

**SCHOOL DISTRICT OF PALM BEACH COUNTY  
PURCHASING DEPARTMENT  
3326 Forest Hill Boulevard, Suite A-323  
West Palm Beach, FL 33406-5813  
(561) 434-8216**

July 10, 2002

**ADDENDUM NO. 1**

**REQUEST FOR PROPOSAL NO. 02C-007S**

**TITLE: REQUEST FOR PROPOSAL FOR BANKING SERVICES**

**RETURN DATE:** July 17, 2002

**1. How many purchases and sells for the custodial account on annual basis?**

*Expect approximately 2 of each on a monthly basis.*

**2. How many issues (security) will they hold in the custodial account?**

*Approximately 20-40 security positions.*

**3. How many cash transfers will the account have?**

*Roughly 2-3 cash transfers per year.*

**4. If SunTrust Bank's Corporate Trust Department was successful in winning the bid to provide custodial services, would that preclude SunTrust Robinson Humphrey (wholly owned subsidiary of SunTrust Banks, Inc.) from doing future potential fixed incomes sales?"**

*Selection of Sun Trust will not preclude the use of the subsidiary. However, broker/dealer selection is governed by the School District's Purchasing guidelines and Investment Policy.*

**5. Does the District expect pricing to be firm during each of the three (3) renewal periods?**

*The pricing indicated in the response to the RFP will be firm for the initial three (3) year contract. The District would prefer that the pricing remain in place for any renewal periods exercised. The District is willing to consider some form of price escalator based on CPI or some other nationally recognized index for any exercised renewal period.*

**6. Does each school submit a change order or is a single change order request made by the District's central accounting office?**

*The change order request for the beginning of the school year and beginning of summer school is prepared by the District's School Food Service Department. A single list detailing exactly what is needed for each school will be provided to the Bank with ample processing time. Generally this is a standard order that is for each type of school (elementary, middle, or high). There will be occasions when a school requests a change order for a special event, but those are infrequent.*

7. **It is stated that one TPA imprest account currently is contributing earnings credit to the District's analysis group. Does this account currently have its service charges settled within that group as well or is it separately invoiced or hard charged?**

*The Third Party account is included in the main analysis grouping. All interest earnings for this account are transferred to the District School Fund account and the fees are included in the invoice for the main analysis grouping. The only account that is not included in the main analysis grouping is the School Food Service Account. That account is in a separate analysis group and is invoiced separately. None of the School District accounts can be hard charged. All fees must be processed through the Bank's analysis system and invoiced. The School District will issue a check for all fees each month.*

8. **Will one copy of the Bank's annual report suffice or does the District require 11 additional copies?**

*Please provide 2 copies of the Bank's annual report.*

9. **How many custody accounts/ledgers will there be?**

*The District is expected to have 1 to 2 accounts and currently only maintains 1 account.*

10. **Are the fixed income investments managed internally or externally? If externally who is the fund manager?**

*The fixed income investments are currently managed by an external manager, Public Financial Management.*

11. **Section 15.2.1: Regarding the School Based Internal Accounts, please describe the precise arrangement that exists with the current provider (Bank of America.) Does the Bank guarantee that there will be no service charges to the Schools? Does the rate of FF-75 bp apply to all collected balances? Are the charges netted from the interest earnings or handled separately?**

*A copy of the current arrangement for the School Based Internal Accounts is attached (Attachment I). The current bank provides a designated contact person for account maintenance (opening, closing, etc.) and another designated contact person for service issues.*

*At this time, each School Principal manages their accounts independently. However, the School Board must authorize employees to sign on any account. Therefore, the opening of any account and/or any changes to the authorized signatories must be approved in advance by the School District's Treasury Department. Having a designated contact person helps to ensure that this requirement is met.*

*The charges for the internal accounts are netted from the interest earnings.*

12. **Section 22.0: You have requested a calculation of interest rate differential adjustment to be placed on the pricing form (pg 33). We can find no line item on the form related to this calculation. Is an omission?**

*Yes, the item was overlooked. Please add your interest rate calculation onto a second page following the table on page 33 of the RFP.*

**Please provide the following:**

1. **Copies of the most current deposit account analysis statements for the District**

*See Attachment II*

2. **An electronic version of the RFP in a Microsoft compatible format such as Microsoft Word or Excel.**

*The pricing worksheet is available in excel upon request. A copy was provided to the attendees of the pre-bid conference on 7/8/02. The remainder of the RFP is available only in PDF format.*

3. **Please provide a copy of the District's Master Repurchase Agreement referenced in section 16.3.1, page 17.**

*This is an error. The District does not currently have a Master Repurchase Agreement, as a sweep product has not been used for many years. If a repurchase investment product is recommended, a Master Repurchase Agreement will have to be developed which complies with the School District's Investment Policy. A copy of the Investment Policy is attached (Attachment III).*

This addendum is for information only and need not be returned with your RFP. By virtue of signing the Request for Proposal, bidder agrees to this addendum.

  
Saundra Brady, Senior Purchasing Agent

  
Sharon Swan, Purchasing Director

# SCHOOL DISTRICT OF PALM BEACH COUNTY

## PURCHASING DEPARTMENT

### REQUEST FOR PROPOSAL (RFP) REQUIRED RESPONSE FORM

02C-007S

DATE: JUNE 26, 2002

TITLE: RFP FOR BANKING SERVICES

This proposal must be submitted to the School District of Palm Beach County, Purchasing Department, 3326 Forest Hill Boulevard, Suite A-323, West Palm Beach, Florida 33406-5813, no later than 2:00 PM on July 17, 2002, and plainly marked RFP-02C-007S. Proposals are due and will be opened at this time.

#### Anti-Collusion Statement / Public Domain

I, the undersigned proposer have not divulged, discussed, or compared this proposal with any other proposer and have not colluded with any other proposer in the preparation of this proposal in order to gain an unfair advantage in the award of this proposal.

I acknowledge that all information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119, F.S.

#### Proposal Certification

I hereby certify that I am submitting the following information as my company's proposal and understand that by virtue of executing and returning with this proposal this REQUIRED RESPONSE FORM, I further certify full, complete and unconditional acceptance of the contents of Pages 1 through 51 inclusive of this Request for Proposal, and all appendices and the contents of any Addendum released hereto. Proposal must be signed by an officer or employee having authority to legally bind the proposer.

PROPOSER (firm name): \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY & STATE: \_\_\_\_\_

PRINT NAME OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

SIGNATURE OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

CONTACT PERSON'S ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ TOLL FREE: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_ INTERNET URL: \_\_\_\_\_

PROPOSER TAXPAYER IDENTIFICATION NUMBER: \_\_\_\_\_

NOTE: Entries must be completed in ink or typewritten. An original manual signature is required.

REQUEST FOR PROPOSAL NO. 02C-007S

**REQUEST FOR PROPOSAL FOR  
BANKING SERVICES**

- 1.0 INTRODUCTION
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- 25.0 DEFAULT
- 26.0 LEGAL REQUIREMENTS
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- 28.0 CONFLICT OF INTEREST
- 29.0 INSURANCE REQUIREMENTS
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- 32.0 PERMITS AND LICENSES
- 33.0 INTELLECTUAL PROPERTY RIGHTS
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- 38.0 SUB-CONTRACTING/MINORITY BUSINESS PARTICIPATION
- 39.0 PUBLIC ENTITY CRIMES
- 40.0 USE OF OTHER CONTRACTS
- 41.0 ASSIGNMENT OF CONTRACT AND/OR PAYMENT
- 42.0 POSSESSION OF FIREARMS / DRUG FREE WORKPLACE
- 43.0 AGREEMENT
- 44.0 POSTING OF RFP CONDITIONS / SPECIFICATIONS
- 45.0 POSTING OF RFP RECOMMENDATION / TABULATIONS

**ATTACHMENTS**

- A. M/WBE Subcontractor Participation Letter of Intent
- B. M/WBE Subcontractor Participation Summary
- C. Drug-Free Workplace Certification
- D. Statement of No Bid
- E. Banking Services Exception Form
- F. Sample Contract

**SCHOOL DISTRICT OF PALM BEACH COUNTY**

**REQUEST FOR PROPOSAL FOR**

**BANKING SERVICES**

**1.0 INTRODUCTION**

1.1 This is a Request for Proposal (RFP) to provide **BANKING SERVICES** to the School District of Palm Beach County, Florida (the District). The District is currently seeking proposals from "Qualified Public Depositories" interested in providing comprehensive banking services pursuant to Chapter 280, Florida Statutes (the Florida Security for Public Deposits Act). All proposals will become the property of the District and, as such, will be subject to Florida's Open Record Law.

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

- 1. General Banking Services
- 2. Custodial Services on a stand-alone basis

1.3 The District prefers to select one proposer to deliver the services described herein. However, the District reserves the right to select multiple proposers for selected services if the combination of cost and the level of services are beneficial to the District. In addition, proposers 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 District is to secure the most efficient and effective banking services by combining the banking and cash management needs of all the organizations of the District into one RFP. Contract for General Banking services will begin September 30, 2002. Some of the other services may begin prior to, or after, September 30, 2002.

1.4 All terms and conditions of this RFP, any addenda, proposer's submissions and negotiated terms, are incorporated into the contract by reference as set forth herein.

1.5 Document files may be examined, during normal working hours, ten days after proposals have been opened.

**2.0 INSTRUCTIONS TO PROPOSER**

2.1 All proposals must be received no later than 2:00 PM, on July 17, 2002. If a proposal is transmitted by US Mail or other delivery medium, the proposer(s) will be responsible for its timely delivery to the Purchasing Department, Suite A-323, 3326 Forest Hill Boulevard, West Palm Beach, Florida 33406-5813.

2.2 Any proposal received after the stated time and date, will not be considered and will be returned unopened to the proposer(s).

2.3 One manually signed original and **ELEVEN (11)** photocopies of the proposal must be sealed in one package and clearly labeled "**REQUEST FOR PROPOSAL FOR BANKING SERVICES**" on the outside of the package. The legal name, address, proposer's contact person, and telephone number must also be clearly annotated on the outside of the package.

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- 2.4 All proposals must be signed by an officer or employee having authority to legally bind the proposer(s).
- 2.5 Any corrections of unit prices must be initialed. This includes corrections made using correction fluid (white out) or any other method of correction.
- 2.6 Proposer should become familiar with any local conditions that may, in any manner, affect the services required. The proposer(s) is/are required to carefully examine the RFP terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowance will be made due to lack of knowledge of these conditions.
- 2.7 Proposals not conforming to the instructions provided herein will be subject to disqualification at the sole option of the District.
- 2.8 Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn will constitute an irrevocable offer, for a period of 120 days, to provide the District with the services specified in the proposal.
- 2.9 DELIVERY OF REPS: When hand delivering your RFP, proposers must follow the School District's security access procedures. The procedures are as follows:
  - A. Park in visitors' parking area.
  - B. Enter building through the front door.
  - C. Sign-in at the front desk and receive visitor's pass.
  - D. Proceed to the Purchasing Department located in A-Wing, Third Floor, Suite A-323.
  - E. Present RFP to Purchasing Department receptionist for official date/time stamping.

**PROPOSERS SHOULD ALLOW AT LEAST 30 MINUTES TO FOLLOW THE ABOVE PROCEDURES AND SUBMIT THEIR RFP TO THE PURCHASING DEPARTMENT, ROOM A-323, A-WING, THIRD FLOOR, NO LATER THAN THE DATE AND TIME DESIGNATED IN THE RFP.**

**3.0 TIME SCHEDULE**

- 3.1 The District will attempt to use the following time schedule which will result in selection of a proposer(s).

July 8, 2002	Pre-proposal Conference
July 8, 2002	All written questions and inquiries are due.
July 17, 2002	Proposals due no later than 2:00 PM.
July 23, 2002	* Evaluation Committee Meeting
July 25, 2002	Oral Presentations
July 29, 2002	Posting of Recommendation.
August 21, 2002	Recommend proposer(s) to the School Board for approval.

\* This is an open, public meeting.

- 3.2 Notification of any changes to the time schedule will be made to proposers by US certified mail, electronic mail (e-mail) or facsimile.

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3.3 Response to inquiries regarding the status of a proposal must not be made prior to the posting of award recommendation.

### **4.0 AWARD**

4.1 The District reserves the right to accept or reject any or all proposals.

4.2 The District reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals.

4.3 The District reserves the right, before awarding the contract, to require proposer(s) to submit evidence of qualifications or any other information the District may deem necessary.

4.4 The District reserves the right, prior to Board approval, to cancel the RFP or portions thereof, without penalty.

4.5 The District reserves the right to: (1) accept the proposals of any or all of the items it deems, at its sole discretion, to be in the best interest of the District; and (2) the District reserves the right to reject any and/or all items proposed or award to multiple proposers.

4.6 The proposal with the highest number of points will be ranked first; however, nothing herein will prevent the School Board of Palm Beach County, Florida, from making multiple awards and to deem all proposals responsive, and to assign work to any firm deemed responsive.

4.7 The District reserves the right to further negotiate any proposal, including price, with the highest rated proposer. If an agreement cannot be reached with the highest rated proposer, the District reserves the right to negotiate and recommend award to the next highest proposer or subsequent proposers until an agreement is reached.

### **5.0 TERM OF CONTRACT / RENEWAL**

5.1 The term of this contract shall be for three years from the date of award, and may, by mutual agreement between the School Board and the awardee, be renewable for three additional one-year periods. The Board, through the Purchasing Department, will, if considering renewal, request a letter of intent to renew from the awardee prior to the end of the current contract period. If needed, the contract will be extended 90 days beyond the contract expiration date. The awardee will be notified when the Board has acted upon the recommendation. All prices shall be firm for the term of this contract. The awardee agrees to this condition by signing their proposal. Cancellation may be made with 120 days advance written notice by either party.

### **6.0 FUNDING OUT, TERMINATION, CANCELLATION**

6.1 Florida School Laws prohibit School Board from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the agreements.

6.2 It is necessary that fiscal funding out provisions be included in all RFPs in which the terms are for periods of longer than one year.



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- 6.3 Therefore, the following funding out provisions are an integral part of this RFP and must be agreed to by all proposers:

The School Board may, during the contract period, terminate or discontinue the services covered in this RFP only at the end of the School Board's then current fiscal year upon 90 days prior written notice to the successful proposer.

Such prior written notice will state:

- a. That the lack of appropriated funds is the reason for termination, and
- b. Agreement not to replace the services being terminated with services similar those covered in this RFP from another vendor in the succeeding funding period.

**“This written notification will thereafter release the School Board of all further obligations in any way related to such equipment covered herein”.**

- 6.4 This completed statement must be included as part of any contract submitted by the successful proposer. No contract will be considered that does not include this provision for “funding out”.

7.0 **RFP INQUIRIES**

- 7.1 Any questions concerning conditions and specifications must be submitted in writing and received July 8, 2002, no later than 5:00 p.m. EST. Questions received in writing by the time and date specified will be answered in writing. Sandra L. Brady, Senior Purchasing Agent is authorized only to direct the attention of prospective proposers to various portions of the RFP so that they may read and interpret such for themselves. Neither Mrs. Brady nor any employee of the District is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in the written documents.

Send all inquiries to attention:

Sandra L. Brady, Senior Purchasing Agent  
Purchasing Department  
School District of Palm Beach County  
3326 Forest Hill Boulevard, Suite A323  
West Palm Beach, FL 33406  
(561) 434-8172 FAX (561) 434-8185

- 7.2 If necessary, an addendum will be mailed or delivered to all who are known by the Purchasing Department to have received a complete set of proposal documents.
- 7.3 Copies of addendum will be made available for inspection at the District's Purchasing Department where proposal documents will be kept on file.
- 7.4 No addendum will be issued later than three calendar days prior to the date for receipt of proposals except an addendum withdrawing the request for proposals or one which includes postponement of the date for receipt of proposals.
- 7.5 No verbal or written information that is obtained other than by information in this document or by addendum to this RFP will be binding on the District.

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**8.0 LOBBYING**

8.1 PROPOSERS ARE HEREBY ADVISED THAT LOBBYING IS NOT PERMITTED WITH ANY DISTRICT PERSONNEL OR BOARD MEMBERS RELATED TO OR INVOLVED WITH THIS RFP UNTIL THE ADMINISTRATION'S RECOMMENDATION FOR AWARD HAS BEEN POSTED IN THE PURCHASING DEPARTMENT. ALL ORAL OR WRITTEN INQUIRIES MUST BE DIRECTED THROUGH THE PURCHASING DEPARTMENT.

8.2 LOBBYING IS DEFINED AS ANY ACTION TAKEN BY AN INDIVIDUAL, FIRM, ASSOCIATION, JOINT VENTURE, PARTNERSHIP, SYNDICATE, CORPORATION, AND ALL OTHER GROUPS WHO SEEK TO INFLUENCE THE GOVERNMENTAL DECISION OF A BOARD MEMBER OR DISTRICT PERSONNEL AFTER ADVERTISEMENT AND PRIOR TO THE POSTED RECOMMENDATION ON THE AWARD OF THIS CONTRACT.

8.3 ANY BIDDER WHO IS ADVERSELY AFFECTED BY THE RECOMMENDED AWARD MAY FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION **120.57**(3), FLORIDA STATUTES. FAILURE TO POST BOND WITH THE SCHOOL BOARD OR TO ADHERE STRICTLY TO THE REQUIREMENTS OF STATUTES AND STATE BOARD RULES PERTAINING TO PROTESTS WILL RESULT IN SUMMARY DISMISSAL BY THE PURCHASING DEPARTMENT. ADDITIONALLY, ANY BIDDER WHO IS ADVERSELY AFFECTED BY THE RECOMMENDED AWARD MAY ADDRESS THE SCHOOL BOARD AT A REGULARLY SCHEDULED BOARD MEETING.

8.4 ANY PROPOSER OR ANY INDIVIDUALS THAT LOBBY ON BEHALF OF PROPOSER DURING THE TIME SPECIFIED WILL RESULT IN REJECTION / DISQUALIFICATION OF SAID PROPOSAL.

**9.0 PRE-PROPOSAL CONFERENCE**

9.1 A pre-proposal conference will be held at the School District of Palm Beach County, 3300 Forest Hill Boulevard, West Palm Beach, Florida, Conference Room Suite A-332, Wing A, 3<sup>rd</sup> Floor, on July 8, 2002 at 1:00 p.m. All prospective proposers should attend said pre-proposal conference.

9.2 Bring all questions in writing. Compose your questions on paper, ask your questions at the pre-proposal conference and give the facilitator the written copy of your questions. Please write each question that you will ask on a separate piece of paper showing the RFP page number to which the question refers. After you ask your questions, the District facilitator will collect your written copy of the questions asked. Submitting your questions in writing will assist in the preparation of an addendum and will eliminate any confusion in understanding your questions.

**10.0 EVALUATION COMMITTEE MEETING**

10.1 As stated in Section 3.0 and Section 13.2 a committee will be convened to review and evaluate responsive proposals, for the purposes of making a decision as to an intended award. Per F.S. 119, this is an open public meeting. The meeting will be held at the School District Palm Beach County, 3300 Forest Hill Boulevard, West Palm Beach, Florida, Conference Room Suite A-332, Wing A 3<sup>rd</sup> Floor, on July 23, 2002 at 9:00 a.m.

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11.0 **ORAL PRESENTATION**

11.1 Banks that submit proposals in response to this RFP and are selected by the Evaluation Committee will be required to give an oral presentation of their proposal to the Evaluation Committee on July 25, 2002. This will provide an opportunity for firms to highlight their proposals. This is only a fact-finding and explanation session to assist staff in recommending the successful firm(s) and does not include contract award or negotiations. This presentation is to be based upon the written proposals received. The selected proposers will be notified of the time and location of these presentations.

12.0 **PREPARATION AND SUBMISSION**

12.1 In order to maintain comparability and enhance the review process, it is requested that proposals be organized in the manner specified below. Include all information in your proposal. Each proposal shall be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate and reliable presentation. It is required that **ELEVEN (11)** copies of the proposal be submitted with the original proposal.

12.2 **Title Page:** Show the RFP number, subject, name of the proposer, address, telephone number, e-mail address and the date.

12.3 **Table of Contents:** Include a clear identification of the material by section and by page number.

12.4 **Letter of Transmittal:** Give the names of the persons who will be authorized to make representations for the proposer, their titles, addresses and telephone numbers.

12.5 **Required Response Form:** (page 1 of RFP) with all required information completed and all signatures as specified.

12.6 **Executive Summary:** Each proposal shall include an Executive Summary of not more than two pages that highlights each of the key areas of the proposal and that summarizes why proposer should be selected as the District's bank.

12.7 **Experience and Qualifications of the Firm and Key Personnel:** State the experience, resources, and qualifications of the financial institution and individuals that will be directly involved in the management of the District's account.

12.8 **Scope of Work:** Clear and concise understanding of the services beings requested. Complete all requested information in Section 16.0, Information Requested. Responses should be labeled with the number of the section to which it corresponds.

12.9 **References:** Provide five governmental references including one public school district. Include the length of time services were provided, client name, address, telephone number and contact name. The District may contact these references during the evaluation process.

12.10 **Cost of Services:** Proposed fees and compensation.

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- 12.11 **Minority/Women Business Participation:** Proposers that are District or State certified minority, women, or disadvantaged business enterprises, at the time of submittal, will be awarded a maximum of ten points. Proposers that do not meet the above requirement may sub-contract minority business participation in accordance with Section 38.0 and receive participation points.

Items to be considered for assigning points for minority/women participation shall include but not be limited to:

- A. Statement of minority involvement in the RFP proposal process.
- B. Firm meeting Palm Beach County School Board RFP qualifications and specifications.
- C. Signed agreement attached to RFP proposal for M/WBE firm.
- D. Details of levels of professional services/staffing of M/WBE firm involved throughout the engagement.
- E. Extent of primary firm's commitment to minority/women on a local level.

- 12.12 **Insurance:** Provide proof of your company's insurance as required in this RFP or submit a letter of your intention to have the required insurance within ten days of notification by the District.

13.0 **PROPOSAL EVALUATION PROCESS:**

- 13.1 RFPs are received and publicly opened. Only names of respondents are read at this time.
- 13.2 An Evaluation Committee, consisting of District personnel, will convene, review and discuss all proposals submitted. Purchasing personnel will participate in an advisory capacity only.
- 13.3 The Evaluation Committee will assign points in the evaluation and recommendation process in accordance with the evaluation criteria listed in Evaluation Criteria, Section 14.0.
- 13.4 The Evaluation Committee reserves the right to interview any or all proposers and to require a formal presentation with the key people who will administer and be assigned to work on the contract before recommendation of award. This interview is to be based upon the written proposal received.
- 13.5 The Evaluation Committee reserves the right to negotiate further terms and conditions, including price with the highest ranked proposer. If the Evaluation Committee cannot reach a mutually beneficial agreement with the first selected proposer, the Committee reserves the right to enter into negotiations with the next highest ranked proposer and continue this process until agreement is reached.
- 13.6 The Purchasing Department will prepare and submit an agenda item to the Superintendent of Schools, Palm Beach County, Florida.
- 13.7 The Superintendent will recommend to the School Board, the award or rejection of any and/or all proposal(s).
- 13.8 The School Board will award or reject any or all proposal(s).

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14.0 **EVALUATION CRITERIA**

The Evaluation Committee shall rank all proposals received that meet the submittal requirements. Cost associated with changing banks will be a factor in the selection process. The following factors will be considered in ranking the proposals received:

	<b>MAXIMUM SCORE</b>
Quality and conciseness of proposal	1.00
The value of any new product or service suggestions or other new ideas and enhancements	2.00
Understanding needs and operational requirements of District	3.00
Quality of scope of conversion plan	3.00
Financial strength of proposing institution	3.00
Adequacy of controls and protection against loss	3.00
The experience, resources, and qualifications of the financial institution and individuals. Relevant experience managing similar relationships	5.00
Scope of Services	10.00
Proposed fees and compensation	<u>20.00</u>
<b>Total Score</b>	<b>50.00</b>

15.0 **SCOPE OF SERVICES**

The following is a description of the major services requested by the District. *Please see the Prices and Services Table for services and volumes fiscal year 2001.*

The School District's banking needs necessitate multiple accounts including but not limited to; General School Fund, Payroll Disbursement, Accounts Payable, and School Food Service accounts. The current account structure is illustrated in the chart in Section 23.0 of this RFP. Services and pricing offered for schools' bank (internal) accounts and employee banking are also part of the scope of services.

15.1 **DISTRICT SCHOOL FUND**

The District School Fund Account is the School District's main account and is used to collect all receipts. Major revenues from the State of Florida and other agencies are wired directly to the Bank for credit to this account. Deposits are prepared by the District and are delivered to the bank via a courier. All wire transfers are initiated from this account. This account serves as the ZBA parent account for the Accounts Payable and School Food Service accounts.

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15.2 PAYROLL ACCOUNT

The District is on a semi-monthly payroll schedule, paying over 18,000 employees on the 15<sup>th</sup> and last business day of each month. There are also small weekly runs and various individual checks issued. The account is manually funded by an electronic book transfer from the District School Fund account.

Employees must be provided the option of having their paychecks directly deposited to their financial institution. Currently 12,000 of the District's 18,000 employees use this service. The District provides the bank with a direct ACH file transmission.

15.3 ACCOUNTS PAYABLE ACCOUNT

The Accounts Payable Account is used for payment of vendors via twice weekly computer check runs. The account is a zero balance account and is automatically funded from the District School Fund. Approximately 5,100 checks are issued weekly.

15.4 SCHOOL FOOD SERVICE ACCOUNT

The School Food Service account is a depository that currently has 153 locations with new locations being added each year. Funds are concentrated daily during the school year to the District School Fund account via a zero balance service. Deposits are delivered to the main branch or money center of the Bank via District contracted armored car service. Deposits for the School Food Service Account will be identified by the individual school location number and must be reflected as such in the bank's computer for deposit reconciliation. The number of monthly deposits are roughly 2,300.

15.5 DEPOSITS

The Bank will make one attempt to re-deposit any deposited checks returned because of insufficient or uncleared funds. Checks that are still "uncollectable" after the initial re-deposit will be returned to the District for processing. The District will present two copies of the deposit slip with each deposit. The Bank will return one validated deposit slip by mail to the District's originator of the deposit slip. Bulk coins will be deposited on a daily basis and the majority of coin deposits will be rolled. The Bank will recount and forward any adjustment information to the District's Treasurer's office by written confirmation. The fees associated with any special orders for cash deposits must be stated in the proposed fee schedule.

15.6 CHANGE ORDERS

The District will make a change order request at the start of the school year. The change fund is mostly self-replenished during the school year. The funds are closed at the end of the school year. Schools holding summer programs will need a change order request for the summer program and close out the change fund at the end of summer school. Change order requests within the school year are minimal.

15.7 AVERAGE BANK BALANCE

Typically, \$16.5 million is available for an overnight investment on combined account basis.

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15.8 BANK STATEMENTS

The cutoff date for statement purposes, for all District accounts shall be the last day of each calendar month. The District must receive statements within seven banking days following the cutoff. In addition, the District reserves the right to receive interim statements or to change the cutoff date.

Payroll and Accounts Payable checks are computer-generated. The Bank must have the capability to provide full reconciliation services with positive-pay protection services. The School District will provide a transmission of check issue information for each check run. Images of all paid items should be provided to the District on CD-ROM.

15.9 INTEREST BEARING ACCOUNTS

All District bank balances should earn interest on a daily basis. Interest earned overnight shall be credited on a daily basis. As with all daily account transactions, the District shall be furnished with the appropriate debit and credit advices for these transactions on the next ensuing banking day. The vehicle for overnight investment may be in the form of a Repurchase Agreement (REPO) or the proposer may propose an alternative deposit investment agreement. Currently, the District utilizes an interest on checking vehicle. The earning rate on either such agreement shall be determined on a 360-day basis. Proposers shall include in their proposal, minimum and incremental investable balance amounts. The Bank also needs to propose an investment vehicle for the Payroll Account, since the account is not a zero based account.

If an overnight repurchase agreement is proposed, the District requires collateral on repurchase balances. Collateral must be U.S. Treasuries and Agencies with market value equal to at least 102% of the repurchase agreement. Market value must be determined daily by the Bank and collateral increased accordingly. Further, collateral must be in the District's name and held by a third party custodian, or the Bank's Trust Department, in the case of open repurchase investments. A safekeeping receipt, which fully describes the securities, shall be issued directly to the District by the third party institution.

The safekeeping receipt and the terms of the repurchase agreement shall show clear evidence of ownership by the District.

The evidence of ownership, types of securities, sufficiency of market value, and length of maturities are subject to examination and acceptance by the District.

The District reserves the right to transact overnight repurchase agreements with financial institutions other than the Bank using the available collected balance.

15.10 INVESTMENT ACTIVITY STATEMENTS

The bank shall furnish an investment activity statement for each account showing the amount of collected balances for each day, the daily interest rate, the daily interest earnings thereon and the average daily collected balance for each month. The statements shall be for each calendar month and show each calendar day's activity. These statements shall be delivered to the District within ten banking days following the cutoff date.

15.11 WIRE TRANSFERS

1. The Bank will provide wire transfer and ACH services to the District.

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2. Outgoing wire transfer instructions must be accepted up to 4:00 p.m. for the same day transmittal.
3. The Bank shall be liable for its failure to timely "book" incoming wire transfers or transmit outgoing wire transfers. The Bank shall pay the District for any loss of income or costs or penalties incurred.
4. Debit and credit information for wire transfers shall be provided to the District via the bank's online services.
5. The Bank shall follow-up on incoming and outgoing wire transfers to the full extent of its authority.
6. The District is desirous to have the ability to wire payroll taxes to the IRS via the bank's online services.

15.12 STOP PAYMENTS

All stop payment orders will be made electronically. On rare occasions, it may be necessary to initiate a stop payment by telephone. When the District places stop payment orders, the Bank will immediately inform the District electronically if the check has been cashed and provide an image of the cashed item to the District. If not cashed, the Bank will provide an electronic confirmation of the stop payment. **Stop payments shall be effective for a period of not less than eighteen months.** Cancellation of a stop payment order will be processed in the same way as the stop payment order. All checks paid by the Bank after the above procedure has been adhered to will be the responsibility of the Bank.

15.13 OVERDRAFTS

1. It is not the intention of the District to overdraw any account. In the event of an overdraft, all checks presented for payment shall be paid. The Treasurer or designee shall confirm wires or ACH transfers that will result in an overdraft. The bank shall complete the wire/ACH transfer after confirmation. No service fee shall be charged to the District for overdrafts.
2. Overdrafts will be covered in the following manner:

The amount of the overdraft is to be deducted from the respective account balance before calculating the overnight interest earnings. Reductions to the investable cash balances must be shown on the monthly investment activity statement.

15.14 INTRABANK TRANSFERS

The Bank will accept instructions to transfer funds from one account to another within the Bank "book transfers" up to 6:00 p.m. on the day the instructions are given unless a different day is indicated. Instructions may be given electronically, by telephone, or in writing with all telephone instructions confirmed in writing by the originating authorized District representative.



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15.15 IMPREST ACCOUNT(S)

The District's third party administrator for Workman's Compensation has an imprest account with the District's Bank. That account is included in the District's analysis group and earns service credits for the District. Other third party administrators for the District have imprest accounts but not with the District's Bank. Proposers should include in their proposal a section discussing their ability to mirror or improve upon the current arrangement.

15.16 AVAILABILITY OF FUNDS

- A. The Bank shall process all deposits to obtain the most expeditious availability of funds for wire transfer or other use.
- B. The propose shall furnish the District with its time schedule for the clearing of all other 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:
  - 1. Cash
  - 2. Checks drawn on:
    - a. The selected Bank ("on-us" items)
    - b. Banks clearing through the Miami Branch of the Federal Reserve Bank of Atlanta
    - c. Banks clearing through the Jacksonville Branch of the Federal Reserve Bank of Atlanta
    - d. Banks clearing directly through the Atlanta Federal Reserve Bank or its other branches
    - e. Banks clearing through other Federal Reserve Banks
    - f. Checks issued by the State of Florida
    - g. Checks issued by the U.S. Government
    - h. Foreign Banks
  - 3. The District requests the following specific availability/deposit procedures:
    - a. Same day credit for U.S. Treasury checks.
    - b. Insurance drafts will be processed the same as other checks deposited. No "holds" on funds will be permitted.
    - c. Canadian and other foreign checks will be processed as deposited in U.S. Dollars. A foreign exchange discount or other processing charge will not be permitted.
    - d. Funds associated with the redemption or maturity of securities in the safekeeping account is available for use by the District on that day.
    - e. The bank does not delay transactions for daylight overdrafts by the District.

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It is anticipated that no item on the schedule would require more than three days as the longest clearing time since the Federal Reserve guarantees three day clearing. The proposer is not to submit copies of availability or clearing schedules that are imposed on banks by Federal Reserve Banks or other lending houses.

15.17 ACCOUNT ANALYSIS

Two separate account analysis should be provided on-line showing the activity in each of the District's accounts for the prior calendar month should be available to the District by the 10<sup>th</sup> business day. The School Food Service account shall be maintained on a separate account analysis statement with the balance of the accounts maintained on other account analysis statement.

The analysis shall itemize all services provided as described in the response to this RFP. Any additional services must be approved by the District prior to the assessment of any fees. Included in the analysis statement should be: items and quantity processed, unit charges, extended totals, the total of all charges and the earnings credit rate. The District will not accept descriptors, such as "Other or Miscellaneous".

15.18 FURNISHED SUPPLIES

The bank shall provide pre-encoded deposit slips in triplicate, tamper proof single use moneybags for daily deposits and lock bags as needed for armored car service for no charge.

15.19 ACH SERVICES

District employees may elect direct deposit of their paycheck to their financial institution. The Bank will work with the District to transmit these ACH payments. Funds for direct deposit will be transferred into the Payroll Account on the business day prior to the payroll date for credit to the employee on the payroll date. No earlier transfer of such funds shall occur. The Bank is expected to provide the District with online notifications of changes, ACH returns information. Additionally, the District is planning expand the use of ACH payments to vendors in the future.

15.20 EMPLOYEE ACCOUNTS

The Bank must agree to cash all School District checks payable to District employees at no charge to the District or the employee, upon the employee's presentation of a photo identification card. The employee's personal account relationship will not prevent the employee from cashing a payroll check issued by the District.

The Bank should present any specialized accounts or reduction in fees it plans to offer District employees, especially for those employees using direct deposit.

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### 15.21 INTERNAL ACCOUNTS

There are currently 153 school centers and all schools have at least one demand deposit account, and many schools have multiple bank accounts. The District's elementary schools typically have the lowest account balances and high schools have the highest account balances. The aggregate balance of these accounts varies during each school year but is currently approximately twelve million dollars. The District's Treasurer must authorize the establishment all bank accounts. The bank will be required to appoint one bank representative for the entire district's internal school accounts for the purpose of coordinating bank services. Proposers shall propose an account and pricing structure for these accounts. Pricing should be independent of the proposer being awarded the District's business. School Internal Accounts are public funds and need to be identified and collateralized as required by F.S. Ch. 280: Security for Public Deposits.

### 15.22 CUSTODIAL SERVICES

Provide custodial services for securities held for the benefit of the District.

### 15.23 CREDIT CARD SERVICES

The Bank may have to provide the ability to process and collect credit card (including debit card) payments at various the District locations. Currently, the District is exploring the concept of accepting credit cards at various adult educational sites. For the purposes of responding to the RFP, the proposer should explain the credit services that will be available to the District.

### 15.24 AUTOMATED BALANCE-REPORTING SERVICES

Provide automated balance-reporting services for all the District's accounts. Ledger and collected balances should be available for opening and current day. Transaction details for prior and current day should include debit and credits (i.e. wire transfers, ACH transactions, bankcard deposits, ZBA transfers).

### 15.25 BANK RECONCILIATION SERVICES

The bank shall have the capability to effect account reconciliation between the Bank and the District by direct transmissions furnished by the District covering checks issued. Specific details of such data exchange will be coordinated with the District's Information Technology Division, upon selection. The District utilizes positive pay services on the District's Accounts Payable and Payroll accounts and the propose is required to provide the District with all of the necessary information regarding full account reconciliation with positive pay features. Additionally, time schedules including deadlines for these services should be included in the proposal.

### 15.26 ADDITIONAL SERVICES

Provide information and fee schedules for additional recommended services that the School District may consider such as controlled disbursement.

### 16.0 INFORMATION REQUESTED

In addition to information that may be provided in your proposal and required elsewhere in this RFP, please answer all questions in this section.

## REQUEST FOR PROPOSAL NO. 02C-007S

### 16.1 QUALIFICATIONS AND EXPERIENCE

- 16.1.1 Describe the organization, date founded, ownership, and other business affiliations (please provide number and location of affiliated offices).
- 16.1.2 Provide the address of the office location that will service the account.
- 16.1.3 List the address of all branch offices in the county boundaries and surrounding area. (Please supply a map showing branch locations).
- 16.1.4 Describe the experience of the financial institution in providing similar services for other public clients, or power agencies.
- 16.1.5 Include copies of the most recent audited financial statement with the proposal.

### 16.2 PERSONNEL

- 16.2.1 Provide biographical information on all bank officers that will be directly involved in the management of the District's accounts; who the primary contact will be and what; if any, experience these officers have in working with public clients.
- 16.2.2 Provide an organizational chart for the personnel who will be associated with the District's accounts, including the roles of each person, and illustrating the relationship among the personnel.

### 16.3 INTEREST AND EARNING CREDITS

- 16.3.1 All deposited funds should earn interest. The proposer must provide full documentation for the recommended interest product or service with the proposal. Describe how interest will be calculated and credited on all accounts. Be specific. Should the proposer recommended an overnight repurchase agreement, the proposer must follow the specifications of the District's Master Repurchase Agreement, which the bank will be required to sign.
- 16.3.2 The District'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.
- 16.3.3 Provide return history recommended interest vehicle for the period from July 1, 2000 to March 1, 2002.
- 16.3.4 Describe 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 the last period from July 1, 2000 to March 1, 2002.

### 16.4 DEPOSIT PROCESSING

- 16.4.1 What is the cut-off time to ensure same day ledger credit?
  - a. Is it the same for cash as for checks, drafts, etc?

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- b. Are there any options that might affect this cut-off time (e.g., provisional credit, and delayed verification)?
- 16.4.2 Are weekend or holiday deposit services available? Is there an additional fee or discount for utilizing these services?
- 16.4.3 What type of deposit bags does the bank allow/require?
  - a. Does the bank provide these bags?
  - b. Does the bank charge a fee for these bags?
- 16.4.4 Are there any benefits to separating cash and checks in two deposit bags?
- 16.4.5 Does the bank require that checks and currency be on separate deposit tickets?
- 16.4.6 Are the deposit tickets that the bank provides available in multiple part forms? How many copies does the bank require?
- 16.4.7 Does the bank require that cash be deposited in standard straps only? Is there a penalty for depositing non-standard straps?
- 16.4.8 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?
- 16.4.9 What type of check reader/sorter does the bank use?
- 16.4.10 How does the bank determine and calculate availability of deposited items?
  - a. Does the bank give immediate availability for on-us items?
  - b. Does the bank calculate availability by item or formula?
  - c. Does the bank use a standard schedule? Accelerated schedule? How often is it updated?
  - d. Provide a copy of the availability schedule that will apply to deposits into the District's accounts.
- 16.4.11 What are the requirements for depositing checks (e.g. pack size, audit tapes)?
- 16.4.12 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?
- 16.4.13 Provide a list of the bank's holidays.
- 16.5 DEPOSIT VERIFICATION
- 16.5.1 How will the bank return the validated deposit receipts to us? Within what time frame?
- 16.5.2 If provisional credit is given, when does verification take place? In 24 hours? In 48 hours?
- 16.5.3 Does the bank identifies and adjusts all discrepancies?
  - a. If no, at what dollar amount does the bank write off discrepancies?

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b. What is the standard procedure for reporting deposit adjustments? What additional options are available (e.g., copies to multiple locations)?

c. What is the bank's policy on receipt of tampered bags?

16.5.4 When counterfeit bills are discovered, what is the bank notification and adjustment process?

16.5.5 Does the bank provide training for the District's cashiers regarding procedures to recognize counterfeit bills?

16.6 VAULT SERVICES

16.6.1 Does the bank have an automated vault service? Describe the deposit and change order procedures, cut-off times, and other features of this system.

16.6.2 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)?

16.7 RETURN ITEM PROCESSING

16.7.1 Can return items be automatically redeposited? If so, how many times?

a. Is this service optional by location?

b. Can copies of all redeposited return items be provided to the depositing location or a central office? If so, within what time frame?

16.7.2 Provide the bank's standard return item processing instructions. List any non-standard options that are available.

16.7.3 Can the bank provide a detailed return item transmission to the District? If not, when will the service be available?

a. Is there a separate record for each returned item?

b. Can these records identify the depositing location and the type of item being returned (e.g., personal check, traveler's check, and money order)?

c. 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 \_\_\_\_\_

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Original deposit date \_\_\_\_\_

- 16.7.4 Does the bank have a policy to refuse return items not sent through the system in a timely manner?
- 16.7.5 Does the bank assign float to return items?
- 16.8 ELECTRONIC DEPOSIT REPORTING
- 16.8.1 Can the bank provide electronic reporting of deposit detail (i.e. ACH and merchant card activity)? On what frequency is the information available, e.g., daily, weekly and monthly?
- 16.8.2 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?
- 16.8.3 Is the transmission a BAI formatted file? If not, what type of format can be provide?
- 16.8.4 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?
- 16.8.5 What baud rates are available for downloading bank information?
- 16.8.6 Describe the technical support available to aid in electronic data transmissions.
- 16.8.7 What type of output media is available for deposit reporting, e.g., mailed paper report, magnetic tape, cartridge, CD-ROM, and electronic transmission?
- 16.8.8 The District requires a check fraud prevention service such as positive pay for the District's accounts payable and payroll accounts. Please provide a brief description of your positive pay process.
- 16.9 WIRE TRANSFERS
- 16.9.1 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.
- 16.9.2 What is the cut-off time for incoming domestic wire transfers to receive same day credit?
- 16.9.3 Does the bank provide end of daytime extensions for processing if Fedwire hours are extended? If so, how would the District be advised?
- 16.9.4 When and how can a wire transfer be canceled after the District releases it to the system? What is the latest time in the day to cancel? Is there a charge for cancellation?
- 16.9.5 How does the District 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?
- 16.9.6 What is the bank's policy in case of a wire transfer failure for which the District has confirmed receipt of instructions?
- 16.9.7 How and when is the District notified of a failed wire transfer?
- 16.9.8 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?

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- 16.9.9 Describe the most recent major hardware and/or software upgrade.
- 16.9.10 Does the wire transfer system reside on the bank's central computer system? Do customers interact with that system?
- 16.9.11 Is the customer system a PC-resident system? If so, is it a stand-alone product or part of a family of information products?
- 16.9.12 How is the customer's access to the bank's wire transfer systems controlled?
- 16.9.13 Does the bank offer its customers dual control release options (intermediary approval level) for electronically initiated transfers? If so, describe.
- 16.9.14 Is security the same for repetitive and free form wires initiated by all of the methods listed above? If not, how does it differ?
- 16.9.15 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?
- 16.9.16 Can dollar limits by user and function be established for single transaction amounts and daily aggregate amounts?
- 16.9.17 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?
- 16.9.18 On what basis does the bank calculate daylight overdraft positions?
- 16.9.19 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.
- 16.10 TRANSACTION RESEARCH
  - 16.10.1 Does the bank adjust the deposit amount or process an adjusting debit or credit? The District requires supporting documentation on any debit or credit correction memo.
  - 16.10.2 Within what time frame can the bank provide requested copies or documentation? What delivery options are available?
- 16.11 DISASTER RECOVERY AND CONTROL
  - 16.11.1 Describe the bank's electronic data procedures and/or manual system used to provide banking services along with backup and recovery capabilities.
  - 16.11.2 Where are off-site facilities located?
  - 16.11.3 How quickly can the "hot" site be implemented in case of an emergency?
  - 16.11.4 Provide a detailed description of the controls in place to insure the integrity of the funds transfer system.
  - 16.11.5 Describe the types of insurance and bonding carried.
- 16.12 ACCOUNT REPORTING
  - 16.12.1 Will the account reporting system provide beginning and ending ledger (book) balances, collected balances, available balances, and float assignment?



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- 16.12.2 What current-day reporting is available through the reporting system?
- 16.12.3 What cross product reporting is available (e.g., ACH, wire)?
- 16.12.4 Do Zero Balance Account (ZBA) reports include float?
- 16.12.5 What time each day is the data available?
- 16.12.6 How many business days is data stored on the reporting system and available for the District to access?
- 16.12.7 What technical specifications will be required for the District's system?
- 16.12.8 Is specific software required to communicate with the bank's system?

16.13 IMAGE SERVICES

- 16.13.1 Describe the bank's current image processing capabilities.
  - a. Do they include "on-line" access to return and adjustment images?
  - b. If not currently available, when does the bank plan to implement image services?
  - c. What are the hardware and software requirements for the District?

16.14 ADDITIONAL SERVICES

Include information on any other cash management services currently provided or planned by the bank that may benefit the District.

16.15 CUSTOMER SERVICE AND QUALITY

- 16.15.1 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).
- 16.15.2 Will a specific customer service representative be assigned to handle the District?
  - a. Describe the responsibilities of the customer service personnel, including the chain of command for problem resolution.
  - b. Is local customer service support available for the customer's depositing locations?
- 16.15.3 What are the hours of operation of the customer service unit? [Specify time]
- 16.15.4 How does the bank handle inquiries requiring research and adjustments?
- 16.15.5 Are there established turn-around times for research and adjustment items? If yes, specify.
- 16.15.6 Does the bank provide technical customer support for computer hardware, software, and communications problems?

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**16.16 BANK FEES**

- 16.16.1 Provide the proposed prices for the list of banking services as presented on the Prices and Services Chart. Prices must be guaranteed for the initial, 3-year term of the contract.
- 16.16.2 Would the District order deposit tickets and other supplies through the bank or directly from a vendor? How are the charges handled?
- 16.16.3 Will the bank cash the District'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?
- 16.16.4 How and when is the District notified of a price change after the initial 3-year term?
- 16.16.5 Is there a fee or other assessment for FDIC Insurance? If so, how does the bank calculate the charge?
- 16.16.6 Can the District 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?
- 16.16.7 When calculating average balances, are positive and negative balances netted?
- 16.16.8 How does the bank charge for overdrafts? Does the bank charge for use of uncollected funds? If so, how is the charge calculated?
- 16.16.9 What billing period options does the bank offer? How and when will the District be billed for deficiencies?
- 16.16.10 How long are excess balances carried forward and applied to charges in future billing periods?
- 16.16.11 How soon after the close of the billing period is the account analysis available to the District?
- 16.16.12 How are adjustments reflected on the account analysis?
- 16.16.13 Is the bank's account analysis available electronically via the Internet?
- 16.16.14 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?
- 16.16.15 Please provide a sample invoice for the District's account. The District will not permit the bank to debit the District's account for the payment of any bank fees.

**17.0 CUSTODIAL SERVICES**

**17.1 GENERAL INVESTMENT PORTFOLIO**

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- 17.1.1 Custodial services are limited to handling the settlement of fixed-income trades for cash and short-term positions; however, services will **not** involve any investment management functions for the District. The securities, which qualify for delivery through the Federal Reserve Bank in book entry form, credited to the bank's Federal Reserve Account and for further credit to the District (e.g., United States Treasury bills, notes and bonds; United States Government Agencies; and Federal Instrumentalities). The Federal Reserve receipt must identify the "CUIISP" number and the District as owner of the security.
- 17.2 The District maintains its security positions in a safekeeping account. All transactions are done on a delivery-versus-payment basis. The Bank should provide the District with a pricing schedule for safekeeping services. The District reserves the right to contract for safekeeping services outside of the Banking Services contract.
- 17.2.1 The District maintains an investment portfolio for its general operating needs. This portfolio is generally limited to a short-term investment horizon with a maximum maturity for any security being five years. To a large degree, the maturity structure is oriented toward meeting cash flow requirements dictated primarily by debt service obligations, bi-weekly payroll obligations, and the seasonal pattern of property tax collections. Accordingly, a sizable portion of the District's general investment portfolio is made up of direct obligations of the United States government and federal agency securities with maturities of one year or less. Investments beyond one year are generally associated with bond proceeds and certain funds, which have historically carried a stable level of cash reserves.
- 17.2.2 During the one-year period ending March 1, 2001, the District maintained an average balance in its general investment portfolio of approximately \$50 million, exclusive of overnight Repurchase Agreements.
- 17.2.3 The District has traditionally limited the use of Repurchase Agreements primarily to the institution awarded the Banking Services Agreement. Departures have generally been limited to the most heavily capitalized primary dealers.
- 17.2.4 Maintain approximately one or more custody accounts directly or through a third party for the cash and securities owned by the District.
- 17.2.5 All securities and cash held by the custodian shall be segregated from the assets of others and shall be and remain the sole property of the District. The custodian shall have only the bare custody thereof. The securities held by the custodian shall, unless payable to the bearer be registered in the name of the District, or in the bank's nominee name. Securities delivered to the custodian, except bearer securities and Certificates of Deposit as described above, shall be in due form for transfer or already registered as provided above.
- 17.2.6 Collect all coupons and other periodic income on securities held and process per instructions received by authorized persons.
- 17.2.7 Monitor and record the collection of funds in accounts maintained by the custodian for the District.
- 17.2.8 Create, maintain, and retain all records relating to securities held in custody in the District's accounts to meet the requirements and obligations under generally accepted accounting principles.

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- 17.2.9 Calculate the market value of all collateral securities pledged on the District's accounts and report this information, along with a detailed report listing the accounts and deposit balances so secured, to the District each month. This report must verify the adequacy of collateral as specified in the District's deposit collateralization requirements.
- 17.2.10 Provide monthly activity statements and reports for all accounts. The statement cut off should be the last day of the month. Statements must be sent by no later than the 10th business day of the following month.
- 17.2.11 Provide a listing of cut off times for notification of securities transactions. Please specify if the cut off times vary for different types of securities.
- 17.2.12 Describe any sub-custodial arrangements that would be used for securities belonging to the District's. Fully describe the roles and responsibilities of each sub-custodian, if applicable.
- 17.2.13 Describe how the financial institution interacts with investment managers.
- 17.2.14 Does the bank provide custodial information to the District through an on-line inquiry/reporting service?
- 17.2.15 Describe the custodial relationship between the institution and the Federal Reserve Bank.
- 17.3 ORGANIZATION AND BACKGROUND
- 17.3.1 Briefly describe the organization structure of the bank Custody Department.
- 17.3.2 Provide a brief description of the history your organization.
- 17.3.3 What is the total of all assets held in custody/safekeeping? How many Custody clients does your organization service?
- 17.3.4 Please explain briefly why Palm Beach School District should select your organization to provide the required services.
- 17.3.5 List all insurance coverage relevant to the department handling Custody functions. Please indicate the type and amount.
- 17.3.6 Discuss the financial stability of your firm.
- 17.4 ADMINISTRATION
- 17.4.1 Describe the approach to account administration that is used (i.e., account teams, account administrator with support group)?
- 17.4.2 Provide biographical sketches of individuals that would be responsible for service delivery and the account administrator who would be assigned to this account.
- 17.4.3 How many accounts does your typical account representative manage? How do you determine the number of accounts assigned to each administrator?
- 17.4.4 Who and what are the qualifications of the person(s) in your organization designated to handle matters when the account administrator is unavailable?

## REQUEST FOR PROPOSAL NO. 02C-007S

17.4.5 Please describe your firm's commitment to service quality and customer service.

### 17.5 ON-LINE COMMUNICATIONS

17.5.1 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.

17.5.2 How current is on-line information, and how many hours per day is it available?

17.5.3 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?

17.5.4 How long have you offered on-line services? Provide a description of remote site hardware and software required by clients and investment managers.

17.5.5 What provisions are made for training of client personnel in the use of the system?

17.5.6 What information, current and historical, is provided and available on-line in raw data elements? Indicate when and how this information is available/accessible

### 17.6 ACCOUNTING / REPORTING

17.6.1 Provide a complete description of your accounting system.

17.6.2 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.

17.6.3 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?

17.6.4 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?

17.6.5 Do you have the capacity to report brokerage commissions by account and by transaction?

17.6.6 Explain the methodology and policies in place for accrual accounting. What transactions are not accrued?

17.6.7 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.

17.6.8 What is your source and how do you account for pay down information? Do you maintain a record of the original face amount purchased?

17.6.9 Is reporting provided on a trade date, accrued basis?

17.6.10 Describe your standard reporting package. Provide copies of reports available to clients.

## REQUEST FOR PROPOSAL NO. 02C-007S

- 17.6.11 Which standard reports are available on-line? Are they available the next business day? Describe when and how we would access these reports.
- 17.6.12 How soon after accounting periods are fully audited reports available?
- 17.6.13 What steps are taken to ensure the accuracy of your reports? Are reports audited before they are mailed to clients? If so, by whom?
- 17.6.14 Are you willing and able to prepare special reports from available data? Is there an extra charge for this service?
- 17.7 AUDIT CONTROLS
- 17.7.1 Provide copies of your most recent annual report, 10-K and 8-K filing.
- 17.7.2 Who is responsible for monitoring audit recommendations made to management? Describe the process.
- 17.8 CUSTODY / SAFEKEEPING
- 17.8.1 Describe your depository memberships (i.e., DTC, FRB, PTC) and the services you use at these depositories.
- 17.8.2 Describe your system for the registration and custody of assets.
- 17.8.3 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.
- 17.8.4 Briefly describe your securities settlement process. Describe your procedures and capabilities for settling and accounting for same day cash trades.
- 17.8.5 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?
- 17.8.6 How and when do you record and report (within your system, to clients, to investment managers, etc.) corporate actions?
- 17.8.7 What is the source of your pricing data for stocks, bonds, options, and convertibles and including how frequently prices are updated?
- 17.8.8 How do you handle corrections/reversals (i.e., as adjustments or as offsetting purchases and sales)?
- 17.9 CASH MANAGEMENT
- 17.9.1 What is your policy toward crediting of interest and dividends on payable dates? Are income payments credited in same day funds?
- 17.9.2 When are funds withdrawn for purchases? Credited for sales? Fed funds or clearing house funds?

REQUEST FOR PROPOSAL NO. 02C-007S

17.9.3 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?

17.9.4 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?

17.9.5 What short-term investment vehicles (describe in detail) are available to your clients?

17.9.6 What percentage of fails did you experience in the last three years for sales and for purchases?

17.10 SYSTEM CAPABILITIES

17.10.1 What are your systems capabilities (hardware and software)? How long has the current hardware been in place?

17.10.2 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?

17.10.3 What back-up and recovery capabilities are in place in case of malfunctions or emergencies? Where is the back-up system located?

17.10.4 Describe your disaster plan procedure and results of such tests performed in the last year.

17.10.5 When was the software developed and was it developed internally or externally?

17.10.6 What are your security procedures that protect customer information, especially with respect to unauthorized access to data? Please describe in detail all security measures.

17.11 CONVERSION

17.11.1 Please describe your approach to the implementation and conversion process. Include an estimated conversion calendar.

17.11.2 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.

17.12 FEES

17.12.1 Submit a copy of your current fee schedule and/or describe on what basis fees are calculated. Indicate frequency with which you intend to submit billings.

17.12.2 Do you offer a multi-year guarantee of current fee schedules?

17.13 CREDIT CARD PROCESSING SERVICES

The District is currently reviewing the use of credit cards for a variety of services and fee collection programs.

REQUEST FOR PROPOSAL NO. 02C-007S

- 17.13.1 The proposer 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.
- 17.13.2 Pricing should be quoted for electronic authorization with a back-up system, as well as, telephone transactions. In the future, the District may desire other authorization methods and the fees will be separately negotiated.
- 17.13.3 Training must be provided to staff members of the District.
- 17.13.4 All supplies and equipment necessary to operate the credit card payment system must be provided.
- 17.13.5 The District must be able to monitor transaction data for individual receipting locations. Please describe the monitoring capabilities available to the District.
- 17.13.6 Disputed and returned credit card transactions will be returned to the District. Please describe the information provided with returned items.
- 17.13.7 The prices shall be fixed for all contracts resulting from this RFP. If the proposer or subcontractor is passing on fees originated by some other organization beyond their control the proposer may request a change in fee and support the request with proper documentation. Any change in fee will be at the discretion of the District.
- 17.13.8 Listed below are the credit cards that must be accepted on behalf of the District.
- Master Card  
Visa
- 17.13.9 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 District bank account on the next banking day.
- 17.13.10 Describe the authorization services provided by the bank:
- a. Describe in detail how an authorization would be requested and a response delivered. Include details on the equipment to be used.
  - b. Can the bank offer both Credit Card and Debit Card/Point of Sale (POS) settlement services? If yes, describe.
  - c. Can the bank offer a back-up authorization method if terminals are non-operational?
  - d. Please describe in detail the proposed back-up authorization method.
  - e. What is the response time for each authorization method?
- 17.13.11 Please list references of large credit card merchant accounts serviced the by bank. Include a contact person and telephone number for each reference.
- 17.13.12 Name the person in the bank who would be primarily responsible for handling credit card services for the District. List the person's title, address, and telephone number.



REQUEST FOR PROPOSAL NO. 02C-007S

17.13.13 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:

- a. Services to be performed
- b. Name of firm
- c. Address of firm
- d. Contact person
- e. A financial statement

18.0 **PAYMENT FOR SERVICES**

- Banks

The District pays for banking fees associated with the monthly activity for of the District's accounts. The Bank is not permitted to debit or charge any of the District's accounts for any of the fees associated with any of the services provided to the District by the Bank. In addition, the account analysis statement should show average balances and average net collected balances, along with itemizes monthly activity of each account and services activity cost associated with each. **Each proposer is required to provide an analysis comparing service fees paid by compensating balances verses direct fees for each of the proposed services.**

- Non-Banks

Non-Banks will invoice the District for services (i.e.; credit cards) rendered in terms of the contract on a monthly basis. All invoices will include detail transaction information as approved by the District.

19.0 **IMPLEMENTATION AND CONVERSION**

19.1 Provide a detailed description of the implementation process, including testing and a sample implementation schedule.

19.1.1 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?

- a. Supplies (Encoded Deposit Slips, Endorsement Stamps, etc)
- b. Account opening
- c. Information reporting setup
- d. Transmission tests (Reconciliation and ACH)
- e. Document Tests (Imaging)
- f. Other

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19.1.2 Describe materials available and/or any on-site training provided by the bank in the areas listed below.

- a. Cash deposit preparation
- b. Change order procedures/systems
- c. Information reporting/detail transmission systems
- d. Technical support

19.1.3 Does the bank assign an implementation team? Describe a conversion plan to transfer assets of the District to the bank.

**20.0 REFERENCES**

20.1 Provide five governmental references including one public school district, (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 District may contact these references during the evaluation process.

20.2 Provide a list of clients where similar services were provided who have terminated services in the last three years.

**21.0 SAMPLE REPORTS AND CONTRACTS**

Provide a sample of all of the required service contracts for bank services.

1. Please provide samples of the following reports (paper or on-line reports) that you would propose to use in meeting the needs of the District, such as:
  - a. Reconciliation Reports
  - b. Daily Balance and Activity Reports
  - c. Repurchase Agreement Calculation Schedule
  - d. Monthly Bank and Analysis Statements
  - e. Schedule of Collateral Pledged
2. Not limited to the following, please provide samples of the following agreements you would propose to use in conjunction with this engagement:
  - a. Wire (Funds) Transfer Agreement
  - b. ACH Agreement
  - c. Zero Balance Account Agreement
  - d. Sweep Investment Service Agreement
  - e. Custodian Agreement

**22.0 PRICES AND SERVICES CHART**

Listed on the next page is a summary of the average monthly volumes for the various types of services currently being utilized by the District. This information was based, in part, on monthly average volumes for fiscal year 2001. Volumes are estimated and not guaranteed as minimums or maximums. In addition, based on the information contained in this proposal, provide unit charges for any additional services, as outlined in the proposal. Proposers must use this format, adding any other services fees that will be charged. Any service or fee, not included in the response to this RFP, must be approved by the District prior to any fee assessment.

(1) Regarding the Interest Rate Differential Adjustment please review the following example:

The interest rate differential adjustment is determined by taking the difference between the opening "Federal Funds Rate" as quoted per "Bloomberg" or another nationally recognized information system and the bank's proposed overnight repurchase rate and multiplying said difference by the average overnight repurchase agreement balance (for example; \$1,000,000). If the bank's proposed overnight repurchase agreement rate is below the opening "Federal Funds Rate," then the interest rate differential is to be added to the total proposed cost. If the bank's proposed overnight repurchase agreement rate is above the opening " Federal Funds Rate," then this differential will serve to decrease the total proposed cost.

Example:

A bank proposing the opening " Federal Funds Rate" as quoted per " Bloomberg" less 25 basis points would add \$2,500 (.25% x \$1,000,000) to the total proposed annual cost of services.

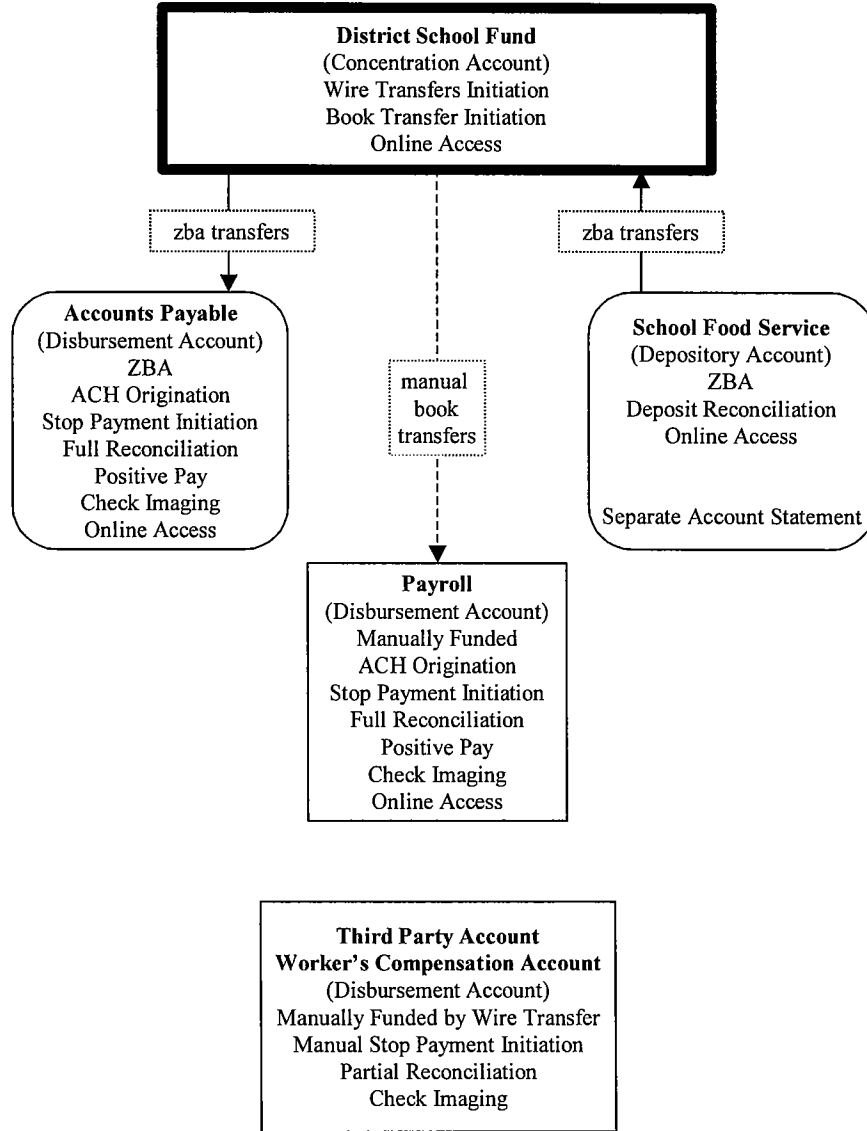
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School District of Palm Beach County  
 Summary of Banking Services  
 FY 2001 (July 2000 - June 2001)

Service	Average Monthly Activity	Fee per Item	Total Fee
<b>General Banking Services</b>			
Account Maintenance	5		\$ -
Daylight Overdraft Fee	-		\$ -
FDIC Insurance	-		\$ -
<b>Depository Services</b>			
Debits	25,848		\$ -
Credits	2,344		\$ -
ACH Debits	34		\$ -
ACH Credits	77		\$ -
Deposited Items	13,527		\$ -
Returned Items	84		\$ -
Non-Cash Deposit Correction	20		\$ -
Electronic Stop Pay (18 month)	28		\$ -
Manual Stop Payment (18 month)	4		\$ -
Paid Item Inquiry	4		\$ -
ZBA Master	1		\$ -
ZBA Sub	1		\$ -
<b>Cash Vault</b>			
Comm'l Deposit Vault	10,025		\$ -
Deposit Correction Cash	141		\$ -
Coin per Roll-Vault	851		\$ -
Coin Verification-Mixed Bag	81		\$ -
Vault Change Order-Per Change	30		\$ -
<b>ACH Services</b>			
ACH per Item	24,192		\$ -
ACH Maintenance	1		\$ -
Reversals	16		\$ -
Return Item-NOC	70		\$ -
Consumer Input PC	2		\$ -
Electronic NOC and ACH Return Reports	11		\$ -
<b>Wire Transfer</b>			
Electronic Repetitive Wire Transfer - Outgoing	17		\$ -
Wire Transfer - Incoming	12		\$ -
Electronic Book Transfer	38		\$ -
<b>Recon</b>			
Full Recon with Positive Pay Maint	1		\$ -
Full Recon with Positive Pay Maint per Item	11,563		\$ -
Stale Date Maintenance for Positive Pay	1		\$ -
Online Issue Input for Positive Pay	59		\$ -
Recon Output	2		\$ -
Recon Transmission to bank	14		\$ -
Partial Maintenance	1		\$ -
Partial Item	2,566		\$ -
Deposit Recon Maintenance	1		\$ -
Deposit Recon per Item	2,365		\$ -
Check Image Maintenance	3		\$ -
Check Image per CD	5		\$ -
Check Image per Item	27,205		\$ -
<b>Information Services</b>			
Previous Day Maintenance	1		\$ -
Current Day Maintenance	1		\$ -
Online Access Per Account	4		\$ -
<b>Miscellaneous</b>			
Check Photocopy	2		\$ -
CPA Confirmations per Request	1		\$ -
Box Coin Envelopes			\$ -
<b>Total</b>			\$ -

23.0 BANK ACCOUNTS CHART

SCHOOL DISTRICT OF PALM BEACH COUNTY



**Online Services**

Current and Prior Day Balance and Transaction Details, Book Transfer Initiation, Wire Transfer Initiation, Stop Payments, Notification of Change and ACH Return Reports, Positive Pay with manual issue input and check image.

## REQUEST FOR PROPOSAL NO. 02C-007S

### **24.0 CANCELLATION OF AWARD/TERMINATION**

24.1 In the event any of the provisions of this proposal are violated by the proposer(s), the Superintendent or designee will give written notice to the proposer(s) stating the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation will be made to the District for immediate cancellation. Upon cancellation hereunder, the District may pursue any and all legal remedies as provided herein and by law.

24.2 The District, reserves the right to terminate any contract resulting from this RFP, at any time and for no reason, upon giving 30 days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the District will be relieved of all obligations under said contract. The District will only be required to pay to the proposer(s) that amount of the contract actually performed to the date of termination.

24.3 The awardee(s) will have the option to terminate the contract upon written notice to the Director of Purchasing. Such notice must be received at least 90 days prior to the effective date of termination.

24.4 Cancellation of contract by awardee may result in removal from bidders/proposer list for a period of three years.

### **25.0 DEFAULT**

25.1 In the event that the awarded proposer(s) should breach this contract the District reserves the right to seek remedies in law and/or in equity.

### **26.0 LEGAL REQUIREMENTS**

26.1 It shall be the responsibility of the contractor to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations and School Board Policy that in any manner affect the items covered herein which may apply. Specifically, proposer(s) is to adhere to School Board Policies 3.12 and 3.13, pursuant to the following, with respect to any criminal arrests and convictions, and is on notice thereto that any employees involved in any Chapter 435, Florida Statutes offenses are precluded from continuing to work on the project and must be replaced. Failure to comply may result in the immediate termination of the vendor's contract at the sole discretion of the School District. Lack of knowledge by the proposer(s) will in no way be a cause for relief from responsibility.

26.2 Proposer(s) doing business with the District are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, religion, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

### **27.0 FEDERAL AND STATE TAX**

27.1 The District is exempt from federal and state taxes for tangible personal property. The Purchasing Department Coordinator will sign an exemption certificate submitted by the successful proposer(s). Proposer(s) doing business with the District will not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the District, nor will any proposer be authorized to use the District's Tax Exemption Number in securing such materials.

REQUEST FOR PROPOSAL NO. 02C-007S

28.0 **CONFLICT OF INTEREST**

28.1 All proposers must disclose the name of any officer, director, or agent who is also an employee of the District. All proposers must disclose the name of any District employee who owns, directly or indirectly, any interest in the proposers' business or any of its branches.

29.0 **INSURANCE REQUIREMENTS**

29.1 Proof of the following insurance will be furnished by the awarded proposers/bidders to the School District of Palm Beach County by Certificate of Insurance. All insurance must be issued by a company or companies approved by the School District.

29.2 Original Certificates of Insurance meeting the specific required provision specified within this contract/agreement shall be forwarded to the Palm Beach County School District's Purchasing Department, ATTN: Saundra L. Brady, Senior Purchasing Agent, and approved prior to the start of any work or the possession of any school property. Renewal certificates must be forwarded to the same department prior to the policy renewal date.

29.3 Thirty days written notice must be provided to the Palm Beach County School District via certified mail in the event of cancellation. The notice must be sent to the Purchasing Department.

29.4 The awarded bidders shall provide complete copies of any insurance policy for required coverage within seven days of the date of request by the Purchasing Department but in any respect at least 30 days prior to the commencement of any term. For all contracts with a bid amount of \$500,000 or more the actual **INSURANCE POLICY** must be included with the Certificate of Insurance.

A. **WORKERS' COMPENSATION:** Proposer(s) must comply with FSS 440, Workers' Compensation and Employees' Liability Insurance with minimum statutory limits.

B. **COMMERCIAL GENERAL LIABILITY:** Awarded proposers/bidders shall procure and maintain, for the life of this contract/agreement, Commercial General Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury, products and completed operations liability and property damage that could arise directly or indirectly from the performance of this agreement. It must be an occurrence form policy. **THE SCHOOL DISTRICT OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR COMMERCIAL GENERAL LIABILITY INSURANCE.**

The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability.

REQUEST FOR PROPOSAL NO. 02C-007S

- C. **PROFESSIONAL LIABILITY:** The awarded proposer/bidder shall procure and maintain Professional Liability Insurance for the life of this contract/agreement, plus two years after completion. This insurance shall provide coverage against such liability resulting from this contract. The minimum limits of coverage shall be \$5,000,000 with a deductible not to exceed \$25,000. The deductible shall be the responsibility of the insured. Professional liability policies shall include an endorsement whereby the awarded bidder holds harmless the Palm Beach County School District and each officer, agent and employee of the Palm Beach County School District against all claims, against any of them, for personal injury or wrongful death or property damage arising out of the negligent performance of professional services or caused by an error, omission or negligent act of the awarded bidder or anyone employed by the awarded bidder.

This policy must be continued or tail coverage provided for two years after completion of the project.

**30.0 INDEMNIFICATION / HOLD HARMLESS AGREEMENT**

- 30.1 Awarded proposers/bidders shall, in addition to any other obligation to indemnify the Palm Beach County School District and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School District, their agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged;
  - A. bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; or
  - B. violation of law, statute, ordinance, governmental administration order, rule or regulation by contractor in the performance of the work; or
  - C. liens, claims or actions made by the contractor or any subcontractor or other party performing the work.
- 30.2 The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the contractor of any subcontractor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.
- 30.3 Any costs or expenses, including attorney's fees, incurred by the Palm Beach County School District to enforce this agreement shall be borne by the contractor.
- 30.4 Awardee(s) recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant and expressly acknowledges the receipt of TEN DOLLARS payable upon receipt of first invoice and other good and valuable consideration provided by the District in support of this indemnification in accordance with the laws of the State of Florida. This article will survive the termination of this contract.



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### **31.0 PUBLIC RECORDS LAW**

31.1 All proposal documents or other materials submitted by the proposer in response to this RFP will be open for inspection by any person and in accord with Chapter 119, Florida Statutes.

### **32.0 PERMITS AND LICENSES**

32.1 The proposer(s) will be responsible for obtaining any necessary permits and licenses and will comply with laws, rules, and regulations whether state or federal and with all local codes and ordinances without additional cost to the District.

### **33.0 INTELLECTUAL PROPERTY RIGHTS**

33.1 The proposer(s) will indemnify and hold harmless, the District from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or un-patented invention, process, article or work manufactured or used in the performance of the contract, including its use by the District. If the proposer(s) uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties of costs arising from the use of such design, device, or materials in any way involved in the work.

This article will survive the termination of any contract with the School District.

### **34.0 COST INCURRED IN RESPONDING**

34.1 All costs directly or indirectly related to proposal preparation, representation or clarification shall be the sole responsibility of and be borne by the proposer.

### **35.0 SUB-CONTRACTS**

35.1 Nothing contained in this specification will be construed as establishing any contractual relationship between any sub-proposer(s) and the District.

35.2 The proposer(s) will be fully responsible to the District for the acts and omissions of the sub-proposer(s) and their employees.

35.3 After award of contract, any changes in subcontractors or subproposers requires prior School District written approval.

### **36.0 INDULGENCE**

36.1 Indulgence by the District on any non-compliance by the proposer does not constitute a waiver of any rights under this RFP.

**37.0 JOINT PROPOSAL**

37.1 In the event multiple proposers submit a joint proposal in response to the RFP, a single proposer shall be identified as the Prime Vendor. If offering a joint proposal, Prime Vendor must include the name and address of all parties of the joint proposal. Prime Vendor shall provide all bonding and insurance requirements, execute any Contract, complete the **REQUIRED RESPONSE FORM** shown herein, have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one proposer shall be acceptable. Prime Vendor responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other proposers participating or present at District meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. Prime Vendor shall also prepare and present a consolidated invoice(s) for services performed. The District shall issue only one check for each consolidated invoice to the Prime Vendor for services performed. Prime Vendor shall remain responsible for performing services associated with response to this RFP.

**38.0 SUB-CONTRACTING/MINORITY BUSINESS PARTICIPATION**

38.1 The District strongly encourages the use of Minority/Woman owned business enterprises for participation as associates, joint-venturers, prime proposers, and sub-proposers in contracting opportunities.

38.2 In order to receive evaluation credit for M/WBE participants, the proposer or firm(s) to be utilized by the proposer must be certified by the District or the State of Florida at the time that the proposals are due. In order to receive evaluation credit for M/WBE participation, the proposal must identify the specific certified M/WBE firm or firms upon which evaluation credit is sought, shall indicate the extent and nature of the M/WBE's work, and shall include the percentage of the total engagement which will be received by the M/WBE firm in connection with the proposal. M/WBE participation in auxiliary services (e.g., graphics, printing and other services) is acceptable but will only be given evaluation credit if it augments the primary service of this RFP. **ALL PROPOSERS MUST COMPLETE THE M/WBE SUBCONTRACTOR PARTICIPATION LETTER OF INTENT (FORM 1525). ATTACHMENT A.**

38.3 Inquiries regarding listings of District and State Certified Minority, Woman and Disadvantaged business enterprises can be made to the District's Office of Diversity in Business Practices, 3322 Forest Hill Boulevard, Suite A-106, West Palm Beach, FL 33406, or phone (561) 434-8508. All companies using minority, woman, or disadvantaged sub-proposers will complete the **M/WBE SUBCONTRACTOR PARTICIPATION SUMMARY (FORM 1526) – ATTACHMENT B.** This form must be submitted with all requests for payment.

38.4 Minority Business Enterprise (MBE) indicates a business entity which is owned and operated by a minority. In this instance, minority or handicapped group members are citizens of the United States or lawfully admitted permanent residents who are African American, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others as outlined in Administrative Order 1-18.

## REQUEST FOR PROPOSAL NO. 02C-007S

- 38.5 The Palm Beach County School District only recognizes as acceptable for certification as minority/woman business enterprises those firms, vendors, and consultants that have successfully completed the certification requirements of the State of Florida Minority Business Advocacy and Assistance Office or the Palm Beach County School District's Office of Diversity in Business Practices. In the case of those firms or small business enterprises that are certified with the State of Florida Minority Business Advocacy and Assistance Office the firm shall be required to include a copy of their certification letter or certificate. The letter or certificate will only be deemed valid if the dates for certification have not expired. Any pending application with the Palm Beach County School District or the State of Florida Minority Business Advocacy and Assistance Office shall not be considered as certification of the vendor making application for consideration as a M/WBE firm.
- 38.6 The Palm Beach County School District does not currently by implication or direct means have reciprocity with any governmental or non-governmental entity, with the exception of the State of Florida Minority Business Advocacy and Assistance Office for the purpose of sharing and/or acceptance of M/WBE vendors, consultants, small business enterprises for certification.
- 39.0 **PUBLIC ENTITY CRIMES**
- 39.1 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/RFP on a contract to provide any goods or services to a public entity, may not submit a bid/RFP on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/RFPs on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- 39.2 The proposer(s) certifies by submission of this RFP, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department/agency.
- 40.0 **USE OF OTHER CONTRACTS**
- 40.1 The District reserves the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, any other school board, any other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012(6) in lieu of any offer received or award made as a result of this bid, if it is in the best interest to do so. **The District also reserves the right to separately bid any single order or to purchase any item on this bid if it is in its best interest to do so.**
- 41.0 **ASSIGNMENT OF CONTRACT AND/OR PAYMENT**
- 41.1 The proposer shall not enter into subcontracts, or assign, transfer, convey, sublet, or otherwise dispose of the ensuing contract, or any or all of its right, title or interest herein, or its power to execute such contract to any person, company, or corporation without prior written consent of the District.
- 41.2 The proposer will be prohibited from publishing or releasing any information related to the requested services without the prior written permission of the School District. All reports and other documents resulting from the ensuing contract will remain the sole property of the District.

## REQUEST FOR PROPOSAL NO. 02C-007S

### **42.0 POSSESSION OF FIREARMS / DRUG FREE WORKPLACE**

- 42.1 Possession of firearms will not be tolerated on School District property; nor will violations of Federal and State laws and any applicable School Board policy regarding Drug Free Workplace be tolerated. Violations will be subject to the immediate termination provision heretofore stated in Section 26.0.
- 42.2 "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.
- 42.3 No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property.
- 42.4 If any employee of an independent contractor or sub-contractor is found to have brought a firearm on School District property, said employee will be terminated from the School Board project by the independent contractor or sub-contractor. If the sub-contractor fails to terminate said employee, the sub-contractor's agreement with the independent contractor for the School Board project shall be terminated. If the independent contractor fails to terminate said employee or fails to terminate the agreement with the sub-contractor who fails to terminate said employee, the independent contractor's agreement with the School Board shall be terminated.

### **43.0 AGREEMENT**

- 43.1 A purchase order and/or a contract will be released, after award, for any work to be performed as a result of this RFP. The proposal, response to the proposal, all attachments, any addendum released, agreement if applicable, and the corresponding purchase order will constitute the complete agreement between proposer and the District. Should there be any conflict between the terms of the RFP, response to the RFP (proposal), and the terms of the agreement (Sample Contract), the terms of the agreement shall be final and binding and the RFP shall control where in conflict with the proposal. If proposer requires an additional contract, then proposer should include their sample contract as an attachment to the proposal submitted for review.

### **44.0 POSTING OF RFP CONDITIONS / SPECIFICATIONS**

- 44.1 This RFP will be posted for review by interested parties, at 3326 Forest Hill Boulevard, Suite A-323, West Palm Beach, FL, on the date of RFP mailing and will remain posted for a period of 10 days. Failure to file a specification protest within the time prescribed in Florida Statutes 120.57(3) will constitute a waiver of proceedings under Chapter 120, Florida Statutes.

### **45.0 POSTING OF RFP RECOMMENDATION / TABULATIONS**

- 45.1 RFP recommendations and tabulations will be posted in the Purchasing Department for review by interested parties, at 3326 Forest Hill Boulevard, Suite A-323, West Palm Beach, FL, on **July 29, 2002** at 3:00 p.m., and will remain posted for a period of 72 hours. If the RFP tabulation with recommended awards is not posted by said date and time, A "Notice of Delay of Posting" will be posted to inform all proposers of the new posting date and time.

REQUEST FOR PROPOSAL NO. 02C-007S

- 45.2 Any person adversely affected by the decision or intended decision must file a notice of protest, in writing, within 72 hours after the posting. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file protest within the time prescribed in Section 120.57(3), Florida Statutes, will constitute a waiver of proceedings under Chapter 120, Florida Statutes.
- 45.3 If a proposer wishes to protest a RFP, they must do so in strict accordance with the procedures outlined in FS 120.57(3), and Section 8.3 of this proposal and School Board Policy 6.14.
- 45.4 Any person who files an action protesting an RFP specification, decision or intended decision pertaining to this bid pursuant to FS 120.57(3)(b), shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida payable to the School District of Palm Beach County in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than \$500 nor more than \$5,000. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned. If the protest prevails, he or she shall recover from the District all costs and charges, which shall be included in the final order of judgment.

**REQUEST FOR PROPOSAL NO. 02C-007S**

Minority Certification applications are available through the Minority Business Enterprise located at:

Office of Diversity in Business Practices  
School District of Palm Beach County  
3322 Forest Hill Boulevard, Suite A-106  
West Palm Beach, FL 33406-5871  
Phone: (561) 434-8508  
<http://www.palmbeach.k12.fl.us/bids/mwbe>

**Are you a minority vendor certified by:** (Check if appropriate)

Palm Beach County School District \_\_\_\_\_

State of Florida \_\_\_\_\_

If yes, expiration date \_\_\_\_\_

Minority Classification \_\_\_\_\_

If you are not a certified minority vendor and intend to sub-contract with a certified minority firm(s), please list the vendors and the estimated dollar value below:

<b>Vendor</b>	<b>Estimated Dollar Value</b>
_____	\$ _____
_____	\$ _____
_____	\$ _____

For information on other bids currently being solicited for the School District of Palm Beach County, please call the BID HOTLINE at (561) 434-8111.

Bids/RFPs are available to view and print at no charge on the Purchasing Department's Internet Hotline. Simply go to <http://www.palmbeach.k12.fl.us/bids> and click on those documents you are interested in. This will allow you to register, view and print the solicitation.

5 ATTACHMENTS



**Minority Women Business Enterprise (M/WBE)  
 Subcontractor Participation Letter of Intent**

BID/RFP or Project Name BANKING SERVICES

BID/RFP or Project Number 02C-007S

Name of Bidder \_\_\_\_\_

The undersigned intends to perform work with the above project as *(check one)*

- Individual       Partnership       Corporation       Joint Venture

*(NOTE: If a joint venture, attach letterhead or other documentation proving relationship.)*

The undersigned intends to perform work with the above BID/RFP or project as *(check one)*

- Subcontractor       Manufacturer       Supplier

The undersigned is:

- Certified with the School District of Palm Beach County MIWBE Coordinator  
 Certified with the State of Florida, Department of General Services

The undersigned is *(check only one in each applicable column)*:

**COLUMN 1**

**COLUMN 2**

**COLUMN 3**

- |   |  |                                 |
|---|--|---------------------------------|
| <input type="checkbox"/> American Indian/Alaskan Native | <input type="checkbox"/> Physically Disabled | <input type="checkbox"/> Female |
| <input type="checkbox"/> Asian/Pacific Islander         |  | <input type="checkbox"/> Male   |
| <input type="checkbox"/> Black, Non-Hispanic            |  |                                 |
| <input type="checkbox"/> Hispanic                       |  |                                 |
| <input type="checkbox"/> Multiracial                    |  |                                 |
| <input type="checkbox"/> White, Non-Hispanic            |  |                                 |

**PARTICIPATION:** The undersigned intends to perform the following work in connection with the above project.

ITEM NO.	CONTRACT (TRADE) ITEMS	AMOUNT

Name of MWBE Subcontracting Firm \_\_\_\_\_

Name and Position (type or print) \_\_\_\_\_

\_\_\_\_\_  
 SIGNATURE

\_\_\_\_\_  
 DATE



THE SCHOOL DISTRICT OF PALM BEACH COUNTY  
 PURCHASING DEPARTMENT  
 3326 FOREST HILL BOULEVARD, A-323 • WEST PALM BEACH, FLORIDA 33406-5813 • (561) 434-0000

**Minority Women Business Enterprise (M/WBE)  
 Subcontractor Participation Summary**

BID/RFP or Project Name BANKING SERVICES

BID/RFP or Project Number 02C-007S

Total Bid (Base and Alternatives) \_\_\_\_\_

**TO DIRECTOR OF PURCHASING DEPARTMENT**

The M/WBE Subcontractor firms listed below have agreed to participate in this BID/RFP or project for the Contract (Trade) Items and the dollar amounts shown. Letter(s) on Intent (*PBSD 1525*) for each Subcontractor is (are) attached.

Those Subcontractors represented to me as M/WBE Certified by the M/WBE Coordinator are noted. Also noted are those Subcontractors not presently certified but representing themselves as M/WBE qualified for certification. For those Subcontractors, an identification Statement is attached to their Letter of Intent (*PBSD 1525*).

CONTRACTOR	CERTIFIED		CONTRACT (TRADES) ITEMS	AMOUNT
	YES	NO		

Total M/WBE Subcontractor Participation	\$
Percentage of Total Bid (Base & Alternates)	%

Contracting Firm Name \_\_\_\_\_

Name and Position (type or print) \_\_\_\_\_

\_\_\_\_\_  
 SIGNATURE DATE



# DRUG-FREE WORKPLACE CERTIFICATION

Preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program, a business shall:

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

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

---

COMPANY NAME

---

VENDOR'S SIGNATURE

**Must be executed and returned with attached bid at time of bid opening to be considered.**  
PBSD 0580 New 3/91

**STATEMENT OF NO BID**

If you are not bidding on this service/commodity, please complete and return this form to: **Department of Purchasing, School District of Palm Beach County, 3326 Forest Hill Boulevard, West Palm Beach, FL 33406-5813.** (Please print or type, except signature)

Failure to respond may result in deletion of vendor's name from the qualified bidder's list for the School District of Palm Beach County.

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

We, the undersigned, have declined to bid on your RFP No. 02C-007S for BANKING SERVICES because of the following reasons:

\_\_\_\_\_ We do not offer this product or the equivalent.

\_\_\_\_\_ Insufficient time to respond to the invitation to bid.

\_\_\_\_\_ Remove our name from this bid list only.

\_\_\_\_\_ Our product schedule would not permit us to perform.

\_\_\_\_\_ Unable to meet bond requirements.

\_\_\_\_\_ Other. (Specify below)

REMARKS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**PALM BEACH COUNTY SCHOOL DISTRICT  
BANKING SERVICES PROPOSAL  
EXCEPTION FORM**

The Bank wishes to take exceptions to the following items:

**Page**

**Section**

**Estimated Costs**

**AGREEMENT FOR GENERAL BANKING SERVICES**

THIS AGREEMENT made and entered this \_\_\_\_\_ day of September 1, 2002 by and between the School District of Palm Beach, Florida (hereinafter referred to as "District"), is a public body existing under the laws of the State of Florida and \_\_\_\_\_, a federally chartered banking institution, (hereinafter referred to as the "Bank").

**WITNESSETH**

WHEREAS, The District, is desirous of entering into a contractual agreement with a banking institution to provide primary banking services to the District; and

WHEREAS, The District previously solicited sealed proposals from qualified banking institutions to provide primary banking services for the District; and

WHEREAS, The District reviewed and evaluated all proposals received and recommended the selection of Bank to provide said banking services; and

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

1. This Agreement shall commence on September 1, 2002 and shall be for an initial three (3) year period with the option to renew for two (2), one-year periods. The decision to renew the contract will be at the discretion of the District.
2. The Bank agrees to conduct a meeting each year, no later than September 1, 2002, with the District's staff to review the previous year's bank services and support to the District.
3. Bank states that it fully understands the scope, nature, quantity and quality of services to be provided under this Agreement. Bank agrees to provide banking services in accordance with the terms and conditions set forth in the following Attachments, which are incorporated herein by reference and made a part hereof.

Attachment I            Banking Services Proposal for the School District of Palm Beach County

Attachment II          Electronic Funds Transfer Agreement

Attachment III         ACH Agreement

4. This Agreement, including all attachments incorporated in paragraph three (3) above, constitutes the entire agreement and understanding between the parties hereto and superseded all previous discussion, representations, and understandings made with respect to the matters herein contained. The parties in writing herein shall make modifications to the provisions.
5. The Bank agrees to provide the services specified at the fees and costs in the proposal to the District. Said Banking Services Proposal, along with the final fee schedule, being attached hereto as Exhibit A, incorporated herein by this reference and made a part hereof as fully as if set forth herein. References to product fees, expenses and costs in attachments \_\_\_ through \_\_\_ are not applicable.

REQUEST FOR PROPOSAL NO. 02C-007S

6. Bank will be compensated monthly either by the payment of fees or on a combination of both account balances, if any, and direct fees based on the volume of activity. Billing settlement will be monthly in arrears. The Bank will not debit any account for the collection of fees. All fees must be billed via an analysis statement and will be paid by the School District via a check.
7. The Bank agrees to credit interest on the investment vehicle to the proper accounts, the first banking day following the initiation of the service. Any securities purchased for the investment vehicle will be in compliance with the District's investment policy.
8. This agreement shall be construed in accordance with the laws of the State of Florida. The District and the Bank irrevocable consent and submit to venue for any action, in law or equity, related to this Agreement in Palm Beach County, Florida.
9. Bank agrees to make its best effort to provide any additional banking services not covered by this Agreement which may be requested by the District, at such cost under such terms that must be agreed upon in writing by the parties and such additional services shall then be subject to all terms and conditions of this Agreement as fully as if set forth herein.
10. With regard to any financial loss that may be suffered by the District as a result of or due to the negligence of or the intentional wrongful acts of commission or omission by the Bank, the Bank hereby agrees to reimburse and hold harmless the District for any such loss. Losses due to inadvertent Bank error will be reimbursed to the District; reimbursement of associated lost interest earnings shall be at the agreed upon compensation rate. The Bank shall in no event have any liability beyond its reasonable control, including, without limitation, strikes, riots, insurrection, war, military or national emergencies, acts of God, natural disasters and fire.
11. Notwithstanding any provision included in any "Exhibits" (regardless of date of execution), attached hereto, the District shall not indemnify or hold harmless the Bank or any of its agents, contractors or employees for any losses or damages arising from this Agreement. Notwithstanding the foregoing, the District shall be liable for all payments due and owed pursuant to this Agreement.
12. In the event either party is required to enforce any of the terms of this Agreement against the other party, the prevailing party shall be entitled to recover all costs, charges and expenses applicable thereto, including reasonable attorney's fees, including all such costs, expenses and attorney's fees for any retrial, rehearing or appeals.
13. The District may terminate this Agreement by giving three months advance written notice to Bank at the address listed below. Bank may terminated this Agreement with the District by giving nine months advance written notice to the District at the address listed below. Additionally, official notices and correspondences between the parties shall be addressed to the following by certified mail:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IN WITNESS WHEREOF**, the parties hereto, by and through their duly authorized officials, have executed this Agreement as of the day and year first above written.