A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE A CONTRACT FOR BANKING SERVICES

RECITALS

WHEREAS, the County solicited proposals from firms to provide banking services to St Johns County, and

WHEREAS, in staff review of the submitted proposals, the Bank of America received the highest score, and

WHEREAS, the County desires to enter into a contract with Bank of America to provide banking services, and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the attached draft contract and finds that accepting this contract serves a public purpose.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as facts of fact.

Section 2. The County Administrator, or designee, is hereby authorized to enter into contract negotiations with Bank of America.

Section 3. The County Administrator, or designee, is further authorized if negotiations are successful to execute a contract with Bank of America on behalf of the County to provide Banking Services. The contract will be in substantial conformance with attached draft contract.

Section 4. The County Administrator, or designee, is also authorized, in the event negotiations fail with Bank of America to terminate negotiations with Bank of America and begin negotiations with the next ranked firm, Wells Fargo, and to execute a contract with Wells Fargo if negotiations are successful.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 5 day of February, 2013.

ATTEST: Cheryl Strickland, Clerk

By: [Signature] Deputy Clerk

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: [Signature] Chair
MASTER AGREEMENT FOR BANKING SERVICES

This Contract Agreement made on __________ day of __________ 2013, shall be the complete and binding agreement by and between St. Johns County ("COUNTY"), a political subdivision of the State of Florida, and Bank of America Merrill Lynch, ("CONTRACTOR") a corporation authorized to do business in the State of Florida, whose address is: 315 South Calhoun Street, Tallahassee, FL 32301; Telephone: (850) 561-5911; Fax (850-561-5946. For good and valuable consideration, the COUNTY and the CONTRACTOR hereby agree as follows:

I. Duration and Extension. The duration of this Contract Agreement shall run from March 1, 2013 through and until 11:59 p.m., EST, February 28, 2018. Either the COUNTY or the CONTRACTOR may request, in writing, an extension of this Contract Agreement for two (2), two (2) year periods for a possible total of nine (9) years. If the extension request is acceptable to the other party, then an authorized representative of such party shall approve the extension request, in writing. It is expressly understood that the COUNTY is under no obligation to extend this Contract Agreement.

II. Termination. Either party may terminate this Contract Agreement without cause by providing the other party at least ninety (90) days prior written notice of such intent to terminate this Contract Agreement.

III. Scope of Work. The CONTRACTOR shall perform the scope of services as described in RFP 13-12.

IV. Scope of Work. The CONTRACTOR shall perform the scope of services as described in RFP 13-12.

III. Compensation. The County will pay the CONTRACTOR on a monthly basis for banking services rendered in accordance with the terms as submitted by the CONTRACTOR in response to bid package for RFP 13/12 and as made a part of this contract as Attachment A. This fee does not include reimbursements for all estimated out-of-pocket expenses, or any out-of—County travel incurred by the CONTRACTOR at the request of the COUNTY.

IV. COUNTY Representative. The CONTRACTOR shall account to the COUNTY for the time it has spent in performance of the Work described herein. The CONTRACTOR shall maintain contact with Allen MacDonald, Director of Finance, who shall serve as a representative of the COUNTY. Such contact may be maintained by telephone, fax, mail, and/or electronic mail to provide information to the COUNTY of developments regarding the Work described herein and to respond COUNTY comments and questions in a prompt and appropriate manner.

V. Indemnification. The CONTRACTOR shall indemnify, defend and hold the COUNTY, its officers, agents and employees harmless from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys’ fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and/or other persons employed or utilized by the CONTRACTOR in the performance of this Contract Agreement.

VI. Amendments. Both the COUNTY and the CONTRACTOR acknowledge that this Contract Agreement constitutes the complete agreement and understanding of the parties. Further, both the COUNTY and the CONTRACTOR acknowledge that any change, amendment, modification, revision, or extension of this Contract Agreement shall be in writing, and shall be executed by duly authorized representatives of both the COUNTY and the CONTRACTOR.

VII. Assignment. In light of the scope and rationale for this Contract Agreement, neither the COUNTY, nor the CONTRACTOR may assign, transfer, and/or sell any of the rights noted in this Contract Agreement, or associated with this Contract Agreement, without the express written approval of the other party. Should either the COUNTY, or the CONTRACTOR, assign, transfer, and/or sell any of the rights of this Contract Agreement, without such prior written approval of the other party, then such action on the part of either the COUNTY, or the CONTRACTOR, shall result in the automatic termination of this Contract Agreement, without further notice or action required on the part of the other party.
VIII. Miscellaneous

1. Performance by the COUNTY under this Contract Agreement is subject to the availability of funds lawfully appropriated for its purpose by the St. Johns County Board of Commissioners.

2. The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The CONTRACTOR further represents that no person having any interest shall be employed for said performance.

3. The contractor must submit an invoice for payment in the amount(s) noted elsewhere in this Contract Agreement. Such invoice shall be in a form acceptable to the COUNTY. Upon submittal of an acceptable invoice, the COUNTY shall then have forty-five (45) days, in which to pay the CONTRACTOR, the invoiced amount.

4. The COUNTY and the CONTRACTOR shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law), and all applicable state and federal provisions governing the disclosure of public records/information.

5. If any legal action or other proceeding is brought for the enforcement of this Contract Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

6. This Contract shall be governed by the laws of the State of Florida. Venue for any legal and/or administrative action stemming from or related to this Contract Agreement shall be St. Johns County, Florida.

7. As a condition of entering into this Contract Agreement, and to ensure compliance, especially as it relates to any applicable law, rule, or regulation, the CONTRACTOR authorizes the COUNTY to examine, review, inspect, and/or audit the books and records, in order to determine whether compliance has been achieved with respect to the terms, conditions, provisions, rights, and responsibilities noted in this Contract. It is specifically noted that the CONTRACTOR is under no duty to provide access to documentation not related to this Contract, and is otherwise protected by CONTRACTOR, State, or Federal law.

8. If any word, phrase, sentence, part, subsection, section, or other portion of this Contract Agreement, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the prescribed application thereof, shall be severable, and the remaining portions of this Contract Agreement, and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force, and effect.

9. To the extent that the CONTRACTOR is required to secure, obtain/acquire, and maintain any permits, certificates, authorizations, and/or licenses, in order to perform the Scope of Works described herein, then the CONTRACTOR shall, at its sole expense, be responsible for securing, obtaining/acquiring, and maintaining any, and all, such permits, certificates, authorizations, and/or licenses required by Federal, State, and/or Local law, rule, regulation, or ordinance.

10. Independent Contractor Relationship: The CONTRACTOR is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor, and not an employee, agent, official, or servant of the COUNTY. As such, neither the CONTRACTOR, nor any employees, agents, officials, servants, nor subcontractors of the CONTRACTOR, are eligible for any benefits afforded employees or officials of the COUNTY. The CONTRACTOR shall exercise control over the means and manner in which the CONTRACTOR, and the CONTRACTOR's employees, perform the work that is set forth in this Contract. The CONTRACTOR does not have the power or the authority to bind (legally or equitably, in any manner whatsoever the COUNTY, in any promise, agreement, or representation, other than as specifically provided for in this Contract.

11. No Third Party Beneficiaries: Both the COUNTY, and the CONTRACTOR explicitly agree, and this Contract explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person and/or entity.

12. Insurance Requirements. The CONTRACTOR shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the COUNTY. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONTRACTOR shall furnish proof of Insurance to the COUNTY prior to the commencement of operations. The Certificate(s) shall clearly indicate the CONTRACTOR has obtained insurance of the type, amount, and
classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY. Certificates shall specifically include the COUNTY as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. A brief description of operations referencing the Bid Number, Contract Title, Location, and/or Agreement/Resolution Number shall also be listed as a description on the certificate. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

The CONTRACTOR shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of $1,000,000 per occurrence, $2,000,000 aggregate to protect the CONTRACTOR from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

The CONTRACTOR shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of $1,000,000, if applicable.

The CONTRACTOR shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of $2,000,000 combined single limit for bodily injury and property damage liability to protect the CONTRACTOR from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by a CONTRACTOR.

The CONTRACTOR shall maintain Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of $1,000,000.

The CONTRACTOR shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees (if three or more) per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.
IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Contract Agreement to be executed on the day and year written above.

COUNTY

St. Johns County, Florida
(Typed Name)

By: __________________________
Signature

Joe Burch, Purchasing Director
Printed Name & Title

Date of Execution

CONTRACTOR

Seal
(Bank of America Merrill Lynch)

By: __________________________
Signature

Printed Name & Title

Date of Execution

Legally Sufficient:

By: __________________________
Assistant County Attorney

Date: __________________________

Date of Execution
REQUEST FOR PROPOSALS

RFP #13-12

FOR

Banking Services

Issued By:

St. Johns County
Board of County Commissioners
St. Johns County Purchasing Department
500 San Sebastian View
Saint Augustine, Florida 32084

Due Date/Time for Receipt of Proposals: November 1, 2012 @ 4:00 p.m.
RFP #13-12

ST. JOHNS COUNTY
REQUEST FOR PROPOSALS

BANKING SERVICES

Notice is hereby given that St. Johns County, a political subdivision of the State of Florida, will be accepting Letters of Interest and Qualification proposals for Banking Services for the St. Johns County Finance Department until 4:00 P.M. on November 1, 2012 at the St. Johns County Purchasing Department, 500 San Sebastian View, St. Augustine, Florida 32084.

Proposal packages may be obtained from Bridget Mein, Contract Specialist, St. Johns County Purchasing Department, 500 San Sebastian View, St. Augustine, Florida 32084, or by via email request to bmein@sjcfl.us, or by calling Orvia Demand Star at 800-711-1712 and requesting Document #13-12. Many packages can be downloaded from the Internet. Check the agency's site for download availability and any applicable fees. Vendors registered with DemandStar.com can download most packages at no cost from their web site – www.demandstar.com.

Qualified firms desiring to respond to the RFP must submit six (6) proposal packages, clearly marked on the outside:

Sealed Proposal for RFP #13-12
BANKING SERVICES

to St. Johns County Purchasing Department, 500 San Sebastian View, St. Augustine, Florida 32084, by or before the time stipulated above.

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

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

For purposes of this RFP, the County will accept proposals from qualified banks to provide the following services on a stand-alone basis or some combination thereof:

a) General Banking Services
b) Credit Card Merchant Services on a stand-alone basis

The County prefers to select one bank to deliver the services described herein. However, the County reserves the right to select multiple banks for selected services if the combination of cost and the level of services are beneficial to the County. In addition, banks are permitted to submit a response for either one of the major services, as listed in the Scope of Services, or a suitable combination of services. The overall objective of the County is to secure the most efficient and cost effective banking services by combining the banking and cash management needs of the Board.
Financial Profile: The Board maintains one master deposit account into which all collections from various sites are deposited. Checks, wire transfers, and ACH transactions for normal operations are drawn on this account. A separate zero balance or sweep account is maintained as a payroll clearing account; as well as individual depository accounts for each County department.

There are six separate accounts maintained for various debt escrow requirements associated with several financing instruments; deposit accounts; and a clearing account for the County Cultural Arts department.

Scope of Work – Banking Services: The scope of banking services to be provided to the County is as follows:

a) Special Services for Master and Sub-Accounts:
   - Banking Supplies: The depository bank may be requested to provide all necessary banking supplies. These shall include, but not be limited to, disposable deposit bags, coin wrappers, deposit slips (original and one copy) and deposit stamps. The Bank will also provide an adequate supply of night deposit box keys. The County reserves the right to purchase the supplies from another vendor.
   - Collateral: Deposits are to be collateralized as required by Chapter 280, Florida Statutes.
   - ACH and Wire Transfers: The bank will provide same day wire transfer from the County account and accept transfers into the account with immediate credit.
   - Transaction Closing Time: The County desires the latest transaction closing time available but no earlier than 2:00 PM. The Bank should clearly indicate its proposed cut-off time.
   - Armored Car Services: The County currently provides armored car service from the Building Services Center and other various County locations on a daily (Sunday through Saturday) basis. The time of pickup will be determined by the transaction cut-off discussed in the previous bullet.

b) Continuous Service: The Bank will have and maintain sufficient staff to support these requirements on a continuing basis without interruption of service. Severe or repeated breakdown of service for this reason will cause for cancellation of agreement. The County requires that the Bank designate one of its cash management services personnel to act as sole liaison with the County for all matters regarding its account. The County reserves the right to approve the person so designated and further reserves the right to approve the designation of any successor liaison.

c) Reconciliations: The Bank, as applicable, will provide partial and full reconciliation of the County’s checking accounts. The reconciliation, as a minimum, will consist of a summary of account activity, sorting each month’s canceled checks in numerical order, a copy of a computer printout showing in numerical sequence the check number, the dollar amount, the transaction date of each canceled check, the grand total dollar amount of the canceled checks and a listing of any missing checks. In addition to the printout, the information must be available in electronic file format and accessible via computer modem or Internet access.

d) Microcomputer Access: The County requires, at a minimum, on line access, through the use of a microcomputer terminal, to daily bank account balances, transaction history (at least 45 days), on line ability to issue stop payments, to make transfers between accounts and to initiate ACH and wire transfers. The Bank will provide the County the necessary software for access to these bank services. Such software should run on an IBM Compatible personal computer, using a Windows XP/ Vista/7 operating environment. Additional on-line services are encouraged, please describe. The County shall have computerized on-line access to its accounts that will allow the County to monitor account balances and review the previous day's activity by 8:00 AM the following day.

e) County's Right to Use Other Banks: The County reserves the right to establish demand deposit accounts in other banks, or provide for additional services from other banks, if the County so deems necessary. If the County elects to exercise this right the contract covered by this proposal shall remain in effect as regards all terms, agreements and conditions without penalty or diminution of ongoing banking services as contained therein and previously provided by the successful bank in this proposal.

f) Payment for Services: Payment will be accomplished by either the utilization of a minimum
compensating balance adjusted periodically or by a "specific charges for service" method. Should the County elect the compensating balance method, a specific account will be required to be established that will account for the compensating balance separate and apart from all other County funds. Monthly statements will be required for this account, which will be reconciled with the contracted compensating balance. If the County selects the "specific charges for service" method, the Bank shall submit quarterly invoices for the services rendered for the preceding months. Such invoices shall be accompanied by an account analysis for each account and summary analysis for all accounts combined which will itemize all charges. The analysis shall contain at a minimum, average daily ledger balance, less float and reserve requirements to arrive at a net collected balance. The total amount of the quarterly invoice from the summary analysis shall be paid within thirty (30) days upon receipt of invoice and supporting documentation by the County pursuant to audit and review less any contested charges.

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

**g) Other Services to be Provided:**

- **Wire Transfer of Funds:** In addition to Micro Computer Access, the Bank will be required to accept verbal requests from an established list of authorized County personnel for the execution of wire transfer of County funds to various vendors as well as with banks, federal agencies and government securities dealers in connection with the County’s purchase sale, or redemption, of investment securities such as United States Government obligations, CD’s, and repurchase agreements. To assure that the verbal instructions are adequately controlled, the County is willing to establish safeguards including but not limited to passwords, formal written confirmations, and reasonable practices requested by the Bank.

- **Direct Deposit (ACH):** Currently, the County provides direct deposit services for employee payroll, vendor accounts payable and foster care support recipients. In the future, we hope to expand this option for other payment options.

- **Access to Records:** The County, or its authorized representatives, shall have access to the books and records maintained by the Bank, with respect to such County bank accounts at all reasonable times, including the inspection, or copying of such books and records and all memoranda, checks, correspondence, or documents pertaining thereto. The Bank as required by applicable regulatory bodies shall preserve such books and records.

- **Credit Card Merchant Processing Services:** Currently the County accepts Master Card, Visa, Discover and American Express for on-site payment at all County departments and facilities. The Bank must include information detailing available services and fee schedules, including compensating balance information for related services offered, as well as e-commerce applications that are available.

**h) Start up Services:** The Bank will provide various services, during the weeks prior to the effective date of this contract, to allow the County to implement the full extent of the Banking Services contract on the effective date; recognizing that there will likely be no funds in those accounts until the effective date. Such services will involve, but not limited to:

- Assignment of an Account Executive and an alternate.
- Assignment of checking account numbers to County's various accounts.
- Processing of documents such as signature forms.
- Assistance in the design format of laser form checks, including size, MICR encoding, data transmission file set-up, etc.
- Ordering and encoding, with specific departmental identification numbers, deposit tickets and books.
- All other services normally associated with the establishment of a new commercial account.
Provide the necessary training to utilize the Banks on-line banking systems.

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

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<tr>
<th>TYPE TRANSACTION</th>
<th>FREQUENCY*</th>
<th>ACCOUNTS</th>
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<tbody>
<tr>
<td>Wires, Transfers In/Out</td>
<td>Daily</td>
<td>All Accounts</td>
</tr>
<tr>
<td>Internal Account Transfers</td>
<td>Daily</td>
<td>All Accounts</td>
</tr>
<tr>
<td>Overnight Investments</td>
<td>Daily</td>
<td>All Accounts</td>
</tr>
<tr>
<td>Regular Deposits</td>
<td>Daily/Monthly</td>
<td>All Accounts</td>
</tr>
<tr>
<td>Account Adjustments</td>
<td>Daily</td>
<td>All Accounts</td>
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<tr>
<td>Stop Payments</td>
<td>Daily</td>
<td>All Disbursement Accounts</td>
</tr>
<tr>
<td>Returned Checks</td>
<td>Daily</td>
<td>All Accounts</td>
</tr>
</tbody>
</table>

* FREQUENCY: Return document must be available on the next banking day for delivery by the armored car service.

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

a) Proposals shall clearly indicate the legal name, address and telephone number of the bank (corporation, firm, partnership, or individual). Proposals shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the bank to the submitted proposal.

b) The successful Bank will be required to execute a sworn statement to the effect that no person or affiliate has been convicted of a public entity crime as defined in Section 287.133 F.S.

c) The successful Bank must affirm that it is a "Qualified Public Depository" as defined under the Florida Security for Public Deposits Act; Chapter 280, Florida Statutes.

d) The successful Bank must show that it is able to offer the following services; or comparable banking services that will meet current and future County needs:

- A Federal or Florida chartered bank with a principal branch office located within St. Johns County.
- Financial services available beyond those included in the proposal.
- Online information reporting system.
- ACH software for payroll direct deposit, vendor accounts payables and foster care support payments; including data uploads/downloads to other software systems.
- Imaging services for cancelled checks and deposits.
- Partial and full reconciliation services.
- Fraud protection through "Positive Pay" or similar banking services.
- E-commerce applications.
- Zero balance accounts.
- Sweep investment services.
- Wire transfers from County finance offices.
- Internal account transfers between County accounts.
- Stop payments.
- Returned checks.
e) Additional bank qualifications with required supporting documentation:
   • A member of the Federal Reserve System and FDIC.
   • Tax Identification Number must be noted on Proposal Summary Form.
   • A summary of the bank’s financial resources (including the most recent audited financial
     statements and annual report of the bank and holding company, if any).
   • A listing of branches, emphasizing those locations within the County.
   • A listing of other local government accounts serviced by the bank indicating contact person(s) at
     the government unit.
   • An overview of the bank’s involvement in community service projects

Firms desiring to provide the required Banking services should apply by submitting one (1) original and
nine (9) copies for a total of ten (10) sets of the entire proposal containing the following information:

1. Each response must be accompanied by a letter of interest not exceeding two pages which
   summarizes key points of the response in this request for proposals and which is signed by an officer
   of the bank who is responsible for committing the bank’s resources. The letter of transmittal should
   include the following:
   • Name of the bank submitting the response
   • A statement that the bank is responding to St. Johns County’s request for statements of
     qualifications to provide banking services to St. Johns County, Florida;
   • Brief narrative of the bank’s qualifications to provide banking services to St. Johns County and
     company background information;
   • Name, title, and witnessed signature of the individual with responsibility for the response and to
     who matters regarding this RFP should be directed;
   • Mailing, street and email addresses;
   • Telephone and fax number of bank’s primary contact;
   • Bank’s Federal Tax Identification Number;
   • Type of Bank (Federal or State Charter);
   • Statement of Membership in the Federal Depository Insurance Corp;
   • Statement of Membership in the Federal Reserve System;
   • Bank Deposits Federally Insured up to $________;
   • Authorized Public Depository? If No, do you understand that you must become a Public
     Depository?
   • Number of Branches within St Johns County;
   • A listing which includes location, business hours, and if there is a night depository for each
     branch.
   • A listing of any local governmental agencies that the bank has provided the type of services
     required herein;
   • All required certifications
   • Specify the level of financial capability, financial stability, material equipment, facilities,
     personnel, resources, experience knowledge and expertise, or demonstrate ability to obtain any
     of these, necessary to meet contractual requirements.
   • Whether the proposer has a satisfactory record of performance on similar projects.
   • The proposer shall supply information that is fully responsive to the RFP, including, but not
     limited to, provision of any required license, permits, insurance, price sheets and organizational
     papers.
   • Indicate whether bidder/proposer has ever had a contract/agreement/business relationship
     terminated/cancelled/suspended, and if so, what were the reasons, and what was the ultimate
     outcome?
   • Indicate whether bidder/proposer has ever filed a Bid/RFP/RFQ protest, and if so, what were the
     reasons, and what was the ultimate outcome?
• Indicate whether bidder/proposer has ever filed an administrative or judicial action with any State agency or Stat court, and if so, what were the grounds/reasons, and what was the ultimate outcome?
• Such other information as the respondent deems appropriate.

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

PROPOSAL FORMAT AND ADDITIONAL INFORMATION: The firm shall submit a response complying with this request for proposals for banking services. The information, documents and materials submitted in the response must be complete and accurate in all material aspects. All responses must contain direct responses to the following questions or requests for information and be organized so that specific subject areas being responded to are readily identifiable and in the same sequence as outlined below. Responses to each numbered request for information must begin with the question or request repeated at the beginning of the response. The responses shall contain a certification by the responder that its response to this request for proposals contains full disclosure and is complete and accurate in all material respects.

1) Ability to Provide the Required Services – Each proposal must include the capabilities of staff as well as information on the approach and method of how banking services will be provided. It shall be assumed that the banking services, which are offered, meet or exceed the requirements in the Firm Requirements section of this Request for Proposal. If the bank cannot meet a service requirement, then the phrase “not available” should be entered on the proposal response for that requirement. In the case of a “not available” remark, the bank may offer an alternative service. Alternative proposals may be submitted for consideration. The information provided must specifically address the following:
   a. Staff Capabilities:
      • Biographical information on all bank officers that will be directly involved in the management of the County’s accounts; who the primary contact will be and what; if any, experience these officers have in working with public clients.
      • An organizational chart for the personnel who will be associated with the County’s accounts, including the roles of each person, and illustrating the relationship among the personnel.
      • Describe the responsibilities of the customer service personnel, including the chain of command for problem resolutions.
      • Is local customer service support available at the bank’s local branches?
      • What are the hours of operation of each customer service unit involved in supporting the proposed services?
      • If an error is discovered by the County, how would you propose to resolve it (i.e. who should the County contact first, etc.)?
      • IT Resources: Will the bank provide dedicated IT liaison(s) to work on set-up, file transfer,
testing and troubleshooting / issue resolution. During what hours is technical support available (specify time zones)?

b. Interest Earnings and Credits:
   • How interest on the overnight sweep investment (overnight repurchase agreement) will be calculated and credited on all accounts. Be specific.
   • A return history for overnight repurchase agreements or other appropriate sweep facility for recent three year period.
   • The method used to calculate the earnings credit rate (ECR). Is the reserve requirement deducted from the available balance before the ECR is calculated? If not, please include in the bank explanation the impact of the bank reserve requirement, the bank formula for converting service charges to balance requirements and a listing of the bank earnings credits and reserve requirements for recent three year period.

c. Overnight Investment Options
   • Repurchase Agreements - In order to facilitate maximization of investment earnings, the County would like to utilize an overnight “sweep” arrangement, wherein an overnight repurchase agreement is entered into each business day. At the end of each business day, all un-invested balances (collected funds, float, etc.) in various specified accounts (less the amount required for the bank to maintain its reserve requirement) are swept into an overnight repurchase agreement. All overnight repurchase agreements must follow the specifications of the County’s Master Repurchase Agreement, which the bank will be required to sign. The County’s Master Repurchase Agreement requires that securities used for collateral be limited to only United States Treasury Securities or Federal Instrumentalities. The maximum maturity of securities shall not be greater than ten (10) years and all collateral will have a margin (haircut) of 102 percent after market value. However, the bank has the option to offer other alternatives to overnight repurchase agreements. The bank must provide full documentation of the alternative with the proposal.
   • If the County desires a secured overnight investment (i.e. money market mutual fund, collateralized deposit), what short-term investment vehicle(s) does the bank propose to use for the overnight investment or sweep of the County demand deposit accounts?
   • Alternatively, does the bank offer an unsecured overnight option (i.e. interest bearing checking account, money market deposit account) offering a higher yield?
   • Does a reserve requirement apply to these proposed options?
   • Provide investment return history for the last three years for all investment/deposit options proposed. Please show the yield for each month.
   • Describe your policy for crediting interest earned to demand accounts.
   • If a sweep is proposed, what time of day is the sweep deadline? Is it end-of-day or next-day sweep?
   • What applicable fee (if any) applies for funds swept into these investment vehicles? How is the fee calculated?
   • If the bank is proposing a money market mutual fund, provide a copy of the current prospectus and, if multiple classes are offered, identify the class of shares, including ticker symbol or CUSIP.
   • Does the bank offer a money market portal to invest liquid funds? Please describe the functions and capabilities of the portal.
   • Describe the information reports available for each investment alternative, including the methods of access or distribution and frequency of updates.
   • How many clients are using the bank’s money market portal? What is the total value of assets?
   • Describe the short-term investment options available through this portal (i.e. # of funds, other investments).
Can excess balances in DDA accounts automatically be invested in a default investment option selected within the portal or do funds have to be manually transferred by an authorized individual?

How are funds transferred from the main depository account to the money market portal (intra-bank transfer, ACH, wire)?

Is there a minimum account value or daily transaction size that is required?

Are there any charges for using the bank's money market portal? Please describe.

Summarize any insurance coverage that is relevant to this investment platform.

d. Deposit Processing:

What is the cut-off time to ensure same day ledger credit? The County desires the latest transaction closing time available but no earlier than 2:00 PM.

- Is it the same for cash as for checks, drafts, etc.?
- Are there any options that might affect this cut-off time (e.g., provisional credit, and delayed verification)?

Are weekend or holiday deposit services available? Is there an additional fee or discount for utilizing these services?

What type of deposit bags does the bank allow/require?
  - Does the bank provide these bags?
  - Does the bank charge a fee for these bags?

Are there any benefits to separating cash and checks in two deposit bags?

Does the bank require that checks and currency be on separate deposit tickets?

Are the deposit tickets that the bank provides available in multiple part forms? How many copies does the bank require?

Does the bank require that cash be deposited in standard straps only? Is there a penalty for depositing non-standard straps?

Does the bank accept loose and/or rolled coin for deposit at the vault, and branch locations? Is there a fee for depositing loose or rolled coin?

What type of check reader/sorter does the bank use?

How does the bank determine and calculate availability of deposited items?
  - Does the bank give immediate availability for on-us items?
  - Does the bank calculate availability by item or formula?
  - Does the bank use a standard schedule? Accelerated schedule? How often is it updated?
  - Provide a copy of the availability schedule that will apply to deposits into the County's accounts.

What are the requirements for depositing checks (e.g. pack size, audit tapes)?

Does the bank accept pre-encoded checks
  - Provide a copy of the bank's instructions for pre-encoded checks.
  - Is there a discount for pre-encoded checks?
  - Does the bank require that the checks be endorsed in conformance with Reg. CC in order to qualify for a discount?
  - Describe the bank encoding quality-monitoring process.

What courier services does the bank provide, if any, for pick-up and delivery of check deposits? If not provided by the bank, what third-party couriers are available and/or recommended? What is the cut-off time for same day credit?

Provide a list of the bank's holidays.

The bank will furnish the County with a Schedule of Funds Availability for the clearing of deposits. The schedule shall contain the latest time of the day for deposits to incur the least number of days for clearing each of the following deposit items. Checks drawn on:

- The Selected Bank ("on-us" Items)
- Local (St. Johns County) checks
e. Deposit Verification:
- How will the bank return the validated deposit receipts to us? Within what time frame?
- If provisional credit is given, when does verification take place? In 24 hours? In 48 hours?
- Does the bank identifies and adjusts all discrepancies?
- If no, at what dollar amount does the bank write off discrepancies?
- What is the standard procedure for reporting deposit adjustments? What additional options are available (e.g., copies to multiple locations)?
- What is the bank’s policy on receipt of tampered bags?
- When counterfeit bills are discovered, what is the bank notification and adjustment process?
- Does the bank provides training for the County’s cashiers regarding procedures to recognize counterfeit Vault Services
- Does the bank have an automated vault service? Describe the deposit and change order procedures, cut-off times, and other features of this system.
- Are there minimum purchase requirements (e.g., standard straps of currency and full boxes of coin)? Is a discount offered for purchasing standard amounts? What settlement options are available for change orders (e.g., cash, check, debit to account, wire)?

f. Return Item Processing:
- Can return items be automatically re-deposited? If so, how many times?
- Is this service optional by location?
- Can copies of all re-deposited return items be provided to the depositing location or a central office? If so, within what time frame?
- Provide the bank’s standard return item processing instructions. List any non-standard options that are available.
- Can the bank provide a detailed return item transmission to the County? If not, when will the service be available?
  - Is there a separate record for each returned item?
  - Can these records identify the depositing location and the type of item being returned (e.g., personal check, traveler’s check, and money order)?
  - Indicate which of the following details the bank can report:
    - Check number
    - Check date
    - Check amount
    - Reason code
    - Check account and ABA number
    - Full name on check
    - Complete address
    - Phone numbers
    - Driver’s license number and state
    - Original deposit date
- Does the bank have a policy to refuse return items not sent through the system in a timely manner?
- Does the bank assign float to return items?

g. Electronic Deposit Processing:
- Can the bank provide electronic reporting of deposit detail (ACH’s, lock box and merchant cards) activity? On what frequency is the information available, e.g., daily, weekly and monthly?
• Can multiple users from multiple locations access the information? If so, can the bank restrict users to accessing only portions of the information? Do users have the flexibility to access only portions of the information?
• Is the transmission a BAI formatted file? If not, what type of format can be provided?
• For daily reporting, what time each day is the data available?
• Are transmission file(s) created and available for accesses by mainframe and/or personal computer?
• What baud rates are available for downloading bank information?
• Describe the technical support available to aid in electronic data transmissions.
• What type of output media is available for deposit reporting, e.g., mailed paper report, magnetic tape, cartridge, CD-ROM, and electronic transmission?
• The County’s is interested in setting up a positive pay program for the County’s accounts payable, payroll, pension, payroll and risk management payments. Please provide a brief description of your positive pay process.

h. Remote Deposit Capture:
• Describe the bank’s capabilities to process checks through remote deposit capture (RDC).
• When does your RDC service require that deposit totals be entered, before or after scanning the checks?
• Is there a limit on the number of checks that can be contained in a single deposit?
• Does your service allow for multiple deposits in a single day?
• How will we be notified of deposit corrections and/or adjustments?
• Describe the process used for balancing and correcting deposits transmitted to your institution.
• Does your service offer the ability to adjust data using recognition technology (MICR), Optical Character Recognition, Intelligent Character Recognition that was not captured correctly by the scanner? If yes, please describe. If no, does the service allow the addition, deletion and rescanning of checks during both the correction and balancing functions?
• What equipment would the bank recommend? What is the price for this equipment? What is the current error rate for the scanners?
• Can checks be automatically endorsed with the bank’s RDC service? Is the automatic endorsement an electronic image or printed on the check?
• What are the peak transaction times? How does this affect the system’s response time?

i. Wire Transfers:
• What are the opening hour and the cut-off time in Eastern Standard Time for initiating wire transfers to ensure same-day execution? List by type of transfer and method of communication.
• What is the cut-off time for incoming domestic wire transfers to receive same day credit?
• Does the bank provide end of daytime extensions for processing if Fed wire hours are extended? If so, how would the company be advised?
• How soon after wire execution would an internal bank confirmation/sequence number (not the Fed Reference number) be available? Explain any delays.
• When and how can a wire transfer be canceled after the County releases it to the system? What is the latest time in the day to cancel? Is there a charge for cancellation?
• How does the County track the status of transfers once the transfer is in the system (input, approved and released)? How does this differ for telephone initiated wire transfers?
• What is the bank’s policy in case of a wire transfer failure for which the County has confirmed receipt of instructions?
• How and when is the County notified of a failed wire transfer?
• Does the bank operate its own wire transfer system in-house? If not, is the system purchased and customized? Who is the vendor? Do all of the bank’s branches and affiliates utilize the same system?
- Describe the most recent major hardware and/or software upgrade.
- Does the wire transfer system reside on the bank's central computer system? Do customers interact with that system?
- Is the customer system a PC-resident system? If so, is it a stand-alone product or part of a family of information products?
- How is the customer's access to the bank's wire transfer systems controlled?
- Does the bank offer its customers dual control release options (intermediary approval level) for electronically initiated transfers? If so, describe.
- Is security the same for repetitive and free form wires initiated by all of the methods listed above? If not, how does it differ?
- Are security access codes (passwords) encrypted or authenticated? Is a Log-on Report available showing all log-on over a given period, including User ID, date and time?
- Can dollar limits by user and function be established for single transaction amounts and daily aggregate amounts?
- What controls has the bank put in place to prevent wire transfer fraud? What has been the bank's experience with fraud in the wire transfer area?
- On what basis does the bank calculate daylight overdraft positions?
- Describe measures to assure that the customer will not be charged for overdrafts due to bank delays in posting investment income, incoming wires and other credits.

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

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

l. Account Reporting:
- Will the account reporting system provide beginning and ending ledger (book) balances, collected balances, available balances, and float assignment?
- What current-day reporting is available through the reporting system?
- What cross product reporting is available (e.g., ACH, wire)?
- Do Zero Balance Account (ZBA) reports include float?
- What time each day is the data available?
• How many business days is data stored on the reporting system and available for the County to access?
• What technical specifications will be required for the County's system?
• Is specific software required to communicate with the bank's system?

m. Image Processing:
• Describe the bank’s current image processing capabilities.
• Do they include “on-line” access to return and adjustment images?
• If not currently available, when does the bank plan to implement image services?
• What are the hardware and software requirements for the County?

n. Customer Service and Quality:
• Indicate the bank bank's customer service organizational structure (choose one):
  — Separate customer service department for depository services
  — Centralized customer service department for all cash management services
  — Customer service function contained within depository services operating unit(s).
• Will a specific customer service representative be assigned to handle the County?
• Describe the responsibilities of the customer service personnel, including the chain of command for problem resolution.
• Is local customer service support available for the customer's depositing locations?
• What are the hours of operation of the customer service unit? [Specify time]
• How does the bank handle inquiries requiring research and adjustments?
• Are there established turn-around times for research and adjustment items? If yes, specify.
• Does the bank provide technical customer support for computer hardware, software, and communications problems?

o. Bank Fees:
• Will the Bank guarantee prices for the initial, 5-year term of the contract?
• Would the County order deposit tickets and other supplies through the bank or directly from a vendor? How are the charges handled?
• Will the bank cash the County's payroll checks without charge? If not, what is the charge? Is a check cashing agreement required? If yes, include a copy. What controls are in place to minimize check fraud?
• How and when is the County notified of a price change after the initial 5-year term?
• Is there a fee or other assessment for FDIC Insurance? Is this a pass-through charge? Is this charge assessed on ledger or collected balances? If so, how does the bank calculate the charge?
• Can the County decide how the balances in its accounts will be grouped for purposes of compensation, e.g., assessed individually, by division, or at the relationship level?
• When calculating average balances, are positive and negative balances netted?
• How does the bank charge for overdrafts? Does the bank charge for use of uncollected funds? If so, how is the charge calculated?
• What billing period options does the bank offer? How and when will the County be billed for deficiencies?
• How long are excess balances carried forward and applied to charges in future billing periods?
• How soon after the close of the billing period is the account analysis available to the County?
• How are adjustments reflected on the account analysis?
• Is the bank's account analysis available electronically via the Internet? Can the account analysis data be sent electronically in Microsoft Excel?
• Please describe the procedures used to adjust bank statements and to assure a corresponding adjustment to account analysis statement. How is the adjustment handled if the analysis period has already ended?
• Please provide a sample invoice for the County's account. The County will not permit the bank to debit the County's account for the payment of any bank fees.
• Are you willing to offer any transition or retention incentives?
• Are there any additional price breaks or incentives if one or both Service Groups are awarded to your firm?

p. On-Line Communications:
• Describe your on-line system for clients and their investment managers. Describe the information available, i.e. pending trades; accounting information, asset lists by account including market value, transaction history, summary of account market values for the portfolio, and securities on loan.
• How current is on-line information, and how many hours per day is it available?
• Can clients retrieve on-line information in a customized reporting format? If so, describe your custom reporting flexibility and limitations. Is the data compatible with lotus or other PC based software?
• How long have you offered on-line services? Provide a description of remote site hardware and software required by clients and investment managers.
• What provisions are made for training of client personnel in the use of the system?
• What information, current and historical, is provided and available on-line in raw data elements? Indicate when and how this information is available/accessible.

q. Accounting/Reporting:
• Provide a complete description of your accounting system.
• Does your system report or accommodate trade date, contractual settlement date, cash basis accounting or a combination? Are any other methodologies available (i.e., tax lot, etc)? Please explain.
• What is the lag time between trade execution, availability of on-line transaction date to the client, and the posting of the transaction to your accounting system?
• Can you carry the book value of securities at original cost, amortized/accreted cost, average cost, or some other basis? How do you compute realized gains and losses?
• Do you have the capacity to report brokerage commissions by account and by transaction?
• Explain the methodology and policies in place for accrual accounting. What transactions are not accrued?
• Describe your ability to implement, establish and maintain a fixed income portfolio based on amortized cost. Describe the amortization/accretion methods available to the fund, frequency of processing, conversion experience, and the current value of fixed income being maintained by you using this application.
• What is your source and how do you account for pay down information? Do you maintain a record of the original face amount purchased?
• Is reporting provided on a trade date, accrued basis?
• Describe your standard reporting package. Provide copies of reports available to clients.
• Which standard reports are available on-line? Are they available the next business day? Describe when and how we would access these reports.
• How soon after accounting periods are fully audited reports available?
• What steps are taken to ensure the accuracy of your reports? Are reports audited before they are mailed to clients? If so, by whom?
• Are you willing and able to prepare special reports from available data? Is there an extra charge for this service?

r. Audit Controls:
• Provide copies of your most recent annual report, 10-K and 8-K filing.
• Who is responsible for monitoring audit recommendations made to management? Describe the process.

s. Custody/Safekeeping:
• Describe your depository memberships (i.e., DTC, FRB, PTC) and the services you use at these depositories.
• Describe your system for the registration and custody of assets.
• Describe where and how the receipt and delivery of "physical" securities occur and how are they secured. Describe any involvement of second party banks in the clearing of such transactions.
• Briefly describe your securities settlement process. Describe your procedures and capabilities for settling and accounting for same day cash trades.
• Are purchases and sale settlements made on an actual or contractual basis? If you utilize a contractual settlement approach, are there any stipulations or exceptions to this method?
• How and when do you record and report (within your system, to clients, to investment managers, etc.) corporate actions?
• What is the source of your pricing data for stocks, bonds, options, and convertibles and including how frequently prices are updated?
• How do you handle corrections/reversals (i.e., as adjustments or as offsetting purchases and sales)?

t. Cash Management:
• What is your policy toward crediting of interest and dividends on payable dates? Are income payments credited in same day funds?
• When are funds withdrawn for purchases? Credited for sales? Fed funds or clearing house funds?
• Describe your system for monitoring cash balances. Do you sweep cash automatically? If so, how often and to what balance? Or do you purchase and sell manually each day to accomplish this task?
• How are instructions for investment transactions relayed to you? Are there any time restrictions? What procedures are in place to identify, follow-up and resolve failing trades? What percentage of transactions failed for the most recent calendar year?
• What short-term investment vehicles (describe in detail) are available to your clients?
• What percentage of fails did you experience in the last three years for sales and for purchases?

u. System Capabilities:
• What are your systems capabilities (hardware and software)? How long has the current hardware been in place?
• Is the Custody department supported by a dedicated data processing programming and application staff? How many and what level of vendor support personnel are on-site?
• What back-up and recovery capabilities are in place in case of malfunctions or emergencies? Where is the back-up system located?
• Describe your disaster plan procedure and results of such tests performed in the last year.
• When was the software developed and was it developed internally or externally?
• What are your security procedures that protect customer information, especially with respect to unauthorized access to data? Please describe in detail all security measures.

v. Conversion:
• Please describe your approach to the implementation and conversion process. Include an estimated conversion calendar.
• What dedicated resources (personnel, equipment, training of personnel, consultants, etc.), procedures, and controls will you provide or recommend in the conversion period to ensure that the conversion is completed successfully in both a timely and accurate manner.

w. Credit Card Processing:
• The bank shall operate an electronic credit card processing system which will provide prompt authorization, data capture, settlement and will deliver collected funds to the designated depository bank account on the next banking day after the credit card payment is made.
• Pricing should be quoted for electronic authorization with a back-up system, as well as telephone transactions. In the future, the County may desire other authorization methods and the fees will be separately negotiated.
• Training must be provided to staff members of the County.
• All supplies and equipment necessary to operate the credit card payment system must be provided.
• The County must be able to monitor transaction data for individual receipting locations. Please describe the monitoring capabilities available to the County.
• Disputed and returned credit card transactions will be returned to the County. Please describe the information provided with returned items.
• The prices shall be fixed for all contracts resulting from this RFP. If the bank or subcontractor is passing on fees originated by some other organization beyond their control the bank may request a change in fee and support the request with proper documentation. Any change in fee will be at the discretion of the County.
• Listed below are the credit cards that must be accepted on behalf of the County.
  o Master Card
  o Visa
  o American Express
  o Discover Card Network

  BOARD – Included in Central Cashiering are Building Services, which has an average monthly total credit cards sales of $272,000; the County Golf Course collects $73,000. All credit card deposits are transmitted electronically.
• What cut-off time for credit card transaction does the bank propose to offer? All transaction processed by the cut-off time must be credited to the County bank account on the next banking day.
• Describe the authorization services provided by the bank:
• Describe in detail how an authorization would be requested and a response delivered. Include details on the equipment to be used.
• Can the bank offer both Credit Card and Debit Card/Point of Sale (POS) settlement services? If yes, describe.
• Can the bank offer a back-up authorization method if terminals are non-operational?
• Please describe in detail the proposed back-up authorization method.
• What is the response time for each authorization method?
• Please list references of large credit card merchant accounts serviced the by bank. Include a contact person and telephone number for each reference.
• Name the person in the bank who would be primarily responsible for handling credit card services for the County. List the person’s title, address, and telephone number.
• If the bank will be using other firms to assist in fulfilling the service requirements set out in this request for proposal list the subcontractor(s) that will be used. (Suppliers do not need to be listed). The following information is required for all sub-contractors:
  o Services to be performed
  o Name of firm
  o Address of firm
  o Contact person
  o A financial statement

x. Implementation and Conversion:
• Provide a detailed description of the implementation process, including testing and a sample implementation schedule.
• What is the average lead-time required for implementation, including but not limited to the following services? What are the critical factors that may impact that lead-time?
  o Deposit ticket orders/endorsement stamp/Checks
• Account opening
  • Information reporting/detail transmission
  • Deposit reconciliation
  • Encoding equipment
  • Other
  • Describe materials available and/or any on-site training provided by the bank in the areas listed below.
    • Cash deposit preparation
    • Change order procedures/systems
    • Information reporting/detail transmission systems
    • Technical support
  • Does the bank assign an implementation team? Describe a conversion plan to transfer assets of the County to the bank.

y. Sample Reports and Contracts:
  • Please provide samples of the following reports (on-line reports) that you would propose to use in meeting the needs of the County, such as:
    • Reconciliation Reports
    • Daily Balance Report
    • Repurchase Agreement Calculation Schedule
    • Monthly Bank Statement
    • Schedule of Collateral Pledged
  • Not limited to the following, please provide samples of the following agreements you would propose to use in conjunction with this engagement:
    • Wire (Funds) Transfer Agreement
    • ACH Agreement
    • Zero Balance Account Agreement
    • Sweep Investment Service Agreement
    • Custodian Agreement

2) Fee Quotation – A fee quotation shall be completed in accordance with Appendix A. Please provide the pricing chart in Excel submitted on a CD with the proposal package.

3) Experience – St. Johns County requires that each firm responding to this request for banking services provide the following information.
   a. Describe the organization, date founded, ownership, and other business affiliations (please provide number and location of affiliated offices).
   b. Provide the address of the office location that will service the account.
   c. List the address of all branch offices in the county boundaries and surrounding area and supply a map showing branch locations.
   d. Describe the experience of the financial institution in providing similar services for other public clients, or similar agencies.
   e. Include copies of the most recent audited financial statement with the proposal.
   f. Provide five public references (if possible, where similar services were provided) including the length of time the bank has provided services, client name, contact personnel, address, and phone number. The County may contact these references during the evaluation process.
   g. Provide the number of clients where similar services were provided who have terminated services in the last three years.

4) Other Financial & Community Services - Include information on any other cash management services currently provided or planned by the bank that may benefit the County. Additionally, provide the following information.
   a. Describe the bank's capabilities relative to the use of optical imaging of checks, deposit items and statements.
b. Describe any collateral limitations your bank may have with respect to the overnight investment account or F.S. Chapter 280 requirements.

c. Describe any new innovative services that have recently been developed or are in the process of being developed that may benefit the County.

d. Please provide any additional information that your bank believes to be pertinent but not specifically requested elsewhere in the RFP.

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

<table>
<thead>
<tr>
<th>Firm / Bank</th>
<th>Standard &amp; Poor’s Rating</th>
<th>Moody’s Investor Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Short-Term Unsecured Senior Debt</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Long-Term Unsecured Senior Debt</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bank Holding Company</th>
<th>Standard &amp; Poor’s Rating</th>
<th>Moody’s Investor Services</th>
</tr>
</thead>
<tbody>
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</tr>
<tr>
<td>Long-Term Unsecured Senior Debt</td>
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</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Rating Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ability to Furnish the Required Services</td>
<td>0-40</td>
</tr>
<tr>
<td>Fee Quotation and Earnings Potential</td>
<td>0-20</td>
</tr>
<tr>
<td>Experience</td>
<td>0-20</td>
</tr>
<tr>
<td>Other Financial and Community Services</td>
<td>0-10</td>
</tr>
<tr>
<td>Financial Strength</td>
<td>0-10</td>
</tr>
<tr>
<td><strong>Maximum Points Allowed</strong></td>
<td><strong>0-100</strong></td>
</tr>
</tbody>
</table>

Please see attached Evaluation Sheet and Criteria. Review Committee members will individually review proposals. Final rankings will be compiled, summarized and ranked in a Public Meeting at 500 San Sebastian View, St. Augustine, FL 32084. This meeting will be held in accordance to all applicable Sunshine Laws according to Florida Statutes. The evaluation team will make recommendations based upon the written submittals. Award of this RFP shall be made to the proposer/proposers who, in the sole opinion of the County, is/are deemed the most advantageous for the County.

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

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

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

CONTACTS: Questions related to the RFP should be directed to Bridget Mein, St. Johns County Purchasing, 500 San Sebastian View, St. Augustine, FL 32084, fax number (904) 209-0163. Inquiries related to the work scope, clarification or correction must be in writing – by fax, email or mail - and received no later than 4:00 p.m. on October 18, 2012 to allow adequate time for response and/or an addendum. All addendum(s) will be issued by the Purchasing Department no later than 4:00 p.m. on October 25, 2012. Please do not contact any other staff member of St. Johns County, except the above, with regard to this RFP. All inquiries will be routed to the appropriate staff member for response.

DUE DATE AND LOCATION - The letters of interest and supplemental information will be received until 4:00 p.m. on November 1, 2012. Mail or deliver all proposals to Bridget Mein, Contract Specialist, St. Johns County Purchasing Department, 500 San Sebastian View, St. Augustine, FL 32084.

The St. Johns County Board of County Commissioners reserves the right to reject any or all proposals, waive minor formalities or award to and negotiate with the firm whose proposal best serves the interest of St. Johns County.

BID PROTEST: Any bidder, proposer or person substantially and adversely affected by an intended decision or by any term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than 72 hours (excluding Saturdays, Sundays and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, notice of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County's Purchasing Manual are incorporated by reference and are fully binding.

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

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

**CONTRACT TERM:** It is the intent to award a contract for an initial five (5) year period with the County having the options to renew it for two (2), two (2) year periods for a possible total of nine (9) years. The decision to renew the contract will be at the sole discretion of the County. Submitting banks are requested to outline how their fee structures will be adjusted for inflation during the contract.

The Bank, which is awarded the contract, shall be required to enter into three separate written contracts; one with the Board, one with the Clerk, and one with the Sheriff in a form approved by legal counsel for each. This RFP and the proposal, or any part thereof, may be incorporated into and made a part of the final contracts. The County reserves the right to negotiate the terms and conditions of the contract with the selected Bank. All applicable laws and regulations of the State of Florida and ordinances and regulations of St. Johns County will apply to any resulting agreement.

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

**INSURANCE REQUIREMENTS** - The successful bidder / proposer shall indemnify and hold St. Johns County, Florida, harmless against all loss, damage, or expense for reason of injury to person or property arising out of the use of or activities on any related premises by the successful bidder/proposer, its’ agents, representatives, vendors, sub-vendors, or employees. Prior to commencement of service/deliveries under this Contract, the successful bidder’s insurance coverage shall comply with the following insurance requirements:

The CONTRACTOR shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the COUNTY. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONTRACTOR shall furnish proof of Insurance to the COUNTY prior to the commencement of operations. The Certificate(s) shall clearly indicate the CONTRACTOR has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY. Certificates shall specifically include the COUNTY as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. A brief description of operations referencing the Bid Number, Contract Title, Location, and/or Agreement/Resolution Number shall also be listed as a description on the certificate. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.

Certificate Holder Address: St. Johns County
500 San Sebastian View
St. Augustine, Fl 32084

A. **Standard Contract for Service: $500,000 or less with no unusual hazards** - The CONTRACTOR shall maintain during the life of this Contract, Comprehensive General Liability
Insurance with minimum limits of $1,000,000 per occurrence, $2,000,000 aggregate, to protect the CONTRACTOR from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

The CONTRACTOR shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of $1,000,000.

The CONTRACTOR shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of $300,000 combined single limit for bodily injury and property damage liability to protect the CONTRACTOR from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by a CONTRACTOR.

The CONTRACTOR shall maintain during the life of this Contract, adequate Workers’ Compensation Insurance in at least such amounts as are required by the law for all of its employees (if three or more) per Florida Statute 440.02.

B. **Major Contract for Service: $500,000 or more with unusual or high hazards** - The CONTRACTOR shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of $1,000,000 per occurrence, $2,000,000 aggregate to protect the CONTRACTOR from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

The CONTRACTOR shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of $1,000,000.

The CONTRACTOR shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of $2,000,000 combined single limit for bodily injury and property damage liability to protect the CONTRACTOR from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by a CONTRACTOR.

The CONTRACTOR shall maintain Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of $1,000,000.

The CONTRACTOR shall maintain during the life of this Contract, adequate Workers’ Compensation Insurance in at least such amounts as are required by the law for all of its employees (if three or more) per Florida Statute 440.02.
Purchasing Department
St. Johns County Board of County Commissioners
Definitions of Evaluation Criteria for
Ranking of RFP #13-12

A. Ability to Provide the Requested Services (0 to 40 Points) - St. Johns County requires that each firm responding to this request for proposals address the requested information under this particular subsection of the RFP beginning on Page 7. This will be graded on a 0-40 scale.

B. Total Fee Quotation (Score) (0 - 20 points) - St. Johns County requires that each firm responding to this request for proposals address the requested information under this particular subsection of the RFP contained in Appendix A.

Rank the stated fee for the bank relative to other banks as follows:
1. Compensating balance (calculate per example below)
2. Average estimated monthly fee (calculate per example below)

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

<table>
<thead>
<tr>
<th>Bank</th>
<th>Proposed Compensating Balance</th>
<th>Percentage</th>
<th>By</th>
<th>Weight</th>
<th>Equals</th>
<th>Weighted Score***</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>$1,500</td>
<td>100%</td>
<td>X</td>
<td>10</td>
<td></td>
<td>10</td>
</tr>
<tr>
<td>B</td>
<td>$2,000</td>
<td>75%*</td>
<td>X</td>
<td>10</td>
<td></td>
<td>8</td>
</tr>
<tr>
<td>C</td>
<td>$2,500</td>
<td>60%**</td>
<td>X</td>
<td>10</td>
<td></td>
<td>6</td>
</tr>
</tbody>
</table>

* Firm B’s percentage is $1,500 ÷ $2,000 = 75%
** Firm C’s percentage is $1,500 ÷ $2,500 = 60%
*** Weighted Score shall be rounded to nearest whole number

<table>
<thead>
<tr>
<th>Bank</th>
<th>Proposed Average Estimated Monthly Fee</th>
<th>Percentage</th>
<th>By</th>
<th>Weight</th>
<th>Equals</th>
<th>Weighted Score***</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>$20,000</td>
<td>100%</td>
<td>X</td>
<td>10</td>
<td></td>
<td>10</td>
</tr>
<tr>
<td>B</td>
<td>$25,000</td>
<td>80%*</td>
<td>X</td>
<td>10</td>
<td></td>
<td>8</td>
</tr>
<tr>
<td>C</td>
<td>$28,000</td>
<td>71%**</td>
<td>X</td>
<td>10</td>
<td></td>
<td>7</td>
</tr>
</tbody>
</table>

* Firm B’s percentage is $20,000 ÷ $25,000 = 80%
** Firm C’s percentage is $20,000 ÷ $28,000 = 71%
*** Weighted Score shall be rounded to nearest whole number

C. **Experience (0 to 20 Points)** - St. Johns County requires that each firm responding to this request for proposals identify its qualifications according to the information requested under this particular subsection of the RFP beginning on page 17. *This will be graded on a 0 – 20 scale.*

Does the bank’s prior governmental banking experience and approach to this RFP appear to position the bank to both best respond intelligently to the County’s needs and to anticipate the County’s future needs?

D. **Other Financial & Community Services (0-10 points)** – St. Johns County requires that each firm responding to this request for proposal identify other financial and community services according to the information requested under this particular subsection of the RFP beginning on page 18.

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

E. **Financial Strength (0-10 points)** – St. Johns County requires that each firm responding to this request for proposal determine financial strength according to the information requested under this particular subsection of the RFP beginning on page 18. *This will be graded on a 0 – 10 scale.*
# EVALUATION SHEET

**Banking Services**

**ST. JOHNS COUNTY, FLORIDA**

**CRITERIA FOR RANKING**

<table>
<thead>
<tr>
<th>FIRM</th>
<th>A. Ability to Provide the Required Services 0 TO 40 POINTS</th>
<th>B. Fees 0 TO 20 POINTS</th>
<th>C. Experience 0 TO 20 POINTS</th>
<th>D. Other Financial &amp; Community Services 0 TO 10 POINTS</th>
<th>E. Financial Strength 0 TO 10 POINTS</th>
<th>TOTALS</th>
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<td></td>
</tr>
</tbody>
</table>

**DATE:**

**PROJECT:** RFP 13-12 Banking Services

**SIGNATURE OF RATER:** ___________________________  **PRINT NAME:** ___________________________

**DATE:** ______

24
Appendix A
St. Johns County Board of County Commissioners
Request for Proposals
Banking Services
Financial Proposal Summary for RFP #13-12

Bank is required to complete the following pricing list, which reflects the estimated requirement of the Board, and will be the determining factor in evaluating cost of services. These services will be required at the start of the contract. Indicate N/C if there is no charge for an item. If bank wishes to incorporate additional service items, please use blanks provided. Please provide the pricing chart in Excel submitted on a CD with the proposal package.

Includes Payroll

<table>
<thead>
<tr>
<th>Banking Service</th>
<th>Monthly Volume</th>
<th>Unit Cost</th>
<th>Monthly Cost</th>
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</thead>
<tbody>
<tr>
<td><strong>Balance Related Services</strong></td>
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</tr>
<tr>
<td>FDIC Assessment Mthly IB</td>
<td>550.65</td>
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<tr>
<td>FDIC Assessment Mthly</td>
<td>1,605.43</td>
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<tr>
<td><strong>General Account Services</strong></td>
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<tr>
<td>Stmt w/Image Classic-Mthly Base</td>
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<tr>
<td>Non Acct Holder Check Cashing- Full</td>
<td>16</td>
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<tr>
<td>Account Maintenance w/ Check Return</td>
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<tr>
<td>Subaccount Maintenance</td>
<td>16</td>
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<tr>
<td>Account Maintenance - Computer Record Storage &amp; Retrieval</td>
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<tr>
<td>Zero Balance Monthly Base</td>
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<tr>
<td>Debits Posted</td>
<td>181</td>
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<tr>
<td>Credits Posted</td>
<td>349</td>
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<tr>
<td><strong>Lockbox Services</strong></td>
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<tr>
<td>E-Box Monthly Maintenance</td>
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<tr>
<td><strong>Depository Services</strong></td>
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<tr>
<td>Cash Vault Coin Deposited - Rolled</td>
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<td>Cash Vault Deposit Adjustment</td>
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<td>Cash Vault Currency/Coin Deposited</td>
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<td>Deposit Location Reporting - Item</td>
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<td>Deposit Location Reporting – Item</td>
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<td>Return Item Image - Fax</td>
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<td>Deposited Checks</td>
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<td>Encoded Checks</td>
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<td>Cash Deposit/$1 at Teller Window</td>
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<td>Cash Vault Bag Deposit Processing</td>
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<td>Change Order Charge</td>
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<td>Rolled Coin Ordered</td>
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<td>Currency Ordered/$1</td>
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<td>Return Item - Chargeback</td>
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<td>CEO Return Item Retrieval Image</td>
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<td>Return Item Special Inst Mthly Base</td>
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<td>Service Description</td>
<td>Monthly Cost</td>
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<tr>
<td>Banking Service</td>
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<td>Return Items – Re-deposited</td>
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<td><strong>Paper Disbursement Services</strong></td>
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<td>Positive Pay Exception - CEO Image</td>
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<td>Printing and Supplies - Vendor</td>
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<td>ARP Checks Paid - Full Recon</td>
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<td>Stop Payment Online</td>
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<td>DDA Checks Paid</td>
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<td><strong>Paper Disbursement Recon Services</strong></td>
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<td>ARP Monthly Base - Full</td>
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<td>ARP Full Recon - Item</td>
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<td>ARP Output - Transmission</td>
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<td>ARP - Aged Issue Records on File - Item</td>
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<td><strong>General ACH Services</strong></td>
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<td>Electronic Credits Posted</td>
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<td>ACH Monthly Base</td>
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<td>ACH One Day Item</td>
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<td>ACH Two Day Item</td>
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<td>ACH Transmission Charge</td>
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<td>Internet ACH One Day Item</td>
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<td>Internet ACH Two Day Item</td>
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<td>Internet ACH Base Fee</td>
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<td>Internet ACH Batch Release</td>
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<td>ACH CEO Fraud Filter Stop Monthly Base</td>
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<td>ACH NOC - Info Reporting Advice</td>
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<td><strong>EDI Payment Services</strong></td>
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<td>Treasury Info Report Subscription Monthly Base</td>
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<td>EC Billpay On Us Items</td>
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<td>E-Box Payment</td>
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<td><strong>Wire &amp; Other Funds - Transfer Services</strong></td>
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<td>Wire IN Domestic</td>
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<td>Wire Outgoing Domestic</td>
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<td>Wire Book Transfer CEO</td>
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### Information Services

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<thead>
<tr>
<th>Service</th>
<th>Monthly</th>
<th>Unit</th>
<th>Cost</th>
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<tbody>
<tr>
<td>CEO Previous Day Subscription Monthly Base</td>
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<tr>
<td>CEO Previous Day Subscription Monthly Base</td>
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### International Services

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<th>Service</th>
<th>Volume</th>
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<tr>
<td>Deposited Check Canadian</td>
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### Miscellaneous Services

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<th>Service</th>
<th>Monthly</th>
<th>Unit</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Checks Cashed - Non Customer</td>
<td>16</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Armored Car Services</td>
<td>Daily</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deposit Books - Preprinted deposit slips by the book for 4 locations (2 part NCR)</td>
<td>Approx. 30 Books/year</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Appendix A
St. Johns County Board of County Commissioners
Request for Proposals
Banking Services
Financial Proposal Summary for RFP #13-12

Other Service Items (Fill in Blanks)

Total "Cost of Service" Method: $ ____________

Compensated Balance Required (estimated): $ ____________

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

ADDITIONAL BANKING SERVICES:
## APPENDIX B
GLOSSARY OF SERVICE DESCRIPTION DEFINITIONS

### Commercial Deposits-Cash Vault

<table>
<thead>
<tr>
<th>Unit</th>
<th>Service Description</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 100</td>
<td>QBD-Night Drop Per $100</td>
<td>Counting and balancing deposits (cash) at the banking center on a delayed verification basis (per $100.00 charge). Clients receive conditional receipt for the deposit that is verified by the banking center within 24 hours. Requires use of a Bank approved two-pouch plastic bag.</td>
</tr>
<tr>
<td>$ 100</td>
<td>Bkg Center Imm Verif Per $100</td>
<td>Counting and balancing deposits (cash) at the banking center on an immediate verification basis (per $100.00 charge). Client’s deposits are verified at the teller window. Requires approval of Product Management.</td>
</tr>
<tr>
<td>$ 100</td>
<td>Comm'l Deposit-Vault</td>
<td>Counting and balancing deposits (cash) at the cash vault (per $100.00 charge). Client’s deposits are verified at the cash vault.</td>
</tr>
<tr>
<td>$ 100</td>
<td>Comm'l Deposit-Vlt Per $100</td>
<td>Counting and balancing deposits (cash) at the cash vault (per $100.00 charge). Client’s deposits are verified at the cash vault.</td>
</tr>
<tr>
<td>Strap</td>
<td>Currency Per Strap-Vault</td>
<td>Charge for processing change orders for currency straps at a vault.</td>
</tr>
<tr>
<td>$ 100</td>
<td>Currency Provided-$100-Vlt</td>
<td>Currency change orders provided via armored carrier to clients.</td>
</tr>
<tr>
<td>Bag</td>
<td>Comm'l Deposit-Vlt-Canvas Bag</td>
<td>Charge for the receipt and processing of a non-plastic deposit bag at the cash vault.</td>
</tr>
<tr>
<td>Occur</td>
<td>Deposit Correction-Cash</td>
<td>Process an adjustment for each cash overage or shortage in a client’s account due to an error made (by the client) in a deposit. Includes fee to post adjustment to account, mail advice to client, and notification to client via phone of adjustments $100 and greater.</td>
</tr>
<tr>
<td>Roll</td>
<td>Coin Per Roll-Bkg Center</td>
<td>Process change orders for coin rolls at a banking center.</td>
</tr>
<tr>
<td>Roll</td>
<td>Coin Per Roll-Vault</td>
<td>Process change orders for coin rolls at a cash vault.</td>
</tr>
<tr>
<td>Order</td>
<td>Vault Change Order-Per Change</td>
<td>Fixed charge for change orders.</td>
</tr>
<tr>
<td>Call</td>
<td>Telephone Notifi-Per Notifi</td>
<td>The charge to notify clients via phone of differences less than $100. Also assessed the Deposit correction Notice Fee.</td>
</tr>
<tr>
<td></td>
<td>Change Order Fee BC</td>
<td>Currency change orders performed in Banking Centers.</td>
</tr>
<tr>
<td>$ 100</td>
<td>Currency Provided-$100-Std Vlt</td>
<td>Currency change orders performed in Cash Vaults.</td>
</tr>
</tbody>
</table>
## APPENDIX B

### GLOSSARY OF SERVICE DESCRIPTION DEFINITIONS

<table>
<thead>
<tr>
<th>Unit</th>
<th>Service Description</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bag</td>
<td>Night Deposit Non-Std Bag</td>
<td>Process a night drop bag for deposits verified on an immediate verification basis at a banking center. Clients using QBD are not assessed this charge.</td>
</tr>
</tbody>
</table>

**Depository Services:** General account services associated with servicing demand deposit checking and savings accounts.

<table>
<thead>
<tr>
<th>Unit</th>
<th>Service Description</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amt</td>
<td>Collected Overdraft Interest Charge</td>
<td>Rate based charge assessed for maintaining a negative collected balance for one or more days during the analysis period. The formula for calculation is as follows: Average of the daily negative collected balance x rate x number of days in the month/360.</td>
</tr>
<tr>
<td>$ 1,000</td>
<td>FDIC Insurance Charge</td>
<td>Charge for Federal Deposit Insurance Corporation insurance. This fee is based on the current FDIC assessment.</td>
</tr>
<tr>
<td>Month</td>
<td>Account Maintenance</td>
<td>The per account monthly service charge for maintaining an analyzed account.</td>
</tr>
<tr>
<td>Item</td>
<td>Branch (OTC) Deposit</td>
<td>Deposit made over the counter in a Branch. (Delivery Source Code)</td>
</tr>
<tr>
<td>Item</td>
<td>Night Drop Deposit</td>
<td>Charge for handling a deposit consisting of any combination of coin, currency, checks, etc. delivered to the bank's cash vault facility at night in night deposit bags. (Delivery Source Code)</td>
</tr>
<tr>
<td>Item</td>
<td>QBD Quick Business Deposit</td>
<td>Charge for handling a deposit consisting of any combination of coin, currency, &amp; checks, delivered to a Branch using special bags, separating cash and checks. (Delivery Source Code)</td>
</tr>
<tr>
<td>Item</td>
<td>Bank by Mail Deposit</td>
<td>Deposit received and processed in the Bank by Mail department. (Delivery Source Code)</td>
</tr>
<tr>
<td>Item</td>
<td>Vault Deposit-Regular Hours</td>
<td>Credit Transaction received in and processed by the Vault Processing Department. (Delivery Source Code)</td>
</tr>
<tr>
<td>Item</td>
<td>Vault Deposit-Extended Hrs</td>
<td>Credit Transaction received in and processed by the Vault Processing Department after standard operating times. (Delivery Source Code)</td>
</tr>
<tr>
<td>Item</td>
<td>Item Processing Deposit</td>
<td>Credit Transaction received in Proof or the Items Processing (IP) receiving area. (Delivery Source Code)</td>
</tr>
<tr>
<td>Item</td>
<td>Deposits/Other Credits</td>
<td>Per item charge for paper deposits made to an account that do not have a readable or valid delivery source code.</td>
</tr>
</tbody>
</table>
# APPENDIX B

**GLOSSARY OF SERVICE DESCRIPTION DEFINITIONS**

<table>
<thead>
<tr>
<th>Unit</th>
<th>Service Description</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item</td>
<td>Non-Cash Deposit Correction</td>
<td>Charge for processing a debit or credit adjustment to an account resulting from an inaccurate check amount recorded on a deposit slip.</td>
</tr>
<tr>
<td>Item</td>
<td>Checks Paid-Other Debits</td>
<td>The charge for handling and posting of checks drawn on a Bank of America DDA.</td>
</tr>
<tr>
<td>Item</td>
<td>Deposits-Other Credits</td>
<td>Charge associated with the posting of non-electronic credits to a DDA account (including check deposits, cash deposits, service chargeable credit memos, etc.)</td>
</tr>
<tr>
<td>Month</td>
<td>ZBA Service-Master</td>
<td>Monthly charge associated with maintaining a master account that is used for funding the ZBA subsidiary accounts.</td>
</tr>
<tr>
<td>Month</td>
<td>ZBA Service-Sub</td>
<td>Charge associated with maintaining a Zero Balance Account. ZBAs are designed for companies that require separate accounts for specific cash receipts and disbursements, or for special account arrangements. Electronically linked to a master account &amp; maintains a zero balance.</td>
</tr>
</tbody>
</table>

**Return Item Services:**

<table>
<thead>
<tr>
<th>Unit</th>
<th>Service Description</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item</td>
<td>Return Item</td>
<td>Per item charge for a deposited check which is returned by the payer bank and debited back to the depositor’s account.</td>
</tr>
<tr>
<td>Item</td>
<td>Return Item Telephone Advice</td>
<td>Call made to a customer after item has been decided upon (i.e., courtesy call). A daily charge when there is activity. Call is usually made the day after the item is charged to the account. There is a daily fee when there is activity.</td>
</tr>
<tr>
<td>Item</td>
<td>Return Item Special Handling</td>
<td>Charge for handling returned items to the depositor’s account in a customized manner. This category should only be used when a client requests a service that is not provided by one of the other options. Product approval is required.</td>
</tr>
<tr>
<td>Item</td>
<td>Return Item Re-clear</td>
<td>Per item charge for re-depositing an item that has been returned by the payer bank to the depositor’s account.</td>
</tr>
<tr>
<td>Month</td>
<td>Return Item Telephone Call</td>
<td>Monthly charge for notifying client of return items via telephone. This fee is in addition to the per item charge.</td>
</tr>
<tr>
<td>Item</td>
<td>Return Item Maker Required</td>
<td>Name of maker of the check is provided to the client.</td>
</tr>
<tr>
<td>Item</td>
<td>Return Item Alternate Charge</td>
<td>Fee assessed for depositing Returned Items to one DDA and charging them back to a different DDA in the same state. This is a daily charge as activity occurs.</td>
</tr>
<tr>
<td>Item</td>
<td>Return Item Alternate Address</td>
<td>Fee assessed for mailing the advice for a returned item to an address different from the statement mailing address.</td>
</tr>
</tbody>
</table>
### APPENDIX B
GLOSSARY OF SERVICE DESCRIPTION DEFINITIONS

<table>
<thead>
<tr>
<th>Unit</th>
<th>Service Description</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item</td>
<td>Return Item Duplicate Advice</td>
<td>Fee for sending a returned item advice/notice and returned items to another location in addition to the statement mailing address. &quot;Duplicate&quot; is printed on the duplicate advice/notice.</td>
</tr>
<tr>
<td>Item</td>
<td>Return Item Triplicate Advice</td>
<td>Fee for sending a returned item advice/notice and returned items to two other locations in addition to the statement mailing address. &quot;Duplicate&quot; is printed on the second and third advice(s)/notice(s).</td>
</tr>
<tr>
<td>Item</td>
<td>Return Item Single Item Advice</td>
<td>Returned Item advice that includes only one item per advice.</td>
</tr>
<tr>
<td>Item</td>
<td>Return Item Multiple Stores</td>
<td>Fee to process returned items for a client that has multiple store locations depositing into a single account.</td>
</tr>
<tr>
<td>Item</td>
<td>Return Item Fax Copies</td>
<td>Fee for providing fax copies of returned items to the depositor. Daily fee when activity occurs.</td>
</tr>
<tr>
<td>Item</td>
<td>Return Item Photo Copies</td>
<td>Fee for providing photocopies of returned items for the client.</td>
</tr>
<tr>
<td>Daily</td>
<td>Return Item Special Delivery</td>
<td>Returned items and advices are packaged for delivery to clients via their express delivery provider rather than U.S. Mail. Client provides bank with packing slips and is billed directly by delivery provider. This is a daily fee when activity occurs.</td>
</tr>
<tr>
<td>Item</td>
<td>Return Item Telephone Per Item</td>
<td>Fee for providing a courtesy call to a client before a decision on an item has been made, including notification of returned item, requesting a charge to my account or re-clear the item decision. Calls are made the same day the item is received.</td>
</tr>
</tbody>
</table>

**Check Clearing Services:**

<table>
<thead>
<tr>
<th>Unit</th>
<th>Service Description</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item</td>
<td>Deposited Items</td>
<td>Per item charge for bundled deposited items (checks).</td>
</tr>
<tr>
<td>Item</td>
<td>Dep Items-On Us</td>
<td>Charge for processing deposited checks drawn on the bank of deposit. The checks have been MICR encoded for the dollar amount by the client.</td>
</tr>
<tr>
<td>Item</td>
<td>Dep Items-Local Clearinghouse</td>
<td>Charge for processing checks drawn on local clearinghouse member banks. The checks have been MICR encoded for the dollar amount by the client.</td>
</tr>
<tr>
<td>Item</td>
<td>Dep Items-Other In Dist Fed</td>
<td>Charge for processing deposited checks drawn on other Fed RCPC or Country banks that are of the same Federal Reserve District as the bank of deposit. The checks have been MICR encoded for the dollar amount by the client.</td>
</tr>
</tbody>
</table>
### APPENDIX B
GLOSSARY OF SERVICE DESCRIPTION DEFINITIONS

<table>
<thead>
<tr>
<th>Unit</th>
<th>Service Description</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item</td>
<td>Dep Items-All Other</td>
<td>Charge for processing deposited checks drawn on other Fed RCP and Country banks that are out of the same Federal Reserve District as the bank of deposit. The checks have been MICR encoded for the dollar amount by the client.</td>
</tr>
<tr>
<td>Item</td>
<td>Encoding Charge</td>
<td>Charge for MICR encoding the dollar amount on checks deposited.</td>
</tr>
<tr>
<td>Item</td>
<td>SDS Not 5th Dist</td>
<td>Charge for processing deposited checks drawn on Same Day Settlement cleared banks that are outside the local Federal Reserve District as the bank of deposit.</td>
</tr>
</tbody>
</table>

**Other Depository Services:**

<table>
<thead>
<tr>
<th>Unit</th>
<th>Service Description</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item</td>
<td>Stop Payment</td>
<td>Charge for issuing an order by telephone, fax, or other manual means to stop an item from posting to an account.</td>
</tr>
<tr>
<td>Item</td>
<td>Electronic Debit</td>
<td>General ACH debit transaction.   Manual Adjustment</td>
</tr>
<tr>
<td>Item</td>
<td>Electronic Credit</td>
<td>General ACH credit transaction.   Manual Adjustment.</td>
</tr>
</tbody>
</table>

**ACH (Automated Clearing House):** A facility that performs inter-bank clearing of paperless entries for participating financial institutions. The Federal Reserve Banks or private processors acting as data processing agents generally operate an ACH. An ACH is governed by operation rules and procedures developed by their participating financial institutions. The National Automated Clearing House Association (NACHA) has established rules regulating the interchange of payments between ACHs.

<table>
<thead>
<tr>
<th>Unit</th>
<th>Service Description</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Occur</td>
<td>Reversals</td>
<td>Per item charge to request the bank to initiate an ACH entry to reverse an ACH transaction previously sent in error.</td>
</tr>
<tr>
<td>Item</td>
<td>Return Item-NOC</td>
<td>Per item charge for the return or Notification of Change (NOC) of an ACH item presented for payment against an account at Bank of America or another bank.</td>
</tr>
<tr>
<td>Item</td>
<td>Return Item Notif-Mail Rpt</td>
<td>Charge to mail a report listing detailed information about ACH returns and NOC.</td>
</tr>
<tr>
<td>Fax</td>
<td>Return Item Notif-Fax</td>
<td>Charge to fax a customer a report listing detailed information about ACH returns and NOC.</td>
</tr>
<tr>
<td>Call</td>
<td>Return Item Notif-Phone</td>
<td>The charge to notify a client by phone of any ACH return items or NOC received.</td>
</tr>
<tr>
<td>Item</td>
<td>Consumer Two Day Credit</td>
<td>Fee to originate an ACH consumer credit with an effective entry date at least two business days later than the date the file is delivered to the bank.</td>
</tr>
</tbody>
</table>
## APPENDIX B
### GLOSSARY OF SERVICE DESCRIPTION DEFINITIONS

<table>
<thead>
<tr>
<th>Unit</th>
<th>Service Description</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Month</td>
<td>Return Item File</td>
<td>Monthly charge to clients who are set up to receive notification of returned ACH items and NOC via a NACHA formatted transmission file.</td>
</tr>
<tr>
<td>Month</td>
<td>Consumer Maintenance</td>
<td>Monthly charge to maintain a client’s ACH processing information. A separate maintenance fee is charged for each unique Company ID. Consumer ACH refers to clients originating items to credit or debit other retail client accounts.</td>
</tr>
<tr>
<td>Item</td>
<td>Consumer One Day Debit</td>
<td>Fee to originate an ACH consumer debit with an effective date at least one business day later than the date the file is delivered to the bank.</td>
</tr>
<tr>
<td>Item</td>
<td>Consumer Two Day Debit</td>
<td>Fee to originate an ACH consumer debit with an effective entry date at least two business days later than the date the file is delivered to the bank.</td>
</tr>
<tr>
<td>Input</td>
<td>Consumer Input PC</td>
<td>Charge per ACH origination input of consumer transactions delivered via an asynchronous transmission. Charges are per file.</td>
</tr>
</tbody>
</table>

**Wire Transfer:** Wire transfer is a money transfer service that provides the ability to send or receive same-day funds. These transfers provide an effective, reliable, and expedient way to move funds among banks, as they eliminate mail and clearing float.

<table>
<thead>
<tr>
<th>Unit</th>
<th>Service Description</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wire</td>
<td>Elec Wire Out-Domestic</td>
<td>Fee for an outgoing wire transfer initiated via an electronic client access platform (e.g. ENCORE) that is sent to another US domestic financial institution. This code will also be applied if the beneficiary account is supported on a different Bank of America wire transfer platform than where the debit account resides. This fee is charged for those electronic wires that require no &quot;repair&quot; by the Wire Transfer department.</td>
</tr>
<tr>
<td>Wire</td>
<td>Elec Wire Out-Book Db</td>
<td>Fee for an outgoing wire transfer sent to another Bank of America account in a state that is processed on the same wire platform as the debit account. This fee is only for the debit portion of the transaction. These wires are initiated via an electronic client access system (e.g. ENCORE+).</td>
</tr>
</tbody>
</table>
# APPENDIX B
## GLOSSARY OF SERVICE DESCRIPTION DEFINITIONS

<table>
<thead>
<tr>
<th>Unit</th>
<th>Service Description</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wire</td>
<td>Standing Order TFR-Wire Out</td>
<td>Fee for a domestic wire transfer generated by a standing order transfer (SOT/auto-pay). SOTs are repetitive wire transfers automatically generated by the wire transfer system based on pre-defined frequency and balance information provided by the client.</td>
</tr>
<tr>
<td>Wire</td>
<td>Bank Assisted Wire-Book Db</td>
<td>Fee for the debit side of a book transfer initiated via an internal Bank of America wire transfer front-end system. This would include wires initiated at the banking center, internal customer service units, etc.... This fee would not be applied to wires where the client called the Wire Transfer Department directly and used a PIN for telephone initiation.</td>
</tr>
<tr>
<td>Wire</td>
<td>Manual Wire-Book Db-Rep</td>
<td>Fee for the debit side of a book transfer that is applied when the client initiates a wire transfer through the Wire Transfer Department using a Repetitive ID and makes no changes to the text of the wire other than the dollar amount or reference information. This type of transaction requires the client to have signed a wire transfer agreement and had PINs assigned for initiation.</td>
</tr>
<tr>
<td>Wire</td>
<td>Manual Wire-Book Db-Non-Rep</td>
<td>Fee for the debit side of a book transfer that is initiated through the Wire Transfer Department without the use of a repetitive template ID. This type of transaction requires the client to have a signed wire transfer agreement and assigned PINs for initiation.</td>
</tr>
<tr>
<td>Wire</td>
<td>Incoming Domestic Wire</td>
<td>Fee for the receipt of funds via a wire transfer from another domestic bank or from a Bank of America account whose domicile state is processed on a different wire platform.</td>
</tr>
<tr>
<td>Advice</td>
<td>Wire Advice – Mail</td>
<td>Fee for the paper advice generated and mailed notifying the client of wire transfer debits and/or credits for their account.</td>
</tr>
<tr>
<td>Advice</td>
<td>Wire Advice – Phone</td>
<td>Fee for the telephone call placed to the client notifying them of all wire transfer credits to their account.</td>
</tr>
<tr>
<td>Advice</td>
<td>Wire Advice – Fax</td>
<td>Fee for the advice generated via fax to the client of all wire transfer debits and/or credits for their account.</td>
</tr>
</tbody>
</table>
### APPENDIX B
GLOSSARY OF SERVICE DESCRIPTION DEFINITIONS

<table>
<thead>
<tr>
<th>Unit</th>
<th>Service Description</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wire</td>
<td>Manual Wire Out-Dom-Nonrep</td>
<td>Fee for an outgoing domestic wire transfer initiated through the Wire Transfer Department without using a repetitive template ID. This type of transaction requires the client to have a signed wire transfer agreement and assigned PINs for initiation.</td>
</tr>
<tr>
<td>Wire</td>
<td>Manual Wire Out-Dom</td>
<td>Fee for an outgoing domestic wire transfer initiated through the Wire Transfer Department with a repetitive template ID. This type of transaction requires the client to have a signed wire transfer agreement and assigned PINs for initiation.</td>
</tr>
<tr>
<td>Template</td>
<td>Bnk Maint Template Setup</td>
<td>Fee for establishing templates (repetitive codes) for ENCORE+ clients on the wire transfer system. ENCORE+ for Windows clients are not charged this fee for any client maintained templates.</td>
</tr>
<tr>
<td>Template</td>
<td>Bnk Maint Template Storage per Month</td>
<td>Fee for each ENCORE+ repetitive template housed on the wire transfer system. This is a monthly charge. Client maintained templates are not charged a fee.</td>
</tr>
<tr>
<td>Template</td>
<td>Bnk Maint Template Modify</td>
<td>Fee for modifying or deleting ENCORE+ templates (repetitive codes) on the wire transfer system. ENCORE+ for Windows clients are not charged this fee for maintenance on client maintained templates.</td>
</tr>
<tr>
<td>Wire</td>
<td>Bank Assisted Domestic Wire</td>
<td>Fee for an outgoing domestic wire transfer initiated via an internal Bank of America wire transfer front-end system. This would include wires initiated at the banking center, internal customer service units, etc.... This fee would not be applied to wires where the client called the Wire Transfer Department directly and used a PIN for telephone initiation.</td>
</tr>
</tbody>
</table>

**ARP (Account Reconciliation):** Accounting systems designed to reconcile commercial bank accounts. These services provide serial number listing of deposits and items paid or, by matching a list of items issued to the actual items paid, produce full reconciliation including outstanding items, balance by date, exceptions and numerous additional reports.

<table>
<thead>
<tr>
<th>Unit</th>
<th>Service Description</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Occur</td>
<td>CD ROM Duplicate</td>
<td>Additional copy(s) of CD ROM sent to the client.</td>
</tr>
<tr>
<td>Item</td>
<td>CD ROM History</td>
<td>CD ROM's created by the Bank containing images of checks that have already posted and have been warehoused by the client.</td>
</tr>
<tr>
<td>Month</td>
<td>CD ROM Maintenance</td>
<td>Per account monthly maintenance fee for CD ROM/Image accounts.</td>
</tr>
</tbody>
</table>
### APPENDIX B
GLOSSARY OF SERVICE DESCRIPTION DEFINITIONS

<table>
<thead>
<tr>
<th>Unit</th>
<th>Service Description</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Occur</td>
<td>CD ROM Disk</td>
<td>Per CD fee for each CD ROM created.</td>
</tr>
<tr>
<td>Item</td>
<td>CD ROM Item</td>
<td>Per CD ROM item charge for items accrued in an End of Month &quot;capture&quot; environment.</td>
</tr>
<tr>
<td>Cycle</td>
<td>Full Maint</td>
<td>Per reconciliation charges for providing a full reconciliation where the client provides the bank with detailed check issue information.</td>
</tr>
<tr>
<td>Cycle</td>
<td>Partial Maint</td>
<td>Per reconciliation charge for providing a partial reconciliation in which the Bank provides the client with paid data on a variety of output media.</td>
</tr>
<tr>
<td>Cycle</td>
<td>Sort Recon Maint</td>
<td>Per Statement cycle charge for sorting checks in check number order for clients who are also using an Account Reconciliation service.</td>
</tr>
<tr>
<td>Item</td>
<td>Sort Recon Item</td>
<td>Per paid check charge for sorting checks in check number order for clients who are also using an Account Reconciliation service.</td>
</tr>
<tr>
<td>Item</td>
<td>Partial Item</td>
<td>The per item fee for each item listed on the partial reconciliation report.</td>
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<td>Occur</td>
<td>Recon Trans</td>
<td>Per reconciliation charge for providing output via mainframe/PC transmission.</td>
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<tr>
<td>Item</td>
<td>Manual Issue Input Per Item</td>
<td>Per check issue sent into the Bank via a manual method such as fax or excel spreadsheet.</td>
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<tr>
<td>Item</td>
<td>Full Item</td>
<td>Per paid check charges for providing a full reconciliation.</td>
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<tr>
<td>Month</td>
<td>Full Ppay Maint</td>
<td>Per reconciliation charges for providing the Full Positive Pay service where notification is done electronically &amp; customer supplies the bank with check issue information.</td>
</tr>
<tr>
<td>Item</td>
<td>Full Ppay Item</td>
<td>Per paid check charges for providing the Full Positive Pay service where notification is done electronically &amp; customer supplies the bank with check issue information.</td>
</tr>
<tr>
<td>Month</td>
<td>Partial Ppay Maint</td>
<td>Per reconciliation charges for providing the Partial Positive Pay service where notification is done electronically &amp; the customer does not supply the bank with check issue information.</td>
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<td>Item</td>
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<td>Per check charges for providing the Partial Positive Pay service where notification is done electronically &amp; the customer does not supply the bank with check issue information.</td>
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APPENDIX B
GLOSSARY OF SERVICE DESCRIPTION DEFINITIONS

**ENCORE+:** An Electronic Access channel in the heritage NationsBank regions, which provides timely reporting of account information as well as transaction initiation capabilities required to execute daily financial decisions.

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<th>Unit</th>
<th>Service Description</th>
<th>Definition</th>
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<tbody>
<tr>
<td>Month</td>
<td>ENCORE+ Prev Day Maint-Mo</td>
<td>A monthly charge assessed clients for previous day balance information.</td>
</tr>
<tr>
<td>Month</td>
<td>ENCORE+ Curr Day Maint-Mo</td>
<td>A monthly charge assessed clients for current day balance information.</td>
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<tr>
<td>Acct</td>
<td>ENCORE+ Per Acct Maint-Mo</td>
<td>A per account charge assessed clients for each account that is set up on ENCORE+ for information reporting or transaction initiation.</td>
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<tr>
<td>Item</td>
<td>ENCORE+ Curr Day Detail Item</td>
<td>A per item detail charge assessed clients for current day reporting of debit and credit transactions. The charge is only assessed if the client retrieves the information.</td>
</tr>
<tr>
<td>Item</td>
<td>ENCORE+ Prev Day Detail Item</td>
<td>A per item detail charge assessed clients for previous day reporting of debit and credit transactions. The charge is only assessed if the client retrieves the information.</td>
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<tr>
<td>Stop</td>
<td>Terminal Stop Pay</td>
<td>A per stop payment charge assessed clients who initiate stop payments through ENCORE+.</td>
</tr>
<tr>
<td>Inq</td>
<td>Terminal Stop Pay Inq-Cancel</td>
<td>A per inquiry charge for clients who use the inquire function to determine if a check has paid.</td>
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APPENDIX C
DRUG-FREE WORKPLACE FORM

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

_________________________________________ does:

Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for proposals to provide bond underwriter services a copy of the statement specified in paragraph 1.

4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later that five (5) days after such conviction or plea.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

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

_________________________________________
Signature

_________________________________________
Date
October 17, 2012

ADDENDUM #1

To:                Prospective Bidders
From:      St. Johns County Purchasing Department
Subject:  RFP #13-12 Banking Services

This Addendum #1 is issued for clarification on the above titled project, and is hereby incorporated into the subject RFP documents. Each proposer will ascertain before submitting a proposal that he/she has received all Addenda. Please return the signed Addendum with your proposal.

1. Please provide the bid and the submittal forms in word form.
   The Word Version is attached.

2. Please provide the following types of statements: bank, analysis, safekeeping, investment (overnight and short-term) and merchant statements
   The Statements are attached.

3. On page 2, 6 proposal packages are requested, but in pg.6 10 sets are requested. Please advise how many responses are requested and if the pricing response on CD is only requested in the original response.
   Please provide six sets of proposals.

4. Should we call 800-711-7178 for verbal inquires?
   As stated in the RFP document, verbal inquiries regarding the RFP are not accepted. This is a customer service phone number for Onvia Demand Star. Onvia Demand Star can provide the RFP documents, but they are not responsible for inquiries regarding the RFP.

5. What is the total merchant processing volume in both dollars and transaction count?
   3 months statements are attached which provides this information

6. Since we are submitting our bid for Merchant Services Only, how should we answer the questions that do not apply to us? (IE questions about deposit amounts, FDIC, etc).
   If the question does not apply to you, then do not answer it.

7. What are you current volumes for transactions and dollar amount?

500 San Sebastian View, St. Augustine, FL 32084 | P: 904.209.0150 | F: 904.209.0151 www.sjcfl.us
Three (3) months statements are attached which provides this information.

8. Please breakout the County's processing volume by card type, including the average transaction amount – Visa, MasterCard, Discover, American Express, PIN Debit.

Merchant service invoices are attached which includes this information.

9. How much cash the County deposit during an average month?

See statements.

10. Does the County participate in a Check Guarantee and/or Check Verification Program?

   Yes – Positive Pay

11. If yes to question 10 - what is the average check amount and month sales volume of checks processed?

   Three (3) months statements are attached which provides this information.

12. Should the County elect a compensating balance method can you please indicate the total average ledger balances available for such a method? (Please include any balances from sweep accounts)

   Three (3) months statements are attached which provides this information.

The due date of November 1, 2012 @ 4:00 p.m. remains the same.

Sincerely,
Bridget Mein
Contract Specialist

Acknowledgment

_________________________
Signature and Date

_________________________
Printed Name/Title

_________________________
Printed Company Name

End of Addendum #1
ADDENDUM #2

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: RFP #13-12 Banking Services

This Addendum #2 is issued for clarification on the above titled project, and is hereby incorporated into the subject RFP documents. Each proposer will ascertain before submitting a proposal that he/she has received all Addenda. Please return the signed Addendum with your proposal.

1. Who is the County's current courier and are they an armored courier?  
   Armored car service currently provided by Brinks.

2. Where does the County deposit today?  
   At various local branch banks on Anastasia Island and within the county.

3. The banking center, the night drop, the cash vault?  
   Armored car collections are taken to Jacksonville for deposit.

4. Does the County use RDS (remote deposit) today?  
   No.

5. What equipment does the County use?  
   Please describe and provide related fees in your proposal.

6. What merchant services equipment does the County use today?  
   Equipment purchased through the current service provider – Verifone Vx570 Ethernet & Dial terminal. Additionally, services interface with several different county computer hardware and software providers.

7. What is the current percent or volume of payroll via ACH?  
   Approximately 100%.

8. How many payroll checks are cashed?  
   We issue about 25 checks per pay period.

9. Payment for services – does the County use a compensating balance to offset fees currently?  
   County receives an earnings credit rate of .25%.

10. Does the County currently use an overnight investment vehicle currently?  
    No, not in the current interest rate environment.

11. What is the “return document” referred to on page 5 under section I. Volume of Work in “Frequency: Return document must be available…”  
    Return document refers to the item, whether it’s a deposit error, NSF check, or calculation error which the bank issues a miscellaneous debit or credit for the item/error.

500 San Sebastian View, St. Augustine, FL 32084 | P: 904.209.0150 | F: 904.209.0151 www.sjcfl.us
12. On page 11, under section G, the 6th bullet, "What baud rates are available...," please define "baud rates."
   This is not applicable and had to do with modem speeds. With internet availability, this item can be ignored.

13. Will the County sign a non-disclosure agreement so that a SSAE 16 may be provided per page 12 of the RFP?
   Upon review by County Attorney and determination whether or not it applicable under Florida Sunshine legislation.

14. On page 20, the bank is asked to go into three separate contracts with the Board, the Clerk and Sheriff. Is this contract available to the Clerk and Sheriff if they so choose to use it or is this mandated as a part of this RFP?
   This is an error. The contract terms are only with the Board of County Commissioners.

15. What is your current ERP system?
   The county does not currently have an ERP (Enterprise Resource Planner) system. However, the finance software currently being used is called Pentamation eFinancePlus+

16. What stand alone credit card terminals (make and model) do you currently utilize?
   Owned by the County.
   • Golf Course uses Verifone Vx570
   • Permitting Center uses Verifone Omni 32xx
   • Fire Services uses Hypercom T4220
   • Animal Control uses Verifone Vx570

17. Can you provide information on any credit card software applications or gateways you use, if any?
   Please note the names and versions.
   Utility Department utilizes a gateway through their Cogsdale V.8 software

18. Are you currently accepting payments on your website?
   No.

19. If not, would this be of interest to the county?
   Yes.

20. Are you accepting PIN debit transactions today?
   No.

21. Are you utilizing any Virtual Terminals today? A virtual terminal is a payment gateway that operates on a PC where the user logs in to run a transaction.
   No. Currently, none of the county departments utilize payment gateways; other than the Utility Department which utilizes Cogsdale V8.

22. Are you interested in check conversion for your face-to-face and/or Internet payment channels? Electronic check conversion provides the merchant the ability to accept checks at the point of sale, scan them, electronify them for deposit and allow the merchant to return the check to the customer. This service would authorize or deny a check based on risk scoring and check writer history. Any accepted check would be guaranteed and deposited in the merchant's account in 48 hours. Checks could also be accepted online as well.
   Please describe the feature and include pricing in your proposal. Please explain the nature of the product. The associated costs related to the product should be included in Appendix A along with any other products that will improve efficiency and lower banking related services within St Johns County.

23. Are you Payment Card Industry (PCI) compliant today?
   No.
24. We have a variety of private sector clients and we have just begun our push into the public sector. Is this an issue for the County?
   No.

25. Please provide current connection at each location (e.g., dial, internet, etc.).
   Connections are through IP or telephone connected devices.

26. Does the County’s current processor collect fees daily or monthly?
   Paid monthly direct from our account as an ACH.

27. What is the County’s current funding time – time from when you batch out until those funds are available in the County’s applicable checking account?
   Available the following day.

28. Who is the armored car company the County is using?
   Brinks

29. Would the County consider using the Bank’s preferred Armored Car service provider?
   I believe the county currently has bids proposal prepared to handle the services.

30. What is the current ACH Exposure the County has in place for the direct deposit for employee payroll, vendor accounts payable and foster care support payments?
   Monthly payroll is approximately $3.0 million/month, Vendor A/P is approximately $2.0 million/month and Foster Care is approximately $60,000/month.

31. Please describe "E-commerce applications" as mentioned in the Firm Requirements section?
   The county is interested in moving towards accepting various payments via the internet.

32. What is the average balance in the Overnight Investment Service (repurchase agreement)?
   Monthly statements attached. On average we try to maintain approximately $600 thousand overnight.

33. How does the County currently receive notification of returned checks / Items?
   Via internet portal through current bank.

34. Does the County every originate International Wires?
   Yes. On very rare occasions

35. If so, to what countries?
   Germany, Great Britain and Australia.

36. Can the County confirm the number of accounts that are part of the RFP?
   Only the Board of County Commissioners

37. Can the County provide a list of account titles indicating which are Zero Balance Accounts and which are interest bearing?
   One general operating account, 6 miscellaneous interest bearing accounts and 18 zero based accounts.

38. Does the County originate ACH via direct send only? Yes  Or also templates using the Bank’s online system? Yes

39. Please describe the County’s E-Box service.
   Utilized by the county utility department for monthly payment of water bills.

40. Does the County utilize Payee Positive Pay as part of its ARP services? Yes

41. Would the County be interested a Check Acceptance program?
   Please describe the service and associated fees within your response.
42. How many credit card terminals are located at each location? Usually only one

43. Can the County breakdown by merchant account which terminals are using traditional dial technology vs. which terminals are using IP or non-dial technology for approval codes? The County will provide this to the successful bidder upon contract execution.

44. What is the name of the current internet gateway provider (authorize.net, cybersource, etc)? N/A

45. Does the County currently charge a convenience fee for credit card payments? No.

46. Who provides the custody/safekeeping services currently? US Bank, however, the custody banking relationship is not changing at this time.

47. Could you please clarify the completion of sections “q” and “s” (pages 14 – 15) of the RFP response? Since the RFP does not include changing the county’s current investment custody agreement with US Bank, the sections are probably not applicable. However, the banks should describe the arrangements and costs associated with investments held for compensating balances.

48. Is it possible to obtain a Glossary of the Treasury services that you currently use? St. Johns County does not have a glossary other than what was already defined and included as Appendix B in the RFP.

49. QDP – Merchant Services – will a non-QDP merchant service provider / bank still be qualified to respond to this RFP – No.

50. What type of reporting does the county currently receive (monthly statements, Internet reporting, etc.)? Both

51. If Proposer cannot perform Next Day Funding to the county, would the proposer still be qualified to respond to this RFP? No.

52. Chase Paymentech’s standard practice for debiting monthly processing fees is via ACH. Will this method be acceptable to the county? Yes, with the necessary ACH codes to allow bank access to debit account

53. Does the county use a “Convenience Fee” model to process any card payments? Not presently

The due date of November 1, 2012 @ 4:00 p.m. remains the same.

Sincerely,
Bridget Mein
Contract Specialist

Acknowledgment

____________________________________
Signature and Date

____________________________________
Printed Name/Title

____________________________________
Printed Company Name

End of Addendum #2
October 25, 2012

**ADDENDUM #3**

**To:** Prospective Bidders  
**From:** St. Johns County Purchasing Department  
**Subject:** RFP #13-12 Banking Services

This Addendum #3 is issued for clarification on the above titled project, and is hereby incorporated into the subject RFP documents. Each proposer will ascertain before submitting a proposal that he/she has received all Addenda. **Please return the signed Addendum with your proposal.**

1. May we provide a link of our financial reports instead of hard copies? Yes.

2. Do you process any recurring transactions today? This question is somewhat nonspecific and unclear, but the County does process a certain amount of recurring transactions.

3. Do you have a need for Purchasing Card Level II and Level III? This can be included in your proposal if the difference between Level II and Level III is clearly explained as well as its benefits.

4. Page 6 states "Tax Identification Number must be noted on Proposal Summary Form." Please provide the Proposal Summary Form or clarify what form within the RFP this refers to as we were not able to locate a document titled in this manner. Include the Tax Identification Number on the letter of transmittal.

5. Who is your current merchant processor(s) and when do your contract(s) expire? Elavon and contract expiration is currently indefinite.

**The due date of November 1, 2012 @ 4:00 p.m. remains the same.**

Sincerely,  
Bridget Mein  
Contract Specialist

---

**Acknowledgment**

__________________________  
Signature and Date

__________________________  
Printed Name/Title

__________________________  
Printed Company Name

End of Addendum #3
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<tr>
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<td>Security Payment Solutions</td>
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<tr>
<td>Fifth Third Bank</td>
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<td>TD Bank</td>
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<tr>
<td>SunTrust Bank</td>
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<td>Wells Fargo</td>
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</tr>
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<td>Doug Timms</td>
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<td>Allen McDermid</td>
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<td>Andrea Martinez</td>
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**EVALUATION SUMMARY SHEET**

**ST. JOHNS COUNTY, FLORIDA**

**DATE:** 13-OCT-12

**APPROVED:** Purchasing Director

**APPROVED:** OMB Director

**NOTE:** The ranking system described above must be followed unless special conditions merit a change in the negotiating order. In this case, the special conditions must be explained in detail in the comments section or attached to this ranking sheet.

**POSING TIME LIMITS:** From 4:00 p.m. December 13, 2012, until 4:00 p.m. December 18, 2012.
**DATE:** 12/13/12

**SIGNATURE OF RATER:**

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<td>Secure Payment Solutions</td>
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<td>Other Financial</td>
<td>Ability to Provide the</td>
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<tr>
<td>Strength</td>
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| Financial Strength | 9             | 11             | 38             |                |                |                |                |
| Community Services | 11            | 9              |                |                |                |                |                |
| Other Financial A  | 9              | 15             |                |                |                |                |                |
| Experience B       | 9              |                |                |                |                |                |                |
| Fees C             |                |                |                |                |                |                |                |

DATE: 12/13/14
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**TOTALS**: A. Project | B. Financial Strength | C. Experience | D. Other Financial Services | E. Community Services | F. Fees | G. Ability to Provide Required Services | H. Ability to Provide the Others | I. Total

**PROJECT**: RFP 13-12 Banking Services

**DATE**: 12/13/12

**EVALUATION SHEET**

**CRITERIA FOR RANKING**

**ST. JOHNS COUNTY, FLORIDA**
# Evaluation Sheet

<table>
<thead>
<tr>
<th>Firm</th>
<th>A. Ability to Provide the Required Services</th>
<th>B. Fees</th>
<th>C. Experience</th>
<th>D. Other Financial Services</th>
<th>E. Financial Strength</th>
<th>F. Community Services</th>
<th>G. Other Services</th>
<th>H. Total</th>
<th>I. Total</th>
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<tbody>
<tr>
<td>Wells Fargo</td>
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<tr>
<td>Bank of America</td>
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**Total:**

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<tr>
<th>Firm</th>
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<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
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</table>

**Criteria for Ranking:**

Firm: Bank of America, Fifth Third, SunTrust, TD Bank, Wells Fargo

**Dates:**

- Project: RFP 13-12 Banking Services
- Date: 12/16/12
- Signature of Rater: E. H. R.
- Print Name: Frank Kendo
<table>
<thead>
<tr>
<th>Firm</th>
<th>A. Ability to Provide the Required Services</th>
<th>B. Feas</th>
<th>C. Experience</th>
<th>D. Other Financial &amp; Community Services</th>
<th>E. Financial Strength</th>
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<th>17</th>
<th>0 to 20 Points</th>
<th>11</th>
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**Criteria For Ranking**

ST. JOHNS COUNTY, FLORIDA

**EVALUATION SHEET**

**Project:** RFP 13-12 Banking Services
<table>
<thead>
<tr>
<th>Account Number</th>
<th>Gross</th>
<th>Interest</th>
<th>Balance</th>
<th>Core Rate</th>
<th>Rate</th>
<th>Maturity Date</th>
<th>Notes</th>
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</thead>
<tbody>
<tr>
<td>000123456</td>
<td>$5,000</td>
<td>1.5%</td>
<td>$4,975</td>
<td>$4,975</td>
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<td>05/31/2023</td>
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**Estimated Monthly Fees**

<table>
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<tr>
<th>Description</th>
<th>Amount</th>
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<td>Checkwriting Fee</td>
<td>$25.00</td>
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<tr>
<td>Overdraft Fee</td>
<td>$35.00</td>
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<tr>
<td>Card Activation Fee</td>
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<tr>
<td>Monthly Service Charge</td>
<td>$10.00</td>
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<tr>
<td>Late Payment Fee</td>
<td>$35.00</td>
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<tr>
<td>Annual Fee</td>
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**Estimated Annual Income (Annual EIA)**

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Income</th>
<th>Earnings</th>
<th>Balance</th>
<th>Core Rate</th>
<th>Rate</th>
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<th>Notes</th>
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