



Collier County Sheriff's Office

Procurement Bureau

Website: www.colliersheriff.org

RFP #22.001

COMPREHENSIVE BANKING SERVICES

Release Date: April 7, 2022

CONTACT: Buyer, Mika Taylor

Chat Feature within Bonfire is the only acceptable means of communication. See:

<https://colliersheriff.bonfirehub.com/portal/?tab=openOpportunities>

PROPOSAL DUE DATE, TIME AND DELIVERY LOCATION:

- May 26, 2022 by 4:00:00 PM EST
<https://colliersheriff.bonfirehub.com/portal/?tab=openOpportunities>

| Event | Time | Date |
|--------------------------------|----------------|-----------------|
| RFP Released | N/A | April 7, 2022 |
| Bidder's Questions Deadline | 4:00.00 PM EST | May 5, 2022 |
| Questions Answered via Bonfire | N/A | May 13, 2022 |
| Proposal Due | 4:00.00 PM EST | May 26, 2022 |
| Bid Opening | 4:01.00 PM EST | May 26, 2022 |
| Evaluations Begin | N/A | June 2, 2022 |
| Selection of Finalists | N/A | June 16, 2022 |
| Presentations from Finalists | N/A | July 7, 2022 |
| Contract Award Announcement | N/A | July 11, 2022 |
| Contract Negotiations | N/A | July 15, 2022 |
| Contract Start | N/A | October 1, 2022 |

Table of Contents

| | |
|--|-----------|
| <u>INTRODUCTION</u> | <u>2</u> |
| INTENT | 2 |
| RFP SCHEDULE OF EVENTS..... | 2 |
| CONTRACT INFORMATION | 2 |
| RFP QUESTIONS..... | 2 |
| PROPOSAL SUBMISSION | 3 |
| BID OPENING | 3 |
| PROPOSAL SUBMISSION FORMAT | 3 |
| | |
| <u>EVALUATION.....</u> | <u>6</u> |
| | |
| <u>PROPOSER QUALIFICATIONS / DISQUALIFICATIONS</u> | <u>8</u> |
| QUALIFICATIONS | 8 |
| DISQUALIFICATIONS | 9 |
| | |
| <u>CONTRACT AWARD</u> | <u>11</u> |
| | |
| <u>PROTEST.....</u> | <u>12</u> |
| | |
| <u>TERMS AND CONDITIONS</u> | <u>12</u> |
| DEFINITIONS..... | 12 |
| LIABILITIES | 13 |
| INSURANCE | 17 |
| | |
| <u>ADJUSTMENTS / MODIFICATIONS / AMENDMENT</u> | <u>17</u> |
| | |
| <u>SPECIFICATIONS / SCOPE OF WORK.....</u> | <u>18</u> |
| | |
| <u>CONTRACT TERMINATION.....</u> | <u>22</u> |
| | |
| <u>CONTRACT TERM</u> | <u>25</u> |
| | |
| <u>NOTICES.....</u> | <u>25</u> |
| | |
| <u>PROHIBITION OF GIFTS TO CCSO EMPLOYEE</u> | <u>25</u> |
| | |
| <u>OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES</u> | <u>26</u> |

INTRODUCTION

A. Intent

The Collier County Sheriff's Office is accepting proposals from qualified banking institutions with a Bauer Financial Star Rating of 3 or higher, for the provision of Comprehensive Banking Services as well as the **Optional Programs** encompassing the provision of an Investment Account and the establishment and provision of a Purchasing Card Program for the Sheriff's Office.

B. RFP Schedule of Events

The table on the cover page lists the activities relevant to this solicitation process. CCSO reserves the right to change the dates and it is the responsibility of the Proposers to check the websites below periodically to review the RFP schedule for changes. If changes do occur, an addenda/addendum shall be posted to the website.

Note: Schedule changes and/or amendments for this solicitation will be issued an addenda/addendum and shall be posted to our website at: www.colliersheriff.org, the "How do I" tab or at the link: <http://www.colliersheriff.org/how-do-i-/purchasing-doing-business-with-ccso> as well as this link: <https://colliersheriff.bonfirehub.com/portal/?tab=openOpportunities>

C. Contact Information

Please use the chat feature within the Bonfire software located at:
<https://colliersheriff.bonfirehub.com/portal/?tab=openOpportunities>

All correspondence shall be directed to the CCSO Procurement Bureau:

Mika Taylor, Buyer

Please use the chat feature within the Bonfire website:
<https://colliersheriff.bonfirehub.com/portal/?tab=openOpportunities>

NOTE: Proposers shall **not** communicate with any members of the CCSO during the solicitation process unless authorized by the Procurement Bureau. Proposers who **fail** to communicate through the Procurement Bureau and solicit or lobby information during this RFP process either directly or indirectly to CCSO members or other sources may result in proposal rejection and disqualification.

D. RFP Questions

All questions for this solicitation must be submitted to <https://colliersheriff.bonfirehub.com/portal/?tab=openOpportunities>. Telephoned, faxed, or emailed questions shall **not** be accepted or considered. Proposers shall make reference to the question they are asking by providing the section number and title name, paragraph number (if applicable), and page number.

E. Proposal Submission

1. Proposals shall be submitted to <https://colliersheriff.bonfirehub.com/portal/?tab=openOpportunities>
2. Proposals received after the deadline shall **not** be considered. Proposers shall be solely responsible for the timely delivery of their proposal.

F. Bid Opening

The electronic Bid Opening shall be at the Collier County Sheriff's Office, Procurement Bureau, located at 2885 County Barn Road, Naples, FL 34112 to reveal the Proposers whom submitted proposals by the advertised deadline. The proposals will be evaluated by an independent review and scoring. In the abundance of caution, if attending the Bid Opening, please be sure to bring a mask.

G. Proposal Submission Format

1. Any Proposer failing to respond in the following manner may be declared non-responsive: Proposer shall register as a Vendor at the following link:
<https://colliersheriff.bonfirehub.com/portal/?tab=login>
2. Proposers must submit proposals electronically via <https://colliersheriff.bonfirehub.com/portal/?tab=openOpportunities> in the following format. It is mandatory that all proposals be presented in the following format. Failure to do so may result in the proposal being declared non-responsive.

Transmittal Letter

1. Proposer must draft a letter to the CCSO Procurement Bureau to include the following:
 - a. Date of letter
 - b. Return address of letter shall include the organization name and address of Proposer.
 - c. Below return address, CCSO's address:
Collier County Sheriff's Office
Procurement Bureau
2885 County Barn Road
Naples, FL 34112
 - d. In the body of the letter shall be a statement that the proposal is indeed in response to this solicitation for "RFP #22.001 Comprehensive Banking Services." All proposals submitted shall state this is an irrevocable offer by the Proposer for 120 business days from the date of submission.
 - e. A closing statement from the person who has the authority level and is authorized to commit the organization to the entire proposal and all associated costs. It must include the person's typed name and title with the original "ink" signature at the letter bottom. Proposals not signed by an authorized officer of the Proposer's organization will be eliminated.
 - f. Point of contacts names, titles, telephone numbers, and email addresses
 1. Cost Proposal

2. Contractual
3. Specifications

Qualifications and Project Experience

Proposer shall submit professional qualification resumes for the individual(s) that will be assigned to the account to include owner(s) and manager(s). Documents shall depict the organization's relevant project experience and background information, logistical capabilities, as well as other pertinent supporting data which addresses each point outlined under Proposer Qualifications, Section 3 of this request.

This portion shall include the information outlined above and include, but not be limited to, the following:

1. Achievements in providing Banking Services.
2. Listing of current contracts for Banking Services with other businesses.
3. Listing of businesses terminated within the last three (3) years. Listing shall include contact name, address, telephone number, and reason for termination. The business will be contacted by CCSO as a reference during the evaluation process.
4. Licensing and certification of staff to be assigned to complete services outlined in this request.
5. Recruitment policies and procedures.
6. Training process and procedures for technical support and customer service employees.
7. Quality and inventory control policies and procedures.
8. Quality assurance program policies and procedures including methods, standards, monthly reporting practices, and documentation.

Executive Summary

Proposer shall provide a summarization reflecting their understanding of the performance specifications for the project and shall address the organization's intended solution to address the requirements outlined in this request.

Specifications (Scope of Work)

A Specifications form for RFP #22.001 Comprehensive Banking Services has been included as a required attachment to be completed. Proposer shall review all specifications and mark if they comply (YES – agree) or non-comply (NO – do not agree and must provide an exception).

Exceptions to Specifications

1. Proposer shall comply or non-comply with the specifications. By complying Proposer's selecting "comply" Proposer agrees to the specification and there will be **NO** exceptions. If Proposer selects "non-comply" **YES** there will be exceptions.
2. Proposers taking exception to any part or section of this solicitation shall indicate such exceptions on a separate sheet entitled "EXCEPTIONS TO SPECIFICATIONS". A full explanation to

an alternative must be provided outlining the benefit over the listed specification(s). Failure to indicate any exceptions shall be interpreted as the Proposer's intention that they fully comply with the specifications as written.

3. CCSO reserves the right whether to accept the exception.

Performance Capability

Proposing organization shall include, but not be limited to:

1. Organizational Structure
2. A brief company history with the number of years in business, which includes the date the company was organized specifically for the purpose of providing Comprehensive Banking Services
3. Documentation to prove past performance.

Cost Proposal

1. Proposing organization shall include a complete listing of all the services proposed and clearly illustrate the cost, in U.S. currency, of options or alternatives to the requirements that the Proposer proposes, and outline any departure from this request. All proposals submitted must be valid for a minimum of a hundred and twenty (120) days from the date of submittal.

2. The Cost Proposal must be submitted solely on the website under the specific file allocated. It must not be included within any other section of the documents requested on the website.

Certificate of Insurance Questionnaire

1. Include certificate of insurance coverage's or fill in questionnaire affirming that all coverage's and policies are in force or will be in force prior to contract commencement date. Certificate of Insurance shall have CCSO named as the "Additional Insured."

2. Certificate must be presented to CCSO within three (3) days prior to contract commencement date.

Drug Free Workplace Policy or Certificate

Organization submitting a proposal shall be a drug-free workplace. The policy or certificate shall be included in proposal submission.

Unauthorized Alien

Notarized statement that the Proposer does not employ unauthorized aliens in accordance with Section 274A (e) of the Immigration Nationality Act (8 U.S.C. 1324a), as required in Section 3.0.1.G.

Equal Rights Act Statement

Certifying that the Proposer is in accordance with the provisions of Title VII of the 1968 Equal Rights Act as amended by the Equal Employment Opportunity Act of 1972 and Executive Order 11914, the Proposer does not discriminate on the basis of race, color, sex, religion, national origin or disability in its employment practices.

References

Must provide three (3) completed Reference Questionnaires from governmental entities confirming Proposer's proven ability providing similar services as requested in this solicitation.

Public Entity Crime Form

Sworn statement Pursuant to Section 287.133(3)(a)F.S. on Entity Crimes.

Addendum (if applicable)

1. Any changes to the schedule of events or the solicitation shall be posted to the CCSO website and at <https://colliersheriff.bonfirehub.com/portal/?tab=openOpportunities> in an Addenda/Addendum. It shall be the Proposer's responsibility to check the CCSO website periodically and prior to proposal submission.

2. Any addenda/addendum posted to the website must be printed, acknowledged and included in the Proposer's proposal placed at the following link: <https://colliersheriff.bonfirehub.com/portal/?tab=openOpportunities> along with the Vendor's proposal.

EVALUATION

A. Proposals shall be tabulated, evaluated, and scored for completeness of the Proposer's capabilities to meet and/or exceed the requirements in the solicitation.

B. All proposal(s) shall be scored and presentation finalists will be selected based off the following:

1. The most professionally and technically responsive proposal.
2. Most Responsible Proposer with acceptable qualifications and experience.

C. Following the finalist presentations, the finalist's proposal(s) shall be rescored and an award will be made to the Proposer with the following:

1. The most professionally and technically responsive proposal.
2. Most Responsible Proposer with acceptable qualifications and experience.
3. Best interest of the CCSO. The Sheriff reserves the right to procure the product and/or services described herein.

D. CCSO reserves the right to negotiate further terms and conditions, including price, with the highest scored Proposer at the end of the evaluation process. If CCSO is unable to reach a mutually beneficial agreement with the first selected Proposer, CCSO reserves the right to enter into negotiations with the next highest scored Proposer and continue the process until an agreement is reached.

Note: Proposers are cautioned to provide their best offer initially. Prior to negotiations with the highest scored Proposer, Proposers providing additional information requested by CCSO shall not

submit in their response any information that will alter or change the terms and conditions of their original proposal.

E. Tie Proposals

1. Contract award for proposals received that have the same exact costs, quality, and service will be awarded to a locally-based responsible Proposer whose proposal is responsive.
2. If there is a tie proposal amongst local Proposers, the Central Services Division Director or their designee will consult with the Administration Chiefs to determine which bid will be awarded based upon the best interests of the CCSO.

F. Local Proposer

1. Local Proposer is defined as business offices that are located in Southwest Florida Counties: 1. Collier, 2. Lee, 3. Hendry, 4. Charlotte, 5. Glades.
2. Proposer must provide a business tax receipt as a proof of approval from the county that a nominal fee has been paid to start a business.

G. Evaluation Process

1. Proposal will be publicly opened. The bid results will not be revealed at the bid opening, only the Proposer's organization that submitted a proposal will be revealed.
2. Proposals shall be initially reviewed to determine that they are responsive and are a responsible Proposer, and that they comply with the solicitation submission format and qualifications. Failure to meet the initial review requirements may cause the proposal to be rejected and eliminated for further evaluation.
3. During the evaluation process CCSO may request from the Proposer's representative to answer questions regarding their proposal for clarification.
4. CCSO reserves the right to award to multiple Proposers if deemed necessary to ensure it is in the best interest of CCSO.
5. At no time shall the scoring members meet or jointly discuss any of the proposals received in response to this request with the exception of any oral presentation requested of the Proposers by the Procurement Bureau or attendance at a Protest Hearing should a protest be lodged by one or more unsuccessful Proposers.
6. Evaluation members shall not disclose any information derived from one proposal to any other Proposer.
7. Proposal evaluations and subsequent contract award shall be based on the following criteria and scoring weight.

Evaluation Point Assessment

| DESCRIPTION | WEIGHT |
|-----------------------------------|--------|
| Qualification & Experience | 20.00% |
| Executive Summary | 5.00% |
| Scope of Work (SOW) | 30.00% |
| Performance Capability | 20.00% |
| Local Preference (detailed above) | 5.00% |
| Cost Proposal | 15.00% |
| References | 5.00% |

PROPOSER QUALIFICATIONS & DISQUALIFICATIONS

3A. Qualifications:

1. The Proposer shall submit a fully responsive and responsible proposal.
2. The Proposer shall have a proven ability for immediate contract start evidential by past performance and current resources.
3. The Proposer shall have demonstrated experience as a reputable, qualified firm that is fully organized and has the financial resources for the purpose of providing Comprehensive Banking Services
4. The Proposer shall submit detailed resumes with the professional qualifications of the individual(s) that will be assigned to the project.
5. The Proposer shall submit a detailed document depicting the organization's financial resources and relevant project experience, similar in nature to this request, depicting the logistical capabilities and other pertinent supporting data.
6. The Proposer must be organized for the purpose of providing Commercial Banking services and must have three (3) years previous experience with proven effectiveness in administering the specified services for governmental institutions and have a proven ability for immediate contract start-up.
7. The Proposer must submit audited financial statements for the latest year for which they are available.
8. The Proposer must maintain a drug-free workplace policy and said policy must include random drug screening of employees. The Proposer must certify at the time of submission of their proposal that such a program is in place and functioning. The Sheriff's Office

reserves the right to periodically request during the term of the awarded contract, proof that the program is being conscientiously applied.

9. The Proposer shall have exceptional recruiting capability including professional recruiting personnel and recruiting systems in place.

10. The Proposer shall maintain an open and collaborative relationship with CCSO.

11. In accordance with Section 287.133(3)(a), Florida Statutes, prospective Proposers shall complete the attached notarized statement pursuant to Section 287.133(3)(a), Florida Statutes regarding Public Entity Crimes concerning convictions of the Proposer for public entity crimes. The completed form shall be submitted with the proposal response.

12. Proposer shall not employ unauthorized aliens in accordance with the provisions of Section 274A (e) of the Immigration and Nationality Act (8 U.S.C. 1324a).

13. In accordance with the provisions of Title VII of the 1968 Civil Rights Act as amended by the Equal Employment Opportunity Act of 1972 and Executive Order 11914, the Proposer shall not discriminate on the basis of race, color, sex, religion, age, national origin or disability in its employment practices.

14. In addition, the Proposer must submit a document depicting the organization's relevant project experience, similar in nature to the RFP, logistical capabilities and other pertinent supporting data.

15. The Proposer must provide reference questionnaires with the organization names, addresses, telephone numbers and contact names of three (3) government agencies where similar procurement & services were successfully provided.

16. Performance Qualifications - The CCSO reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by the Proposer meet the Contract requirements. The Proposer shall at all times during the Contract term remain responsive and responsible. In determining the Proposer's responsibility as a vendor, the agency shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Proposer's capability to fully satisfy the requirements of the solicitation and the contract.

3B. Disqualifications:

1. More than one proposal for the same provision of services from an individual, firm or corporation under the same or different name.

2. Evidence that the Proposer has a financial interest in the firm of another Proposer for the provision of the same services.

3. Evidence of collusion among Proposers. Participants in such collusion shall receive no recognition as Proposers for the provision of any services until such participant has been reinstated as a qualified Proposer or a period of five years whichever is greater.
4. Default under a previous contract for the provision of services or products to CCSO.
5. Failure of the Proposer to disclose at the time of submission of his/her proposal that any member of the CCSO or an immediate family member of a member of the CCSO has more than five percent (5%) interest in the submitting organization.
6. Proposer has been debarred or suspended from participation in the State of Florida's term contract program or SPURS System.
7. Employment of unauthorized aliens in violation of Section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324a).
8. Evidence that the Proposer discriminates in its employment practices in violation of Title VII of the 1968 Civil Rights Act as amended by the Equal Opportunity Employment Act of 1972 and Executive Order 11914.
9. Failure of the Proposer to respond as outlined in Proposal Submission Response and Specifications may disqualify them from the evaluation process and deem the proposal non-responsive.
10. Convicted Vendors – A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:
 1. Submitting a bid on a contract to provide any goods or services to a public entity
 2. Submitting a bid on a contract with a public entity for the construction or repair of a public building or public work
 3. Submitting proposals on leases of real property to a public entity
 4. Being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
 5. Transacting business with any public entity in excess of the Category Tow threshold amount (\$25,000) provided in Section 287.017 of the Florida Statutes.
11. Failure of the Proposer to follow the response outline noted in I - Proposal Submission Format

CONTRACT AWARD

A. It is the desire of the Sheriff that all of the services in this request be provided by a single vendor; however, if it is determined to be in the best interests of the CCSO and the Citizens of Collier County then the contract, in whole or parts, may be awarded to multiple vendors.

B. The award shall be made to the Proposer who is both responsive and responsible and whose proposal demonstrates the best capability to fulfill the requirements as specified in this solicitation. The selection process may require additional information. The Sheriff's decision is final.

C. The Sheriff reserves the right to reject any and all, or parts of any and all proposals; re-advertise this request; postpone or cancel, at any time, this REQUEST FOR PROPOSAL process; or waive any irregularities in this REQUEST FOR PROPOSAL or in the proposal(s) received as a result of this solicitation.

D. The determination of the criteria and process whereby proposals are evaluated, the decision as to who shall receive the contract award, or whether or not an award shall ever be made as a result of this solicitation, shall be at the sole discretion of the Sheriff.

E. If a sealed proposal contains information that a Proposer does not wish disclosed to the public, or used for any purpose other than the evaluation of this offer, all such information must be submitted with indications on each page that the material is "Proprietary", "Confidential" or a "Trade Secret".

F. All information contained in the proposal shall remain confidential throughout the duration of the evaluation process. However, in accordance with Chapter 119, Florida Statutes and other pertinent laws of the State of Florida, once an award is made to a successful Proposer, all information, in all received proposals shall be available for public review.

G. Proposers shall provide any and all statements in their sealed proposals that they desire to be included in a final contract. Any exceptions to any terms and conditions may be made and shall be subject to negotiation. However, the inability to contractually guarantee any statement or specification may result in future elimination.

H. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (239) 252-0630, RECORDS@COLLIERSHERIFF.ORG, OR COLLIER COUNTY SHERIFF'S OFFICE, CENTRAL RECORDS BUREAU, 3319 TAMIAMI TRAIL EAST, NAPLES, FL 34112.

PROTEST

A. Protest of an award must be filed within three (3) business days from the date of the award announcement notification by 5:00:00 P.M. EST. Protest shall be filed with the Collier County Sheriff's Office, Central Services Division Director, Sean Williams, and the following shall be included:

- Name, address, and telephone number of protester
- Solicitation number of RFP 22.001 – Comprehensive Banking Services
- A detailed statement enumerating sections of the proposal and/or the evaluation process that the protester considers being flawed or unfair
- Protestor or its representative's original signature

B. Protest review and action shall be considered final with no further formalities being considered.

C. Proposer's failure to follow the bid protest guidelines and timeline of three (3) business days shall constitute a waiver of the Proposer's right to protest and any resultant claim.

TERMS AND CONDITIONS

A. Definitions: For the purpose of this article only, the following terms have the meaning indicated.

1. Request for Proposal (RFP). A solicited document issued requesting proposals from potential vendors for goods and/or services whereas the negotiation of all terms, including price prior to contract award. May include a provision for Best and Final Offers. May be a single step or multi-step process.
2. Responsive – Proposer who submitted a proposal that conforms in all material respects to the RFP.
3. Responsible – A contractor, business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.
4. Informality – a minor defect or variation of a bid or proposal from the exact requirements of the Invitation to Bid or the Request of Proposal.
5. CCSO - Collier County Sheriff's Office, its Correctional Facilities, its divisions, substations, agencies, officials, officers and employees.
6. Proposer means contractor, vendor, and its officers, agents, representatives, and employees.

7. Successful Proposer means contractor or vendor awarded the contract.
8. Addendum – written clarification or revision to this RFP issued by the Procurement Bureau of the Collier County Sheriff's Office.
9. Amendment – An alteration or modification of the terms of a contract between the CCSO and the Contractor(s). An amendment is not effective until it is signed by the Sheriff of the Collier County Sheriff's Office or his/her designee.
10. Evaluation Committee – A committee established to review and evaluate proposals submitted in response to this RFP and to recommend a contract award to the Sheriff.
11. May – Denotes that which is permissible, not mandatory
12. Shall or Must – Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a proposal as materially non-responsive.
13. Should – Denotes that which is recommended, not mandatory.
14. State – State of Florida

B. Liabilities

1. **Indemnification of RFP:** Successful Proposer shall indemnify the CCSO against liability for any suits, actions, or claims of any character arising from or relating to the Successful Proposer's performance under the awarded contract.
 - a. The CCSO has no obligation to provide legal counsel or legal defense to the Successful Proposer in the event that a suit, claim, or action of any character is brought by any person not party to the awarded contract against the Successful Proposer as a result of or relating to the Successful Proposer's obligations under the awarded contract.
 - b. The CCSO has no obligation for the payment of any judgment or the settlement of any claims made against the Successful Proposer as a result of or relating to the Successful Proposer's obligations under the awarded contract.
 - c. The Successful Proposer shall give immediate notice to the Sheriff or his designated representative of any claim or suit made or filed against the Successful Proposer or any matter pertaining to the awarded contract.
 - d. The Successful Proposer shall cooperate, assist and consult with the CCSO in any claim, suit or action made or filed against the CCSO or Collier County as a result of or relating to the Successful Proposer's obligations under the awarded contract.

e. The Successful Proposer shall indemnify, defend, and hold harmless the CCSO and its members/employees against any cost, damage or expense which may be incurred or caused by any error in the Proposer's preparation of its bid.

2. **OSHA Compliance:** The Successful Proposer expressly agrees that it shall be solely responsible for supervising its employees, that it shall comply with all rules, regulations, orders, standards, and interpretations promulgated pursuant to the OSHA Act of 1970, including but not limited to training, recordkeeping, providing personal protective equipment, lockout/tagout procedures, material safety data sheets and labeling as required by the Right to Know Standards, 29 CFR 1910.1200.

3. **Independent Contractor:** The CCSO shall expressly acknowledge that the Successful Proposer is an independent contractor, and nothing in their Agreement is intended nor shall it be construed to create an agency relationship, and employer/employee relationship, a joint venture relationship, or any other relationship allowing CCSO to exercise control or discretion over the manner or method by which the Successful Proposer performs their obligations under their Agreement.

4. **Personnel:** The Successful Proposer certifies that it has, or shall secure at its own expense, all personnel required in performing the services under the awarded contract. Such personnel shall not be employees or have any contractual relationship with CCSO.

a. All of the services required hereunder shall be performed by the Successful Proposer or under its supervision and all personnel engaged in the work shall be fully qualified to perform such services.

5. **Litigation Costs:** All of the Successful Proposer's litigation costs including reasonable attorney fees, arising from disputes under the awarded contract shall be paid by the Successful Proposer.

6. **Confidentiality of Information:** The Successful Proposer shall agree that all CCSO files, records and electronic communications pertaining to the Successful Proposer's obligations under the awarded contract, are the exclusive property of CCSO and all information contained therein is confidential and is not to be discussed, copied, published or disseminated to any individual or organization outside of CCSO without the written approval of CCSO.

7. **Venue:** The CCSO and the Successful Proposer shall agree that the awarded contract shall be a Florida contract to be performed in Florida, and further that any litigation arising thereunder shall be brought and completed in Collier County, Florida and other pertinent Florida courts, and further that neither party shall seek to remove such litigation from Circuit Courts or Appellate Courts of the State of Florida by application of conflict of laws or any other removal process.

8. **Assignment:** Neither the awarded contract nor any of the Successful Proposer's obligations hereunder shall be transferred by the Successful Proposer in whole or part without the expressed written permission of CCSO.

9. **Disclaimer:** Due care and diligence has been exercised in the preparation of this REQUEST FOR PROPOSAL, and all information contained herein is believed to be substantially correct. Neither the CCSO nor its representatives shall be responsible for any error or omission in this request, nor for the failure on the part of the Proposer to determine the full extent of the exposure.

10. **Firm Response.** The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.

11. **Transportation and Delivery.** Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the CCSO places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the CCSO of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

12. **Risk of Loss.** Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the CCSO shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When the CCSO rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product(s) not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the CCSO shall have the right to dispose of it as its own property. Contractor shall reimburse the CCSO for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

13. **Taxes.** CCSO does not pay Federal excise or sales taxes on direct purchases of tangible personal property. CCSO will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the CCSO in the special contract conditions section of the solicitation or in the Contract or purchase order.

14. **Indemnification.** The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless CCSO, and their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of CCSO.

Further, the Contractor shall fully indemnify, defend, and hold harmless CCSO from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to the CCSO's misuse or modification of Contractor's products or the CCSO's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the CCSO the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the CCSO the right to continue using the product, the Contractor shall remove the product and refund the CCSO the amounts paid in excess of a reasonable rental for past use. The CCSO shall not be liable for any royalties. The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon CCSO giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by CCSO in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

15. **Liquidated Damages:** The Successful Proposer shall agree to liquidated damage recovery in the event of failure to perform in accordance with the awarded contract resulting from this request. Should the Successful Proposer default and fail to cure said default within fifteen (15) calendar days, CCSO may procure the necessary supplies through external sources and hold the Successful Proposer financially responsible for any excess costs incurred. The variance between the bid price of the product and actual price paid for each circumstance shall be deducted from the funds owed to the Successful Proposer. Recurrence of failure to perform shall result in the cancellation of the awarded contract and removal of the Successful Proposer from the qualified Proposer's list for a period of three (3) years.

C. Insurance:

1. The Successful Proposer shall provide a certificate of insurance indicating that the following insurance requirements are in force at the time of contract start date:
 - a. Workers Compensation: Statutory benefits with minimum employer's liability of \$100,000 each accident.
 - b. General Liability: The Successful Proposer shall warrant that it and all of its employees shall have general liability insurance coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in aggregate annually naming the CCSO as additionally insured.
 - c. Automobile Liability: Liability insurance covering all owned and hired vehicles used in connection with the Successful Proposer's obligations under the awarded contract, of not less than \$500,000 combined single limit per occurrence.
2. The Successful Proposer shall be solely responsible for the payment for required coverages and the payment of any deductibles required by said policies.
3. Any cancellation, reduction in value or lapse of insurance coverage shall be considered a material breach of the awarded contract.
4. The Successful Proposer shall be responsible in providing valid certificates of insurance with the requirements outlined above to CCSO throughout the duration of the contract term.

ADJUSTMENTS/MODIFICATIONS/AMENDMENTS

1. Should the CCSO and the Successful Proposer mutually agree to a change in the scope of the program during the contract term, a mutually agreed to price adjustment shall be allowed.
2. Changes in contractual provisions of services to be furnished under the contract may be made only in writing and must be approved mutually by an agent of the Successful Proposer and the CCSO.
3. The Successful Proposer shall give full attention to the faithful execution of the contract, shall keep the contract under his control, and shall not by power of attorney or otherwise assign the contract to any other party without prior written approval of the Sheriff.
4. Should laws change requiring additional services or significant changes in costs, the Successful Proposer and the CCSO shall negotiate an equitable price adjustment.

5. During the term of the awarded contract, the Successful Proposer shall furnish all of the services specified in the REQUEST FOR PROPOSAL.

6. The Successful Proposer understands and agrees that the awarded contract is a requirements contract and the CCSO shall have no responsibility or obligation to the Successful Proposer in providing contractor's services.

7. All notices and requests by the CCSO or the Successful Proposer shall be in writing and shall be delivered by certified mail, return receipt requested, to the correct address of the parties to the contract. Either party may change its address by giving notice of the new address to the other party.

8. Should the work outlined in the awarded contract become delayed or abandoned by the Successful Proposer, or if at any time the CCSO shall be of the opinion that the work outlined in the awarded contract has become delayed or abandoned, CCSO shall provide written notification to the Successful Proposer of their intent to annul the awarded contract, or any part thereof, should the Successful Proposer fail to resolve the matter within thirty (30) days of the official written notice.

SPECIFICATIONS / SCOPE OF WORK

The Successful Proposer will be expected to meet the following specifications and requirements. The listing is intended to be a guideline and should not be considered as all-inclusive.

The Successful Proposer will provide comprehensive services that are legally defensive and which meet all Florida and Federal Statutes.

The Successful Proposer will provide the below listed NOW accounts. All accounts are to pay an interest rate equal to or greater than the Federal Funds rate.

- a. Operating
- b. Payroll
- c. Section 125 Flexible Spending
- d. Trust
- e. Employer Benefits Trust-Claims
- f. Corrections Fund
- g. Inmate Welfare Fund
- h. Employee Benefit Fund
- i. Explorers
- j. Evidence Trust

The Successful Proposer will provide 3-part NCR deposit slips for each of the demand accounts and 1-part laser checks with security features for the Operating, Payroll, Section 125 Flexible

Spending, Corrections, Inmate Welfare Fund, Explorers and Evidence Trust accounts.

The Successful Proposer will provide 1-part pre-printed/numbered laser checks with security features for the Trust and Employee Benefit Fund accounts.

The Successful Proposer will provide electronically, a monthly statement for the full calendar month on each account. The statement will include a numerical list of all cancelled checks. An online access will be provided for at least 3 years with imaged copies of all cancelled checks (front and back), debits and credit memos.

The Successful Proposer will maintain a cash availability servicer of up to \$100,000 (one hundred thousand dollars) with same day notice. Additionally, at any time the CCSO is operating under any state of emergency situation, the Success Proposer must increase cash availability for the CCSO to \$3,500,000 (three million five hundred thousand dollars) available upon demand, requiring no more the (48) hours' notice.

The Successful Proposer will provide a backup facility where CCSO can upload and submit electronic payment files for minimum but not limited of Accounts Payable and Payroll.

The Successful Proposer will provide wire transfer orders for the Operating Account within one hour after telephone notification or on- line request by a previously designated member of the CCSO.

The Successful Proposer will provide direct deposit payroll and account payable services allowing Agency members to direct deposit to any banking organization or credit union operating within the United States. A computer generated text file (ASCII) of payroll direct deposits will be provided to the Successful Proposer bi-weekly. Using secure software supplied by the Successful Proposer, the file will be transmitted via the electronic banking system. When the bank has received and accepted the file, a positive acknowledgement of the file receipt must be electronically sent to CCSO. The Successful Proposer will notify CCSO within twenty-four (24) hours of any rejected records. Complete computer support requirements will be distributed at the Mandatory Proposer's Conference.

The following additional services will be provided by the Successful Proposer on all accounts:

- a. On-line real time banking to include at a minimum account and transaction inquiry (including ACH pending), deposits, wires out, account transfers and stop payments.
- b. Unlimited Stop Payments on-line or faxed order. Stop Payments will not expire and are only to be removed following written instructions by an authorized member of the Finance Division to cancel the order.

- c. A computer generated text file (ASCII) fixed length record of fifty (50) characters of cleared checks will be provided each month for the below listed accounts (one file for each separate account). Files should be available within three (3) working days after the end of the month. Files should be made available through a secure web-site where they can be Ftp/downloaded by CCSO
 - 1. Operating
 - 2. Payroll
 - 3. Corrections Fund
 - 4. Section 125 Flexible Spending
 - 5. Employer Benefits Trust-Claims
 - 6. Explorers
- d. Daily upload of Positive Pay files within two (2) hours of submission. Positive confirmation that files have been uploaded and received must be electronically sent to CCSO using secure software provided by the Successful Proposer. Positive Pay is currently used on all accounts.
- e. The Successful Proposer will accept emergency pay files at times outside the normal bi-weekly schedule.
- f. The Successful Proposer will supply endorsement stamps for all accounts.
- g. The Successful Proposer must be capable of accepting remote deposits via CCSO scanners (Digital Check Corp Teller Scan model TS230).

The Successful Proposer will designate a specific Account Executive with a rank of not less than Vice President as the CCSO's primary contact in regards to the services proposed. The designated Account Executive must have the authority to make on their own, timely decisions concerning the handling of all accounts and services enumerated in this request. The Account Executive must be available by telephone and must return all calls from CCSO (if voice mail is used) within one (1) hour. The Successful Proposer will notify the CCSO within ten (10) working days if the Account Executive is changed or leaves the Successful Proposer's employment. Except for resignation or dismissal, the Successful Proposer will not change the Account Executive for CCSO accounts more often than once per contract term.

The Successful Proposer will not require a "minimum balance" on any CCSO account.

The Successful Proposer will insure that no "clearing transactions" occur in any CCSO account other than the Operating Account; however, the clearing function must also be blocked on the Operating Account. ACH block will be provided for checks being converted to ACH debits.

The Successful Proposer will extend all of the services listed in this request to any future accounts

required by the CCSO.

The Successful Proposer will provide a courier service or armored-car service to pick up deposits from 2 locations designated by CCSO and deliver them to the designated branch office at a minimum twice a week.

The Successful Proposer will execute separately from the Banking Services Agreement, a sales/repurchase agreement for the pledging of approved government securities against the daily "pooled balance" of all CCSO NOW accounts.

The Successful Proposer will provide CCSO with either a MasterCard or Visa credit card account with a minimum credit line of \$150,000 (one hundred and fifty thousand dollars), if CCSO does not elect to initiate the optional Purchasing Card Program. The Successful Proposer will issue twenty (20) cards for the account. Payments for the credit card account will be made according to the terms and conditions of the credit card issuer. The credit card account will have the capability of accepting multiple payments during the billing cycle whether those payments are made by paper check or electronically.

The Successful Proposer will provide CCSO with specific merchant services that would allow CCSO to receive credit card payments directly into selected CCSO Now Accounts. The Successful Proposer will supply CCSO with all required hardware for the acceptance, approval and processing of credit card payments from either MasterCard, Visa, Discover or American Express. The Successful Proposer will insure that all credit card payments are deposited into the identified NOW accounts on the same day they are received by CCSO.

The Successful Proposer will provide CCSO Corrections Division with the capability of issuing pre-paid credit cards out of the CCSO Corrections Now Account. The amount applied to the pre-paid credit card should be removed from the Corrections NOW account on the same day the credit card is issued.

Investment Account: Establishment of an interest bearing time deposit account to be used as a repository for monthly draws in excess of those funds needed to immediately support operations. Account balance will vary throughout the contract term. The minimum interest to be paid on the funds in the accounts will be no less than the current SBA rate.

The Successful Proposer will maintain main or branch office operations within a fifteen (15) mile radius of the Collier County Sheriff's Office Headquarters and said branch must be capable of either providing a daily deposit courier service or receiving armored car deliveries

The Successful Proposer will maintain a Bauer Financial Star rating of three or higher.

The Successful Proposer will be and maintain both a Qualified Public Depository under the Florida Security for Public Deposits Act (Chapter 280 of the Florida Statutes) as well as a Federal

Withholding Tax Depository.

The Successful Proposer will possess sufficient qualifying government securities that can be pledged against the Collier County Sheriff's Office pooled account balances. Additionally, all accounts must be FDIC insured to the maximum limits allowed by law.

(Optional Program) Customized Purchasing Card Program: This program would be in lieu of the credit card account required in A.14 above. The Successful Proposer will provide a customized Purchasing Card (Visa or MasterCard) Program providing for the issuance of multiple individually controllable cards and encompassing the following minimum features:

1. No annual fees will be assessed for either the account or the individually issued cards.
2. Consolidated monthly billing showing all purchases made by each individually issued card in card number order.
3. Customized billing cycle availability (CCSO to be able to pick the day of the month the billing cycle would start)
4. Minimum of 25 days grace period for payment.
5. Customized restriction schedule for individually issued cards to allow the setting of limits on the type of items that can be purchased as well as the amount that can be spent per day, per week and per month.
6. On-line account availability with real-time individual card maintenance.
7. Customized reporting and analysis availability.
8. Customer Service support availability during normal working hours.
9. Misuse liability protection.
10. Tiered rebate program

CONTRACT TERMINATION

1. Unless otherwise mutually agreed by both parties, the awarded contract shall be terminated on September 30, 2027. Renewal options may be offered for two (2) additional one (1) year terms upon mutual agreement.

2. **Termination for Cause:** The CCSO may terminate the awarded contract at any time that the Successful Proposer fails to carry out its provisions or to make substantial progress under the terms specified in the contract.

a. The CCSO shall provide the Successful Proposer with (15) business days' notice of conditions endangering performance. If after such notice the Successful Proposer fails to remedy the condition contained in the notice, the CCSO shall issue an order to stop work immediately.

b. The CCSO shall be obligated to reimburse the Successful Proposer only for those services rendered prior to the date of notice of termination, less any liquidation damages that may be assessed for non-performance.

3. Termination by Mutual Agreement: With the mutual agreement of both parties upon receipt and acceptance of not less than (15) business days written notice, the awarded contract may be terminated on an agreed date prior to the end of the contract period without penalty to either party.

4. Termination for Special Situations: Either party may terminate the awarded contract immediately following (15) business days' written notification to the other documenting the occurrence of any of the following:

a. In the event there is a change in the Office of Sheriff due to an election, resignation or death and the Sheriff-elect makes the decision not to continue the awarded contract.

b. The Successful Proposer or any of its principals are debarred, suspended, proposed for debarment or declared ineligible to participate in the State of Florida SPURS System under the provisions of Section 287.133(3)(a), Florida Statutes or pursuant to Rule 60A-1.006 F.A.C.

c. Insolvency, bankruptcy or receivership of the Successful Proposer.

5. Suspension of Work. The CCSO may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of CCSO to do so. The CCSO shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the CCSO shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

6. Termination for Convenience. The CCSO, by written notice to the Contractor, may terminate the Contract in whole or in part when the CCSO determines in its sole discretion that it is in CCSO's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

7. Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no

alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the CCSO in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the CCSO. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the CCSO for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the CCSO determines, in its sole discretion, that the delay will significantly impair the value of the Contract to CCSO, in which case the CCSO may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

8. Antitrust Assignment. The Contractor and CCSO recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the CCSO. Therefore, the contractor hereby assigns to the CCSO any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

9. Warranty of Authority. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

10. Warranty of Ability to Perform. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

CONTRACT TERM

1. The awarded contract shall begin in October 1, 2022 and end on September 30, 2027. The contract may be extended for two (2) one (1) year terms depending on the needs of the CCSO.
2. An extension may be granted at the discretion of CCSO.

NOTICES

Notices shall be addressed to:

Collier County Sheriff's Office
Attn: Sheriff Kevin Rambosk
3319 Tamiami Trail East
Naples, FL 34112

With Copies sent to:
Collier County Sheriff's Office
Attn: Director Stephanie Driscoll
3319 Tamiami Trail East
Naples, FL 34112

Collier County Sheriff's Office
Attn: Buyer Mika Taylor
2885 County Barn Rd
Naples, FL 34112

PROHIBITION OF GIFTS TO CCSO EMPLOYEES

1. No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any CCSO employee, as set forth in Chapter 112, Part III, Florida Statutes. Violation of this provision may result in one or more of the following consequences:
 - a. Prohibition by the individual, firm, and/or any employee of the firm from contact with CCSO staff for a specified period of time.
 - b. Prohibition by the individual and/or firm from doing business with the CCSO for a specified period of time, including but not limited to: submitting proposals, RFP, and/or quotes;

c. Immediate termination of any contract held by the individual and/or firm for cause.

OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES

CCSO encourages and agrees that the Successful Proposer extend pricing and terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the Successful Proposer.