(Technical + Price)*	100	79	84	91	92	82

7/23/2008

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
Total Technical Points *(Total of above rows)*	70	420	339	361	397	382	358
Total Price Points	30	180	150	136	175	165	129
TOTAL POINTS *(Technical + Price)*	100	600	489	497	572	547	487

Signature: _____ Date: 7/23/08
Chairperson

_____ 7/23/08
Reviewed By

RFP NO. 8270
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
Total Technical Points *(Total of above rows)*	70	48	59	61	58	59
Total Price Points	30	22	22	30	28	21
TOTAL POINTS *(Technical + Price)*	100	70	81	91	86	80

7/23/2008

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

CHRISTOPHER HILL (FIN)

SELECTION CRITERIA / PROPOSERS	Maximum Points Each 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
Total Technical Points *(Total of above rows)*	70	60	63	66	58	56
Total Price Points	30	25	25	28	26	25
TOTAL POINTS *(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 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	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
Total Technical Points *(Total of above rows)*	70	58	59	69	70	60
Total Price Points	30	24	20	30	27	20
TOTAL POINTS *(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	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	9	9	8
Proposer's approach to providing the services requested in this Solicitation, including Account specific approach	30	27	28	28	29	26
Total Technical Points *(Total of above rows)*	70	61	62	64	66	60
Total Price Points	30	27	22	30	29	18
TOTAL POINTS *(Technical + Price)*	100	88	84	94	95	78

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	10	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
Total Technical Points *(Total of above rows)*	70	47	53	67	62	58
Total Price Points	30	25	22	29	25	20
TOTAL POINTS *(Technical + Price)*	100	72	75	96	87	78

7/23/2008

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

COMPOSITE

SELECTION CRITERIA / PROPOSERS	Maximum Points Received Initially	Maximum Total Points (Committee)	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	180	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	10	60	48	55	47	54
Proposer's approach to providing the services requested in this Solicitation, including Account specific approach	30	180	104	156	142	149
Total Technical Points *(Total of above rows)*	70	420	288	371	338	361
Total Price Points	30	180	111	164	119	130
TOTAL POINTS *(Technical + Price)*	100	600	399	535	457	491

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Signature:

Chairperson

Reviewed By

Date: 7/23/08

7/23/08

7/23/2008

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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
Total Technical Points *(Total of above rows)*	70	47	67	51	54
Total Price Points	30	15	30	12	13
TOTAL POINTS *(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)

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	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	10	8	9	7	9
Proposer's approach to providing the services requested in this Solicitation, including Account specific approach	30	25	28	23	29
Total Technical Points *(Total of above rows)*	70	60	65	55	66
Total Price Points	30	26	27	25	27
TOTAL POINTS *(Technical + Price)*	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
Total Technical Points *(Total of above rows)*	70	55	68	59	60
Total Price Points	30	10	28	25	23
TOTAL POINTS *(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
Total Technical Points *(Total of above rows)*	70	37	65	63	69
Total Price Points	30	18	30	20	27
TOTAL POINTS *(Technical + Price)*	100	55	95	83	96

7/23/2008

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

PETER CHIRCUT (CITY OF MIAMI FINANCE DEPT)

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	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	10	7	9	8	8
Proposer's approach to providing the services requested in this Solicitation, including Account specific approach	30	18	22	22	20
Total Technical Points *(Total of above rows)*	70	46	53	53	48
Total Price Points	30	20	24	22	20
TOTAL POINTS *(Technical + Price)*	100	66	77	75	68

7/23/2008

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
Total Technical Points *(Total of above rows)*	70	43	53	57	64
Total Price Points	30	22	25	15	20
TOTAL POINTS *(Technical + Price)*	100	65	78	72	84

Memorandum

MIAMI-DADE COUNTY

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.

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 Cone 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 Ruvin, 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

Memorandum

MIAMI-DADE COUNTY

Date: July 30, 2007

To: Rita Silva, Chairperson
Department of Procurement Management

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 **(Addition)**

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 Ennis, COC

Attachment

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

Memorandum

MIAMI-DADE COUNTY

Date: June 30, 2008

To: Rita Silva, Chairperson
Department of Procurement Management

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 **(Substitution)**

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, MDCWM
Penelope Townsley, Director, SBD