



Fayette
COUNTY

"WHERE QUALITY
IS A LIFESTYLE"

PURCHASING DEPARTMENT
140 STONEWALL AVENUE WEST, STE 204
FAYETTEVILLE, GEORGIA 30214
PHONE: 770-305-5420
www.fayettecountyga.gov

September 15, 2016

Subject: Request for Proposals #1201-P: Banking and Merchant Services

Gentlemen/Ladies:

Fayette County, Georgia is seeking proposals from qualified financial institutions to provide banking and merchant services. You are invited to submit a proposal in accordance with the specifications and information contained herein. All required information should be included with your proposal.

A pre-proposal conference will be held at 1:00p.m., Tuesday, October 18, 2016 at Fayette County Georgia, Administrative Complex, 140 Stonewall Avenue West, Suite 100 in Fayetteville, GA 30214. This will be the opportunity to voice all questions, concerns and comments about the Request for Proposals, and have them addressed.

All questions and inquiries concerning this request for proposals or the specifications shall be addressed in writing to Trina Barwicks, Contract Administrator of Purchasing, in writing to, email address: tbarwicks@fayettecountyga.gov or fax to (770) 719-5515, Monday through Friday excluding holidays from 8:00 a.m. to 5:00 p.m. The telephone number is (770) 305-5420. Any deviations from this procedure for questions or information pertaining to this request for proposal may result in your proposal being rejected.

All prices shall be F.O.B. Destination, Fayette County. Be sure to include the **proposal number** and **reference** along with your company's name and address on the **sealed** envelope in which the proposal is returned.

PROPOSAL MUST BE SUBMITTED TO:
FAYETTE COUNTY PURCHASING DEPARTMENT
140 STONEWALL AVENUE WEST, SUITE 204
FAYETTEVILLE, GEORGIA 30214
PROPOSAL #1201-P
REFERENCE: BANKING AND MERCHANT SERVICES

Proposals will be received at the above address until 3:00pm, Tuesday, November 15, 2016 in the Purchasing Department, Suite 204. Proposals will be opened at approximately 3:00pm, Tuesday, November 15, 2016 and the names of the companies that responded will be read. Proposals must be signed to be considered. Late proposals will not be considered. Faxed/Emailed proposals will not be considered.

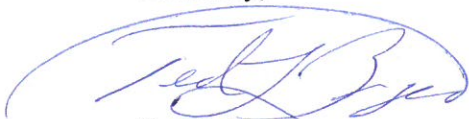
If this request for proposal is downloaded from our web site, it is the responsibility of the individual or company that downloads this request for proposal to continue to check the Fayette County web site for any addenda that might come out for this request for proposal and are posted on the Fayette County web site. Fayette County shall not be responsible for any information that any individual or company fails to get in an addendum that is posted on the Fayette County web site but is not downloaded. However, if the Fayette County Purchasing Department mails the request for proposal to a company or individual, we will keep a record of who we mailed that request for proposal to and all addenda for that request for proposal will also be mailed to those companies or individuals.

Note: The name of the companies that respond to this request for proposals will be posted on the Fayette County website within 3 business days after the proposal opening.

There is no set time for an award to be made, as the proposals have to be evaluated. If an award is not made within 60 days of the proposal opening, an update will be posted on the Fayette County website.

If this proposal is awarded; once everything has been received by the successful company and the award is completed, that information will be posted on the Fayette County website. Please keep this procedure in mind.

Sincerely,



Ted L. Burgess
Director of Purchasing

TLB/tcb

Attachment

TERMS AND CONDITIONS

1. **Definitions:** The term "contractor" as used herein and elsewhere in the Terms and Conditions shall be used synonymously with the term "successful offeror." The term "county" shall mean Fayette County, Georgia.
2. **Preparation of Offers:** It shall be the responsibility of the offeror to examine specifications, scope of work, schedule and all instructions that are part of this request for proposal. Failure to observe any of the instructions or conditions in this request for proposal may result in rejection of the offer.

All of the specifications and information contained in this request for proposal, unless specifically excepted in writing by the offeror and such exceptions being included with the offer, will form the basis of the contract between the successful offeror and the county. The offeror should take care to answer all questions and provide all requested information.

3. **Submission of Offers:** Offerors must submit their proposal, along with any amendments issued by the county, in a sealed opaque envelope with the following information written on the outside of the envelope:
 - a. The offeror's company name,
 - b. The Request For Proposals (RFP) number, which is **#1201-P**.
 - c. The "reference" which identifies the proposal, which is **Banking and Merchant Services**.

Mail or deliver one (1) unbound original proposal (paperclip or binder clip acceptable, no staples), signed in ink by a company official authorized to make a legal and binding offer, and three (3) copies, to:

Fayette County Government
Purchasing Department
140 Stonewall Avenue West, Suite 101
Fayetteville, GA 30214

Attention: Contracts Administrator

4. **Timely Receipt:** Offers not received by the time and date of the scheduled proposal opening will not be considered, unless the delay is a result of action or inaction of the county.
5. **Open Offer:** The offer, once submitted and opened, shall remain open for acceptance for a period of at least ninety days from the date of the opening unless this time-frame is specifically excepted to in your offer.
6. **Corrections or Withdrawals:** The offeror may correct a mistake, or withdraw a proposal before the proposal opening date by sending written notification to the Director of Purchasing. Proposals may be withdrawn after the opening only with written authorization from the Director of Purchasing.

The county reserves the right to waive any defect or irregularity in any proposal received.

In case of discrepancy between the unit price and the extended or total price, the unit price shall prevail.

7. **Trade Secrets – Confidentiality:** If any person or entity submits a bid or proposal that contains trade secrets, an affidavit shall be included with the bid or proposal. The affidavit shall declare the specific included information which constitutes trade secrets. Any trade secrets must be

either (1) placed in a separate envelope, clearly identified and marked as such, or (2) at a minimum, marked in the affidavit or an attached document explaining exactly where such information is, and otherwise marked, highlighted, or made plainly visible. See Georgia law at O.C.G.A. § 50-18-72 (A)(34).

8. **Site Conditions:** Offerors are urged to visit the site to familiarize themselves with site conditions. Upon submission of an offer, it is understood that the offeror is acknowledging his acceptance of all site conditions.
9. **References:** Provide at least three (3) references on the form included in the RFP. Include entity name, contact person, email address, telephone number and service provided. Governmental references are preferred.
10. **Ethics – Disclosure of Relationships:** Before a proposed contract in excess of \$10,000.00 is recommended for award to the Board of Commissioners or the County Administrator, or before the County renews, extends, or otherwise modifies a contract after it has been awarded, the contractor must disclose certain relationships with any County Commissioner or County Official, or their spouse, mother, father, grandparent, brother, sister, son or daughter related by blood, adoption, or marriage (including in-laws). A relationship that must be reported exists if any of these individuals is a director, officer, partner, or employee, or has a substantial financial interest in the business, as described in Fayette County Ordinance Chapter 2, Article IV, Division 3 (Code of Ethics).

If such relationship exists between your company and any individual mentioned above, relevant information must be presented in the form of a written letter to the Director of Purchasing. You must include the letter with any bid, proposal, or price quote you submit to the Purchasing Department.

In the event that a contractor fails to comply with this requirement, the County will take action as appropriate to the situation, which may include actions up to and including rejection of the bid or offer, cancellation of the contract in question, or debarment or suspension from award of a County contract for a period of up to three years.

11. **Evaluation of Offers:** The evaluation of offers and the determination as to acceptability of services offered shall be the responsibility of the county. Accordingly, to insure that sufficient information is available, the offeror may be required to submit literature, samples, or other information prior to award. The County reserves the right to obtain clarification or additional information from any firm regarding its proposal. The County reserves the right to select a responsive, responsible firm on the basis of best value that is deemed to be most advantageous to the owners. The County further reserves the right to reject any proposal, or all proposals, and to re-release the request for proposals.
12. **Non-Collusion:** By responding to this request for proposals, the offeror shall be deemed to have represented and warranted that the proposal is not made in connection with any other offeror submitting a separate response to this request for proposals, and is in all respects fair and without collusion or fraud.
13. **Ability To Perform:** The offeror may be required, upon request, to provide to the satisfaction of the county that he/she has the skill, experience and the necessary facilities, as well as sufficient financial and human resources, to perform the contract in a satisfactory manner and within the required time. If the available evidence is not satisfactory to the county, the county may reject the offer.
14. **Notice to Proceed:** The County shall not be liable for payment of any work done or any costs incurred by any offeror prior to the county issuing a written notice to proceed.

15. **Term of Contract:** The initial term of this agreement shall begin upon issuance of a Notice to Proceed, and continue through June 30, 2020. Thereafter, this agreement may be renewed by the county for subsequent three-year terms (each a "Renewal Term" and together with the Initial Term, the "Term"), which renewal will be by letter or other written correspondence from the county to the contractor one hundred and twenty (120) days prior to expiration of the Initial Term or the then-current Renewal Term. If the county fails to provide notice of renewal, this Agreement will terminate at the end of the Initial Term or the then-current Renewal Term. This agreement is subject to the multi-year contractual provisions of O.C.G.A. 36-60-13(a).
16. **Unavailability of Funds:** This contract will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the county under the contract.
17. **Severability:** The invalidity of one or more of the phrases, sentences, clauses or sections contained in the contract shall not affect the validity of the remaining portion of the contract. If any provision of the contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision to the extent that the provision is unenforceable. In such case, the contract shall be deemed amended to the extent necessary to make it enforceable while preserving its intent.
18. **Patent Indemnity:** The contractor guarantees to save the county, its agents, officers, or employees harmless from liability of any kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.
19. **Indemnification:** The contractor shall defend, indemnify and save the county and all its officers, agents and employees harmless from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful offeror, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. The contractor shall pay any judgment with cost which may be obtained against the county growing out of such injury or damages.
20. **Non-Assignment:** Assignment of any contract resulting from this request for proposal will not be authorized.
21. **Termination for Cause:** The county may terminate the contract for cause by sending written notice to the contractor of the contractor's default in the performance of any term of this agreement. Termination shall be without prejudice to any of the county's rights or remedies by law.
22. **Termination for Convenience:** The county may terminate the contract for its convenience at any time with 90 days' written notice to the contractor. In the event of termination for convenience, the county will pay the contractor for services performed. The county will compensate partially completed performance based upon a signed statement of completion submitted by the contractor, which shall itemize each element of performance completed.
23. **Force Majeure:** Neither party shall be deemed to be in breach of the contract to the extent that performance of its obligations is delayed, restricted, or prevented by reason of any act of God, natural disaster, act of government, or any other act or condition beyond the reasonable control of the party in question.
24. **Governing Law:** This agreement shall be governed in accordance with the laws of the State of Georgia. The parties agree to submit to the jurisdiction in Georgia, and further agree that any cause of action arising under this agreement shall be required to be brought in the appropriate venue in Fayette County, Georgia.

**Fayette County, Georgia
Checklist of Required Documents**

*(Be Sure to Return This Checklist with your proposal and
the Required Documents in the order listed below)*

PROPOSALS #1201-P: BANKING AND MERCHANT SERVICES

Company information – on the form provided _____

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1) _____

Completed Proposal _____

Price schedule _____

List of exceptions, if any – on the form provided _____

References – on the form provided _____

COMPANY NAME: _____

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Fayette County, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

1201-P: BANKING AND MERCHANT SERVICES

Name of Project

FAYETTE COUNTY, GEORGIA

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 2016 in (city) _____, (state) _____

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 2016.

NOTARY PUBLIC

My Commission Expires:

FAYETTE COUNTY
BOARD OF COMMISSIONERS



Banking and Merchant Services
Request for Proposals #1201-P

PROPOSALS DUE: NOVEMBER 15, 2016

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1.0 Project Introduction

1.1 Background and Purpose

The Fayette County Board of Commissioners ("County") is seeking proposals from financial institutions located within the geographic borders of Fayette County, Georgia, interested in providing banking and merchant services. Vendors are encouraged to submit the most comprehensive proposal possible offering the highest quality of service and enhancement to improve current management of cash flow. In addition, the County is interested in the various technological advances and innovations that could improve the County's banking, merchant card, cash management, and customer service capabilities.

The County's needs are outlined in the following Request for Proposal ("RFP"). As used in this RFP document, the term "proposal" shall refer to the total package of price, service and other information requested by the County and submitted by a financial institution. As explained in this document, the award of the County's banking and merchant services will be based on the proposal judged to be most favorable to the County's interests based upon both cost/revenue consideration and the ability to effectively meet the County's banking and merchant service needs.

The County intends to establish and enter into a three-year contract with subsequent three-year renewal periods. At such time as the contract should expire or be terminated, the bank will agree to maintain the terms for an additional ninety (90) days to provide a smooth transaction of banking and merchant services as the existing accounts are being closed. The accounts of the Board of Commissioners including the Water System are to be covered by this agreement as well as any other accounts under Federal Tax Id 58-6000826.

1.2 Time Schedule

The County will attempt to follow this timetable, which should result in the implementation of a banking services agreement by 07/01/2017 and merchant card services agreement as soon as practical.

Issue RFP	9/15/2016
Pre-proposal Conference	10/18/2016
Proposal Due Date	11/15/2016
Contract Award	03/23/2017

2.0 Scope of Work

The County is soliciting proposals for a primary banking relationship with a Financial Institution which operates an office within Fayette County. The County will be contracting for the following general services.

The banking services detailed in this section provide for these services to be performed for the County by a single financial institution on a contractual basis. However, the County reserves the right to negotiate with the proposers and to select multiple financial institutions based on the needs and best interest of the County. This document is intended to convey the County's specific requirements, but it is not intended to provide total detail.

2.1 Required Banking Services

2.1.1 Account Structure- Breakdown also shown as Attachment B

- a. Primary Money Market (Concentration Account)-The purpose of the concentration account is to pool the County's idle cash balances of its major operating funds for more effective cash management and investment. The bank will deposit interest earnings into this account and shall be considered collected as soon as funds are available to the bank. Daily deposits, ACH credits, incoming/outgoing transfers will be made to and from this account. The county will not draw checks or other disbursements directly from this account.
- b. Zero-Balance Disbursement Accounts- Two (2) zero-balance disbursement accounts will be required by the County to be utilized for Accounts Payable disbursement and Payroll disbursement. Additional zero-balance disbursement accounts shall be made available upon request. As checks are presented for payment, the zero-balance accounts will be debited. A debit total will accumulate during the regular business day. At the end of the business day, the total debit balances, which represent total disbursements from the zero-balance accounts, will be reimbursed via a transfer from the concentration account that is credited to the zero-balance disbursement accounts. There will be no other deposits to the zero-balance disbursement accounts.
- c. Other, Limited Transaction Accounts- Additional accounts are required by the County in order to satisfy legal requirements. Such accounts shall be made available upon request and will be closed by the County as they become no longer necessary.

2.1.2 Minimum Checking Account Services

- a. Provide month-end statements on all accounts by the tenth day of the following month and provide statements to County's auditors upon request.
- b. Provide an automated wire transfer system for transferring money to other institutions, along with appropriate security levels for wire transfer initiations and approvals.
- c. Provide a web-based computer system that allows the County to make inquiries for

cancelled checks, initiate stop payments, make transfers between accounts, obtain information on balances, obtain transaction information, etc.

d. Provide individual and consolidated monthly account analysis for all accounts by tenth (10th) day of following month containing the following minimum requirements:

- Average Book Balance - Ledger Balance
- Average Available Balance - Float
- Average Collected Balance - Ledger Balance less Float
- Average Deposit Balance - Average Collected Balance less -Reserves/Required Restrictions
- Interest Earned
- Interest Rate on Deposit Balances

2.1.3 Collateralization of funds- The financial institution must pledge collateral security as specified by State law. At no time shall the par value of securities pledged, less insurance coverage provided by the Federal Government, be less than that required under State law. The County will accept individually pledged securities or pooled securities. The financial institution must provide a monthly collateral report to the County.

2.1.4 Reconciliation Services- The awarded institution will provide full reconciliation services for all accounts specified in this RFP, to include teller positive pay and electronic/ACH positive pay services. Full reconciliation includes the following minimum requirements:

- a. Listing of matched items (check, serial number, date issued, amount paid, date paid)
- b. Paid items listing (check number, amount paid, date paid) provided in a County-software compatible electronic format
- c. Listing of non-matched items
- d. Checks and bank statement imaged and available on-line to County users.

2.1.5 Overdraft Protection- Although the County does not expect to incur overdraft situations, it recognizes that there are times these situations might occur and requires appropriate overdraft protection.

2.1.6 Fraud Protection Services- The banking institution shall provide a level of fraud protection services as agreed upon by the County and the banking institution.

2.1.7 Direct Deposit and/or Payroll- The County utilizes direct payroll deposit for its employees. The County pays its employees biweekly (26 pay periods) with the exception being elected and/or appointed officers who are paid monthly (12 pay periods). Currently, the County biweekly payroll data is available before noon on Wednesday for a Friday pay day. Payroll checks are issued from time to time for poll workers during election season.

Attachment E shows a detail listing of pay dates for both bi-weekly and monthly.

2.1.8 Employee Payroll Check Cashing- The awarded financial institution shall provide payroll check cashing services at no charge for County employees who do not maintain an account with the awarded financial institution.

2.1.9 Internet Banking- The County prefers to utilize internet banking for account transfers, balance reporting, stop payment processing, wire transfers, ACH debits and credits, draft processing, direct deposit data transfer, etc. If these services are not available, please provide an alternative solution and include the necessary training to designated County staff. Any costs associated with internet banking or alternative systems should be identified in "Attachment B ". Must provide online services accessed using the following browsers: Microsoft Internet Explorer 11 or newer, Mozilla Firefox, Google Chrome and Safari 1.3 or newer.

2.1.10 Workstation-Must have a secure, password-protected, PC/internet-based treasury workstation which includes the following capabilities:

- a. Daily "comprehensive" reporting of ledger, collected and available balances for all accounts including float and average month to date balance reporting services including image access and usage.
- b. "Previous day" balance/detail reporting for all accounts with history maintained online for at least 90 days.
- c. Concentrator/zero balance account daily transaction/interaction reporting.
- d. Intraday position reporting for all accounts.
- e. Return item reporting, against accounts, particularly for ACH payroll items including image access.
- f. Presentments of checks for controlled disbursement accounts not later than 10:00 a.m. each day.
- g. Book, account, ACH, and wire transfers initiation and authorization and supporting reports.
- h. County-originated stop payment of checks.
- i. Import and initiate transmission of Payroll and Accounts Payable ACH files created by the County's financial and human resources/payroll systems.
- j. Import and initiate transmission of "checks issued" files for Positive Pay and recon purposes, both for repetitive bulk check issuance files (twice weekly runs) and individual check issued files (for non-repetitive manual checks).
- k. Search bank's files for cleared checks including image of both sides of the check.
- l. Receive a "cleared checks" file generated by the institution's computer mainframe for each of the County's checking accounts.
- m. Fraud program to manage County's automated debits. Program prompting County of potential fraud item and the ability to, view item, direct the bank to pay and/or return item as "Refer to Maker".

n. Administration feature to add and manage users and account limits.

2.1.11 Customer Service-While costs associated with banking services are important to the County, customer service is a priority of the County and will be considered when evaluating the proposals.

2.1.12 Provide specifications for automated service hardware and software capability proposed (i.e.: wire transfers, ACH debit/credit, internet banking, web-based payments, etc.).

2.1.13 Provide a funds availability schedule for funds deposited to the County's accounts, including wire transfers, available methods of deposits, and deposit locations.

2.1.14 Describe the effective rate, method used and formula proposed to calculate the service charge credit for collected fund balances. Describe to what extent the service charge credit/debit from one period can be carried forward to the next period. If no service charge credit is computed, describe the method used in determining interest earnings on fund balances.

2.1.15 Describe the process and timelines associated with payroll direct deposits.

2.1.16 Ability to have multiple workstations or remote image deposit locations for different departments and accounts.

2.1.17 Provide the following reports and information about your institution:

- a. On-line Reporting Sample
- b. Reports Sample Analysis & Bank Statement
- c. Reports for Account of Similar Size and Account Structure
- d. Most Recent Audited Financial Statement
- e. SEC and/or Moody's Credit Rating or Comparable Rating

2.1.18 Describe the availability, date range available and/or data download/file transfer format of the following internet services. The County will consider the internet services availability in its selection of banking services but may select only the specific services deemed necessary.

- a. Ability to view daily reporting of ledger, collected and available balances
- b. Ability to view and print cancelled checks
- c. Ability to download account information into Excel format
- d. Ability to transfer/upload files for payroll direct deposit
- e. Ability to transfer/upload files of accounts payable checks issued
- f. Ability to receive account reconciliations and analysis data on-line
- g. Ability to retrieve and download current & prior period monthly statements online

- h. Ability to initiate and authorize stop payments and fund transfers.
- i. Ability to store and maintain paid checks and statements.
- j. Ability to transfer/upload files of water bills drafted to customer's account
- k. Ability to download files from the bank to the Water System utility billing program

2.2 Required Merchant Card Services

2.2.1 Does your institution provide the merchant equipment needed by the County or does the County need to lease, or purchase the equipment required? If the equipment is provided, do you have the capability to service or replace any broken hardware no later than the next business day after a problem is reported?

2.2.2 The current machines at the County are out of date; please provide cost and information on the type of equipment that the County should consider.

2.2.3 Must provide end-to-end Merchant Banking Services including equipment/software, credit and debit transaction authorization, routing and settlement for all major credit card brands and debit cards including

- a. MasterCard (credit and debit)
- b. Visa (credit and debit)
- c. Discover

2.2.4 Are credit and debit card authorizations completed in real-time?

2.2.5 Describe the process by which we would be able to enter customer data for credit transactions via phone.

2.2.6 Describe how credits, refunds, voids and cancels can be processed.

2.2.7 Provide all authorization fees charged by bank.

2.2.8 Provide card association fee schedules for each type of credit/ debit card

2.2.9 Describe the various methods by which convenience fees are assessed and collected.

2.2.10 Can there be variations in the convenience fee assessment depending upon the County department?

2.2.11 Provide a detailed statement of the settlement process including cut off times, how failed transmission would be handled, and when batches will be posted to the designated County depository accounts.

2.2.12 Must have electronic reporting capabilities detailed below that will produce at minimum daily/monthly summary reporting by Terminal ID and/ or Merchant ID locations.

- a. Total sales and transaction count by card type
- b. Average transaction size by card type
- c. Total disputed by card type
- d. Electronic charge back notification

2.2.13 Must provide training to County and County personnel as required related to payment credit/debit card processing requirement, chargebacks, accessing reports and transaction data, equipment and/or other processes and procedures which may be required. In addition, provide any cost associated with requested training

2.3 General Services

2.3.1 Describe the conversion process, training and associated implementation costs, if any, should you be awarded the contract.

2.3.2 Describe your institution's fraud protection services.

2.3.3 Discuss any special conditions, other fees, other services, or deviations from the proposal specifications.

2.3.5 Must be able to add additional departments choosing to accept credit/debit cards as needed throughout term of contract.

2.3.6 Must be able to provide a twenty-four (24) hour seven (7) days a week help desk for customer assistance to County and County staff.

2.4 Optional Services

2.4.1 In addition to the requirements listed above, the proposal shall identify other services beyond the stated services that would provide improved efficiency or beneficial enhancements to the County. Please include a description of these services within your proposal and itemize these services and their related costs on "Attachment B".

2.5 Additional Information

2.5.1 Provide any information available about other services or benefits that would be provided to county employees.

3.0 Offeror Qualifications

Submission of a proposal is deemed to be acknowledgement that your firm agrees to all terms and conditions as listed in the RFP. If any firm should disagree with the terms and conditions set forth in this Request for Proposals, Fayette County reserves the right to consider their proposal non-responsive.

3.1 Minimum Requirements

3.1.1 Must maintain a full-service home office or branch within a five (5) mile radius of the Fayette County's Administrative Complex at 140 Stonewall Avenue, West, Fayetteville, Georgia, 30214, and have a branch network convenient throughout the County to meet the various operations. Must maintain a full-service branch in Paducah, Kentucky for Emergency Medical Service account deposits made by outside vendor.

3.1.2 Must be able to collateralize County deposits according to applicable Georgia law.

3.1.3 Must be a federally chartered bank qualified to do business and accept public deposits in the State of Georgia.

3.1.4 Must be a member of (or have access to) the Federal Reserve System and have access to all Federal Reserve System services.

3.1.5 Must not operate through an intermediary bank for any of its services.

3.1.6 Must be in compliance with all applicable laws, rules, regulations, and ordinances of Fayette County, the State of Georgia, and the United States of America.

3.1.7 Must submit financial statements for the past two fiscal years (must include an unqualified opinion from a certified public accountant and appropriate notes to the financial statements).

3.1.8 Must submit one copy of the last four quarterly call reports (Consolidated Report of Condition and Income required to be filed by the Federal Financial Institution Examination Council).

4.0 Proposal Response Requirements

Proposals are to include the following, in the order shown:

- a) **Cover Page:** Include the Request for Proposals Number (#1201-P) and Title (*Banking and Merchant Services*).
- b) **Table of Contents**
- c) **Required Documentation:** Include here:
 1. Your two (2) most recent financial statements.
 2. Your four (4) most recent quarterly call reports.
 3. Signed and notarized *Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)*
 4. References
- d) **Project Understanding and Approach:** Describe your firm's understanding of the objectives. Describe your proposed services, including your approach to providing proposed banking, merchant card, customer service, and other services. Explain your automated capability for services such as wire transfers, ACH debit/credit, internet banking, and other relevant services.

Include a brief overview and history of your firm. Indicate the contractual entity which will be responsible for the performance of all aspects of this contract. Provide name of firm, local address, local contact person, email address, and telephone number.

Indicate the name, title and phone number of the senior staff person who will be the County's primary contact for general banking services, merchant card services and the primary technology contact. It is the County's desire to have one contact person who will deal with other representatives at the institution to resolve any questions or concerns.

Provide a summary and/or organization chart showing principal staff members who would be servicing the County's account.

- e) **General Banking Services:** Describe the banking services you propose, as indicated in the RFP. Discuss conversion, County staff training, and the implementation process if you are awarded the contract. Explain any special conditions, fees, or other services, or deviations from the proposed specifications and scope of services in this RFP.

Discuss your institution's fraud protection services.

Describe any other optional services or benefits that you would propose to include in the agreement for banking and merchant services.

- f) **Interest Rates, Service Charge Credits, and Proposals for Adjustments:** Discuss your proposed method for determining interest rates to be paid or service charge credits given, on funds in the Primary Money Market (concentration) account. Propose a method for determining and agreeing upon any adjustments to interest rates, service charge credits, or fees during the initial term or any subsequent term of the contract.

In your response, include your proposal for effecting any price changes for contracted services over the life of the contract, including the initial term and renewal terms.

5.0 Pricing

5.0.1 Please utilize the Banking Services Annual Usage (Attachment A) for all services specified on a fee basis. Include a detailed schedule of costs by specified task as identified in "Attachment B". Volumes indicated on the attachment are estimates and actual quantities may vary. "Incidental" banking services not detailed on the Banking Services Statistics that will be provided to the County at no additional cost should be noted. Such services might include deposit slips, stop payment forms, coin wrappers, night depository bags, etc.

5.0.2 Provide a cost breakdown as listed on "Attachment B".

5.0.3. Costs and services not included on the price sheet, but which the financial institution proposes to charge, must be individually itemized and thoroughly explained. Price sheets should be executed by an official of the firm in a position to commit the institution to provide the services in accordance with these terms and conditions.

6.0 Evaluation Criteria

All received proposals will be reviewed to ensure required information has been provided. Each completed proposal will then be evaluated based on the following criteria:

- 6.0.1 **Technical Merit** – An Evaluation Committee will review and evaluate proposals. The points earned for technical merit will comprise 60% of your evaluation score. Criteria for technical merit evaluation are as follows, in priority order:

General Banking Services
Financial Strength, and long term viability
Project Understanding and Approach
Management of Interest Rates, Service Charge Credits, & Fee Adjustments

6.0.2 **Price** – The remaining 40% of your score will be determined by your proposed pricing for fees and other charges, as compared to other responding companies' prices.

The County may, at its discretion, choose one or more of the best-scoring companies to make in-person presentations. If more than one company makes a presentation, the Evaluation Committee will evaluate and score the presentations, and adjust evaluation score totals accordingly.

7.0 Supplemental Terms and Conditions

The vendor, by submission of the proposal, agrees to the following:

- a. The financial institution must pledge collateral security as specified by State law. At no time shall the par value of securities pledged less insurance coverage provided by the Federal Government be less than that required under State law. The financial institution provides monthly collateral reports.
- b. The financial institution must currently have and maintain throughout the contract period a full-services banking location within the County. ***EMS account requires a branch in Paducah, KY.
- c. The County reserves the right to negotiate with the proposers and to select multiple financial institutions based on the needs and best interest of the County.
- d. In the event that the financial institution to which the contract is awarded does not execute a contract within thirty (30) days after such award, the County may give notice to such bank intent to award the contract to the next most qualified proposer, or to call for new proposals. The awarded institution will be required to provide a contract covering the contents of the Request for Proposal.
- e. By submitting a proposal, the financial institution certifies that it has read and understands this Request for Proposal and has full knowledge and willingness to comply with the scope, nature, quantity and quality of the work to be performed the detailed requirements of the services to be provided and the conditions under which the services are to be performed.

- f. The contracted firm will correct any and all errors and omissions that they make, at their own expense.
- g. The selected firm shall be required, before awarding of contract, to demonstrate to the complete satisfaction of the County that they have the necessary resources to execute the work in a satisfactory manner and within the time specified; that they have had experience of a same or similar nature; that they have a past history and references which will assure the owner of the firms qualifications for executing the work.
- h. All firms and their agents who intend to, or have submitted responses to this solicitation are hereby placed on formal notice that lobbying of Fayette County Government employees or members of the Evaluation Panel with the intent to manipulate the Procurement process may result in the immediate disqualification of such firm by the County from further consideration for this project.

Attachment A Banking Services Annual Usage

General Account Services	Number of Units	EDI Payment Services	Number of Units
DDA Stmt W/image classic-mthly base:	1	Rec Mgr OR E-Box Transmission	9
Desktop Deposit Credit Posted	200	Receivables Manager Outgoing Trans:	12
Non Acct Holder Chk Cashing - Full	1	CEO EDI Pmt Detail Subsc Mo Base:	1
Zero Balance Master Account Maint:	1	E-box Payment:	9,678
Account Maintenance-Chexstor:	9	Information Services	
Zero Balance Monthly Base:	2	Wire Out Repair Subcharge:	1
Debits Posted:	208	CEO Wire Account Add	0
DDA Statement - Paper:	4	Wire Detail Rpt Subscription - Account:	5
Client Analysis Statement Paper:	1	Wire In Domestic:	1
Lockbox Services		Wire-Outgoing Domestic - CEO:	26
E-box Monthly Maint (W/Cross Ref)	1	Wire - Book Transfer - CEO:	6
E-box Reporting Package Mthly Base:	1	Information Services	
E-box Payment Return:	2	Desktop Deposit Report Per Item	1,109
Depository Services		Desktop Deposit Monthly Base	1
CEO Retn Item Subscription Per Acct:	5	CEO Prev Day Subscription Mthly Base:	5
CEO Retn Item Subscription Per Item:	46	CEO Previous Day Item Loaded:	1,365
BranchStore/Night Drop Deposit:	64	CEO Intraday Subscription Mthly Base:	5
Deposited checks - on us:	1,701	CEO Intraday Item Viewed	981
Deposited checks:	7,662	CEO Event Messaging Service - Email:	216
Desktop Deposit-Wfargo Deposit Item	1,950.33	CEO Wire Inquiry Detail - Per Item	0
Desktop Deposit-Non Wfargo Dep Item	8,884.67	Electronic Window Extended Store 120:	2,943
Cash Deposit IN Branch/Store	12,753	Paper Disbursement Services	
Cash Ordered IN Branch/Store	5	Positive Pay Exception - CEO Image:	1
Cash Dep/\$1 Ver at Teller Window:	31,895	MICR Check Rejects >1% Through 2%:	5
Currency Ordered/\$1 - Branch/Store:	58	MICR Check Rejects > Over 2%	7
Return Item - Chargeback:	12	Stop Payment - Online:	1
CEO Return Item Retrieval-Image:	13	Positive Pay Exception Checks Retnd:	1
CEO Return Item Service Mthly Base:	5	Positive Pay only Monthly Base	2
Return Item Redeposited:	10	Positive Pay Only - Item	7
Paper Disbursement Services		ARP Item Paid No Issue Info - Item	5
Positive Pay Exception - CEO Image:	1	CEO Image View <90 Days - Item	1
MICR Check Rejects >1% Through 2%:	5	Online Image View < 90 Days - Item:	9
MICR Check Rejects > Over 2%	7	Online Image View > 90 Days - Item:	2
Stop Payment - Online:	1	Desktop Deposit Images Retrieved	1
Positive Pay Exception Checks Retnd:	1	Positive Pay Monthly Base:	2
Positive Pay only Monthly Base	2	POS Pay Checks With No Issue Record	1
Positive Pay Only - Item	7	DDA Checks Paid:	962
ARP Item Paid No Issue Info - Item	5	Stop Payment - Paper Confirmation	1
CEO Image View <90 Days - Item	1	CEO Search:	74
Online Image View < 90 Days - Item:	9	WF Chk Cashed For Nonacct Holder	1
Online Image View > 90 Days - Item:	2	General ACH Services	
Desktop Deposit Images Retrieved	1	CEO ACH Hyp Itm Det Inq - Per Item:	2
Positive Pay Monthly Base:	2	ACH CEO Subscription - Account:	8

Attachment A
Banking Services Annual Usage

POS Pay Checks With No Issue Record	1	ACH CEO Subscription - Item:	254
DDA Checks Paid:	962	Electronic Credits Posted:	267
Stop Payment - Paper Confirmation	1	ACH CEO Return Subscription - Account:	3
CEO Search:	74	ACH CEO Return Subscription - Item:	69
WF Chk Cashed For Nonacct Holder	1	ACH Monthly Base:	2
Paper Disbursement Recon Services		ACH One Day Item:	700
CEO Register Input - Item:	26	ACH Two Day Item:	4,508
ARP Monthly Base - Full:	2	ACH Same Day:	7
ARP Full Recon - Item:	764	ACH Originated - Addenda Rec:	4
ARP Output - Transmission:	1	ACH Received Item:	390
ARP Optional Reports:	4	ACH Ret Item-Info Reporting Advice:	6
ARP Aged Issue Records on File - Item:	130	ACH Return Item - Electronic	2
Outgoing Transmission - Per Item:	733	ACH Return Admin-Electronic:	3
Positive Pay Exceptions - Items:	1	ACH Payments Online Batch Release:	4
CEO ARP Stmt & Rpts Monthly Base:	2	ACH Transmission Charge:	16
CEO ACH Hyp Item Det Inq - Per Item:	2	Ach Payments One Day Item:	4
ACH CEO Subscription - Account:	8	ACH Payments Two Day Item:	4
ACH CEO Subscription - Item:	254	ACH Payments Base Fee:	1
Electronic Credits Posted:	267	ACH CEO Fraud Filter Review MO Base:	4
ACH CEO Return Subscription - Account:	3	ACH CEO Fraud Filter Stop - Mnthlybase	2
ACH CEO Return Subscription - Item:	69	ACH CEO Fraud Filter Review - Item:	31
ACH Monthly Base:	2	ACH Wells Fargo NOC-Info Rept Advic:	9
ACH One Day Item:	700	ACHNoc - Info Reporting Advice:	21
ACH Two Day Item:	4,508	EDI Payment Services	
ACH Same Day:	7	Rec Mgr OR E-Box Transmission	9
ACH Originated - Addenda Rec:	4	Receivables Manager Outgoing Trans:	12
ACH Received Item:	390	CEO EDI Pmt Detail Subsc Mo Base:	1
ACH Ret Item-Info Reporting Advice:	6	E-box Payment:	9,678
ACH Return Item - Electronic	2	Wire & Other Funds Transfer Service	
ACH Return Admin-Electronic:	3	Wire Out Repair Subcharge:	1
ACH Payments Online Batch Release:	4	CEO Wire Account Add	0
ACH Transmission Charge:	16	Wire Detail Rpt Subscription - Account:	5
Ach Payments One Day Item:	4	Wire In Domestic:	1
ACH Payments Two Day Item:	4	Wire-Outgoing Domestic - CEO:	26
ACH Payments Base Fee:	1	Wire - Book Transfer - CEO:	6
ACH CEO Fraud Filter Review MO Base:	4		
ACH CEO Fraud Filter Stop - Mnthlybase	2		
ACH CEO Fraud Filter Review - Item:	31		
ACH Wells Fargo NOC-Info Rept Advic:	9		
ACHNoc - Info Reporting Advice:	21	Average Ledger Balance/FDIC Insurance	
ACH Delete - Item			\$15,287,147

Attachment B Price Sheet

Services	Unit Price	Per transaction (T), monthly(M), annual (A), item (I)	Annual Estimate
Account Maintenance			
Daily Balance Reporting			
Monthly Balance Reporting			
Credit/Teller Deposits			
Remote Deposits			
Check Scanning for deposited items			
ACH Credits			
ACH Debits			
Checks			
Internal Debits			
Deposited Items			
Return Deposit Items			
Coin & Currencies			
Reconciliations			
Stop Payments			
CheckVerification/Fraud			
Wire Transfers			
Incoming			
Outgoing			
Credit/Debit Transactions			
Preprinted Deposit Slips			
Disposable Bank Bags			
Lock box/ Ebox			
Additional Items :			
Total Annual Estimated Price:			

Attachment C Account Structure

MASTER ACCOUNT STRUCTURE

CONCENTRATION ACCOUNT



Zero Balance Accounts (2)

ACCOUNTS PAYABLE
(Controlled Disbursement)

PAYROLL

Stand Alone Accounts (7)

Advantage Cash
Money Market

EMS Account

Revenue Fund
Water

2012 Construction
Water

Juvenile Court
Regular

Juvenile Court
Restitution

Juvenile Court
Supplemental

Attachment D

Fayette County Water System Request

Fayette County Water System's operations require unique banking services to run smoothly and provide services to its utility customers. Listed below are many features they require and/or requested.

Online Services accessed through the following browsers: Microsoft Internet Explorer 11 **or newer**, Mozilla Firefox, Google Chrome and Safari 1.3 **or newer**.

Provide a "**secure**" online access point- User Account Management system with an individual user sign on (dashboard or portal) – ability to access decision critical Water System payment information from our computer desktops; this enables us to quickly and better assist customers.

If any changes in technical requirements are made or any type of maintenance effecting services are scheduled in advance, specific Fayette County users need to be notified ahead of time via their primary email addresses and/or secure messaging inside of the online environment when the user logs on.

Ability to download information in a spreadsheet and encrypted PDF formats. (return check images, e-box payments for balancing purposes, etc.)

Ability to suppress user access options – this includes users that have access to reporting options or other files. Water System should have a clear up front understanding of any fees associated with online reports.

Lockbox files with a specific file layout for importing and exporting purposes

Offer single point of contact to coordinate and deliver commercial level banking services-(11).

Accept customer initiated web payments - electronic check authorization that converts paper checks to electronic transactions (E-box)

Automated daily lockbox posting files and the ability to login and download **daily** lockbox posting files (E-Box).

Ability to upload daily ACH files (average of 11-13 ACH files per month).

Flexibility to initiate, verify, & reverse electronic transactions (includes ACH); this enables Water System to quickly assist customers if they are making bank changes while moving in or out of their residence.

Ability to research previous payment information (electronic or paper), and generate customized daily reports.

Ability to create and securely transmit multiple daily deposits via an Electronic Deposit file (includes electronic images file and ACH files). Receive same-day credit for deposits made by 5:00pm

Provide electronic image archive and the ability to access electronic check images and manual paper images archive for up to five- seven years.

Ability to generate daily electronic chargeback reporting (both electronic, paper and ACH returns)

Ability to generate and download daily copies of electronic check chargeback images; provide a reporting on redeposited items.

Ability to receive wire transactions; notification by email as soon as wire information becomes available.

Generate daily reports to verify daily deposited items are correct. This enables Water System to quickly handle any daily deposit discrepancies.

Deposit reconciliation reporting (Detail and/or Summary)

Notify Water System next business day if any adjustments are processed (both debit and credit adjustments); list details regarding why the adjustment was processed. This enables us to quickly and better assist customers with any posting discrepancies. (**note:** a daily report we can generate that includes the adjustment details would be great!)

**Attachment E
2017 Payroll Dates**

Bi-weekly	Monthly
January 13, 2017	January 27, 2017
January 27, 2017	February 24, 2017
February 10, 2017	March 24, 2017
February 24, 2017	April 28, 2017
March 10, 2017	May 26, 2017
March 24, 2017	June 23, 2017
April 7, 2017	July 28, 2017
April 21, 2017	August 25, 2017
May 5, 2017	September 22, 2017
May 19, 2017	October 27, 2017
June 2, 2017	November 22, 2017
June 16, 2017	December 22, 2017
June 30, 2017	
July 14, 2017	
July 28, 2017	
August 11, 2017	
August 25, 2017	
September 8, 2017	
September 22, 2017	
October 6, 2017	
October 20, 2017	
November 3, 2017	
November 17, 2017	
December 1, 2017	
December 15, 2017	
December 29, 2017	

EXCEPTIONS

If there are *ANY* exceptions or clarification(s) taken to the specifications of this proposal, use this sheet and list the items you are taking an exception on. *ANY* exception(s) shall be explained in full.

COMPANY NAME _____

REFERENCES
RFP #1201-P: BANKING AND MERCHANT SERVICES

Please list three (3) references of current or very recent customers who can verify the quality of service your company provides. Government references are preferred.

REFERENCE ONE

Government/Company Name _____

City & State _____

Contact Person and Title _____

Phone _____ Email _____

Approx. Date & Scope of Work _____

REFERENCE TWO

Government/Company Name _____

City & State _____

Contact Person and Title _____

Phone _____ Email _____

Approx. Date & Scope of Work _____

REFERENCE THREE

Government/Company Name _____

City & State _____

Contact Person and Title _____

Phone _____ Email _____

Approx. Date & Scope of Work _____

COMPANY NAME _____

COMPANY INFORMATION
RFP #1201-P: BANKING AND MERCHANT SERVICES

Company _____

Physical Address Of Business _____

Mailing Address (**If Different**) _____

Authorized Representative _____

(Print or Type)

Authorized Representative _____

(Signature)

Title _____

Email Address: _____

Telephone Number: _____ Fax Number: _____

Cellular Number: _____