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**COUNTY OF LEXINGTON  
SOUTH CAROLINA**

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**REQUEST FOR PROPOSALS  
NO. P15001-08/28/14H**

**Banking Services  
for the County of Lexington**

**PROCUREMENT SERVICES  
212 SOUTH LAKE DRIVE  
LEXINGTON, SC 29072**

**Telephone 803-785-8385 / Fax 803-785-2240**

**July 28, 2014**

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**NOTE: If downloading this solicitation from our website or alternate internet location, it is the responsibility of the bidder to email [jhyde@lex-co.com](mailto:jhyde@lex-co.com) to be registered as a potential bidder to receive any subsequent amendments.**

# **I. INTRODUCTION**

## **1.1.00 PURPOSE OF RFP**

It is the intent of the County of Lexington to award a contract resulting from this Request for Proposal (RFP) for a financial institution to provide professional and innovative banking services for the County and obtain the highest quality of services at the most reasonable cost.

## **1.2.00 INTRODUCTION**

The County of Lexington is requesting proposals from qualified financial institutions interested in providing banking services related to the collection and disbursement of the County funds.

The County is requesting that all responding financial institutions submit three (3) separate cost proposals for:

- (a) All banking services excluding lockboxes;
- (b) Lockbox services only; and
- (c) All banking services.

The County may award more than one contract to one or more financial institutions to provide the required services. The banking services listed in this RFP are the minimum mandatory requirements of the County.

The selected financial institution shall provide banking services including, but not limited to, the services summarized in this RFP. The descriptions of these services are detailed, but not meant to be all inclusive, as the selected financial institution shall perform all related fundamental banking services.

The following County departments are represented by this RFP and will be eligible for all pricing and services offered by the financial institution. Detailed information about each department can be found in Section V of this proposal (page # 13).

- Treasurer
- Clerk of Court
- Finance
- Magistrates
- Sheriff
- Library
- Register of Deeds

## **II. ADMINISTRATIVE RULES FOR THE RFP**

### **2.1.00 ADDITIONAL INFORMATION INQUIRIES**

- 2.1.01** All inquiries concerning this RFP shall be directed to:  
Jeffrey A. Hyde, CPPB  
County of Lexington  
Procurement Manager  
(803) 785-8385 Fax (803) 785-2240

### **2.2.00 RECEIPT OF PROPOSALS**

- 2.2.01** Proposals shall be submitted no later than **August 28, 2014 at 4:00 P.M. E.S.T.**, in the Lexington County Procurement Services Office- Ste 503, 5th Floor, County Administration Building, 212 South Lake Drive, Lexington, South Carolina 29072, at which time respondents to this request will be publicly identified. Due to the possibility of negotiation with any offeror submitting a proposal which appears to be eligible for contract award pursuant to the selection criteria set forth in this Request for Proposal, terms and conditions will not be divulged at the time of opening.

*Any proposals received after the scheduled deadline, will be immediately disqualified. The County assumes no responsibility for delivery of proposals which are mailed.*

### **2.3.00 WITHDRAWAL OF PROPOSALS**

- 2.3.01** An Offeror may withdraw his proposal without prejudice to himself not later than the day and hour set in the advertisement for receiving proposals, by communicating the purpose in writing to the Procurement Manager, 212 South Lake Drive, Lexington SC 29072. When received, said proposal surety, if applicable, will be returned to the offeror unopened. Notification of withdrawal is the sole responsibility of the offeror.

### **2.4.00 PRE-PROPOSAL CONFERENCE**

- 2.4.01** A pre-proposal conference (non-mandatory) will be held **August 14, 2014 @ 2:00 PM E.S.T.**, at the County Administration Building, Committee Room – 2<sup>nd</sup> Floor, 212 South Lake Drive, Lexington, SC 29072.

- 2.4.02** Due to the importance of all offerors having a clear understanding of the requirements for his contract, *attendance at this meeting is strongly recommended for all companies submitting a proposal for this contract.* Attendance at the pre-proposal conference will be evidenced by the representative's signature on the attendance roster.

### **2.5.00 PREPARATION OF PROPOSALS**

- 2.5.01** Each offeror shall carefully examine all RFP documents and thoroughly familiarize itself with all requirements prior to submitting a proposal. Should an offeror find discrepancies, ambiguities, or omissions in proposal documents, or should the offeror be in doubt as to their meaning, offeror shall at once request written clarification from the Procurement Manager. The person submitting the Proposal shall be responsible for its prompt delivery. Any interpretation or clarification of the proposal documents will be made in writing to all persons attending the Pre-Proposal Conference.

- 2.5.02** Before submitting a proposal, each offeror shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this proposal. Failure to make such investigations and examinations shall not relieve the successful offeror from the obligation to comply, in every detail, with all provisions and requirements of the Request for Proposal.

- 2.5.03** No proposal will be considered from any firm that has failed to perform acceptably on any other contract with the County of Lexington.
- 2.5.04** If the offeror is a corporation, the proposal shall be signed in the name of and under the seal of the corporation by a duly authorized officer of the corporation with the designation of the signer's official capacity. The proposal shall show the state in which the corporation is chartered, and, if that state is other than South Carolina, the proposal shall show that the corporation is authorized to do business in the state of South Carolina. If the offeror is a partnership, the proposal shall be signed in the name of the partnership by a general partner or other person who is duly authorized to bind the partnership. The signer's official capacity and authority shall be shown. If the offeror is an individual or sole proprietorship, the proposal shall be signed by the individual in person, stating the name or style under which the offeror is doing business. In any case, the proposal shall show the current business address of the offeror which is to be used for receiving communications from the County.
- 2.6.00** ***DISQUALIFICATIONS OF OFFERORS***
- 2.6.01** More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that an offeror is interested in more than one proposal for the same work will cause the rejection of all proposals in which such offerors are believed to be interested. Any or all proposals will be rejected if there is reason to believe that collusion exists among the offerors and no participants in such collusion will be considered in future proposals for the same work. Proposals in which the prices obviously are unbalanced will be rejected.
- 2.7.00** ***CORRECTIONS MADE BY OFFEROR***
- 2.7.01** Offerors are cautioned not to obliterate, erase, or strikeover any ***printed material*** as set forth in this Request for Proposal. In quoting prices, wherever offeror has made an error and has corrected, any and all such corrections should be initialed by the person signing the proposal. Failure to comply with this provision may result in rejection of the proposal. All documents submitted must be legible.
- 2.8.00** ***EVALUATION OF PROPOSALS***
- 2.8.01** In evaluating the proposals, the County of Lexington reserves the right to accept or reject all or any part of any proposal, waive minor technicalities, and award the contract to the offeror deemed to best serve the interests of the County; and adopt any part or all of a proposal if it is judged in the best interests of the County.
- 2.8.02** Each proposal will be evaluated on the content of the offeror's proposal, i.e., the burden of information clarification and research rests solely on each offeror's effort and will be considered a reflection of interest and efficiency.
- 2.8.03** During the review process, the review panel shall have the right to request from offerors any other information or evidence which it deems necessary for evaluation of the proposal and relevant to any one or more of the stated evaluation factors. The failure of an offeror to promptly provide such requested information or evidence shall be sufficient grounds for determining the offeror to be non-responsive and for rejection of the proposal.
- 2.8.04** The County of Lexington reserves the right to contact an offeror for clarification of information submitted, to contact references, and to use other sources of obtaining information regarding the offeror that is deemed appropriate and would assist in the evaluation.
- 2.8.05** Proposals which, after discussion and submission of additional clarification and/or supplementary information, are determined to meet the specifications of the Request for Proposal will be classified as "acceptable". Proposals found not to be acceptable will be classified as "unacceptable" and no further discussion concerning same will be conducted.

**2.9.00** ***EVALUATION CRITERIA***

**2.9.01** The County of Lexington intends to award a contract resulting from this Request for Proposal to the responsive and responsible offeror whose proposal is determined to be the most advantageous to the County taking into consideration the evaluation factors set forth herein; however, the right is specifically reserved to reject any and all proposals. Lexington County shall be the sole judge of whether or not a proposal meets the requirements of this Request for Proposal.

**2.9.02** Proposals will be reviewed and evaluated by the appointed staff evaluation committee who will make their recommendation to the committee chairperson. The committee chairperson (County Treasurer) will then make a recommendation to Procurement. Procurement will provide the Committee's recommendation to County Council for approval. The reviews will be based upon the evaluation factors which are listed below in order of their relative importance:

- a. **Services (35%)**: Financial Institution's capability of providing all banking services while meeting all conditions as requested in this RFP; and the degree to which these banking services meet the needs of the County.
- b. **Geographic Location (25%)**:
  - (1) Proximity of the proposed lockbox processing center to Lexington County.
  - (2) Number of bank branches in Lexington County and proximity to County offices.
- c. **Cost of Proposed Banking Services (20%)**: Highest quality of services at the most reasonable cost.
- d. **Experience (20%)**:
  - (1) Relevant experience managing similar South Carolina governmental account relationships and other public sector entities.
  - (2) The experience, resources and qualifications of the individuals assigned to the County's account.
  - (3) Quality and relevance of references provided.

**2.10.00** ***BASIS FOR AWARD***

**2.10.01** An award resulting from this request shall be awarded to the responsive and responsible offeror whose proposal is determined to be most advantageous to the County, taking into consideration cost and the evaluation factors set forth herein; the right is reserved to reject any and all proposals received and in all cases, the County will be the sole judge as to whether an offeror's proposal has or has not satisfactorily met the requirements of this RFP.

**2.10.02** An evaluation committee has been established in order to review and evaluate all proposals submitted in response to this Request for Proposal. The committee shall conduct a preliminary evaluation of all responsive technical proposals. Based upon this review, the cost proposals of the highest rated offeror(s) will be reviewed.

**2.10.03** Based on the results of the preliminary evaluation, the highest rated offeror(s) may be invited by the Procurement Officer to make oral presentations to the Evaluation Committee. This committee will then conduct a final evaluation of the offerors. The Evaluation Committee shall then negotiate a proposed contract with the highest qualified offeror. At the time the proposed contract is negotiated, the offeror and the Evaluation Committee may negotiate any changes desired in the Request for Proposal if deemed in the best interest of Lexington County. If a satisfactory proposed contract cannot be negotiated with the highest qualified offeror, negotiations will be formally terminated.

Negotiations shall then be undertaken with the second most qualified offeror and so on. The Committee will make appropriate recommendation(s) to Lexington County Council prior to actual award of contract.

**2.11.00** ***ORAL PRESENTATIONS***

**2.11.01** Each offeror who submits a response to this Request for Proposal *may* be required to make an oral presentation of the submitted proposal to the County. Such presentations provide an opportunity for the offeror to clarify the proposal, to insure mutual understanding, and will in no way change the offeror's original proposal. Subsequent travel expense by the offeror will be at the offeror's expense.

**2.11.02** Offerors are advised that, in the event of receipt of an adequate number of proposals, which in the opinion of the Procurement Manager require no clarifications and/or supplementary information, such proposals may be evaluated without further discussion. Hence, proposals should be submitted initially on the most complete and favorable terms from a technical standpoint which offerors are capable of submitting to the County. Should proposals submitted require additional clarification and/or supplementary information, offerors should be prepared to submit such additional clarification and/or supplementary information, in a timely manner, when so requested.

**2.12.00** ***CONTRACTING***

**2.12.01** Upon award of the proposal, this document and the successful offeror's proposal, including all correspondence, supporting documents and completed forms, shall become part of the contract. All written communications between the County of Lexington and the successful offeror after the proposal opening may also be incorporated into the contract.

**2.13.00** ***AMENDMENTS***

**2.13.01** All amendments to and interpretations of this solicitation shall be in writing. The County of Lexington shall not be legally bound by any amendment or interpretation that is not in writing. Only information supplied by the County of Lexington in writing or in this RFP should be used in preparing offeror responses. All contacts that an offeror may have had before or after receipt of this RFP with any individuals, employees, or representatives of the County of Lexington and any information that may have been read in any news media or seen or heard in any communication facility regarding this proposal should be disregarded in preparing responses.

**2.14.00** ***COUNTY RESPONSIBILITY TO PROPOSAL***

**2.14.01** This Solicitation does not commit the County of Lexington to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. The County of Lexington reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this proposal if it is in the best interest of the County to do so. If the proposal fails to conform to the essential requirements of the RFP, the County of Lexington alone will be the judge as to whether that variance is significant enough to consider the RFP non-responsive and therefore not considered for award.

**2.15.00** ***TERMINOLOGY***

**2.15.01** The terminology used and the organization of the RFP are not intended to be restrictive in any way. Appropriate interpretation of the intent of the RFP should be made by the offeror in these situations.

**2.16.00** ***PROHIBITION OF GRATUITIES***

**2.16.01** Section 8-13-420 of the 1976 Code of Laws of South Carolina states in part as follows: "Whoever gives or offers to any public official or public employee any compensation including a promise of future employment to influence his action, vote, opinion or judgment as a public official or public employee, or such public official solicits or accepts such compensation to influence his action, vote or judgment shall be subject to the punishment as provided by Sections 16-9-210 and 16-9-220." Gratuities in any form are strictly prohibited.

**2.17.00** ***PROPRIETARY/CONFIDENTIAL INFORMATION***

**2.17.01** Trade secrets or proprietary information submitted by an offeror in connection with a procurement

transaction shall not be subject to public disclosure under the Freedom of Information Act; however, the offeror must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state reasons why protection is necessary. Disposition of material after award is made should be stated by the offeror. No information, materials or other documents relating to this procurement will be presented or made otherwise available to any other person, agency, or organization until after award.

- 2.17.02** All offerors must visibly mark as "Confidential" each part of their proposal which they consider to contain proprietary information. **All unmarked pages will be subject to release in accordance with the guidelines set forth under section 11-35-410 of the consolidated procurement code.** Privileged and confidential information is defined as "information in specific detail not customarily released to the general public, the release of which might cause harm to the competitive position of the part supplying the information." The examples of such information provided in the statute are:
1. Customer lists;
  2. Design recommendations and identification of prospective problem areas under an RFP;
  3. Design concepts, including methods and procedures;
  4. Biographical data on key employees of the offeror.
- 2.17.03** Evaluative documents pre-decisional in nature such as inter or intra-agency memoranda containing technical evaluations and recommendations are exempted so long as the contract award does not expressly adopt or incorporate the inter- or intra-agency memoranda reflecting the pre-decisional deliberations.
- 2.17.04** *MARKING YOUR ENTIRE PROPOSAL CONFIDENTIAL/PROPRIETARY IS NOT IN CONFORMANCE WITH THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT.*
- 2.18.00** ***OWNERSHIP OF MATERIAL***
- 2.18.01** All proposals submitted in response to this document become the property of the County of Lexington. Proposals submitted may be reviewed and evaluated by any person(s) at the discretion of the County of Lexington upon award of contract. Ownership of all data, material and documentation originated and prepared for the County of Lexington pursuant to this contract shall belong exclusively to the County. Offerors not awarded a contract under this solicitation, may request return of excess copies of their proposals within thirty (30) days after notification of award is mailed. All cost of returns will be paid by the offeror. If Federal Express, UPS, or other shipping number is not received with request, all excess copies will be destroyed.
- 2.19.00** ***DISCUSSIONS/NEGOTIATIONS***
- 2.19.01** By submission of a proposal, offeror agrees that during the period following issuance of the RFP and prior to final award of contract, offeror shall not discuss this procurement with any party except the Procurement Officer or other parties that may be designated in this solicitation. Offeror shall not attempt to discuss with or attempt to negotiate with the using agency/department, any aspects of the procurement without prior approval of the Procurement Officer.
- 2.20.00** ***MINIMUM QUALIFICATIONS***
- 2.20.01** The County of Lexington reserves the right to determine whether Offerors have the minimum qualifications to perform a contract of this type. The determination by the County concerning Offeror qualifications shall be final.
- 2.21.00** ***RIGHT TO PROTEST***
- 2.21.01** Any prospective proposer, offeror, or contractor, who is aggrieved in connection with the solicitation of a contract shall protest to the Procurement Manager within ten (10) calendar days of the date of issuance of the Invitation to Proposal, Requests for Proposals or other solicitation documents, whichever is applicable, or any amendment thereto, if the amendment is at issue. Any actual proposer, offeror, or contractor, who is aggrieved in connection with the intended award or award of a contract, shall protest to the Procurement Manager within ten (10) calendar days of the notification of award.

### **III. CONTRACTUAL REQUIREMENTS**

#### **3.1.00 OFFEROR RESPONSIBILITY**

**3.1.01** The contractor shall provide all of the proposed work and services as finally agreed upon and accepted by Lexington County. Each offeror shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this proposal. It is expected that this will sometimes require on-site observation. The failure or omission of an offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or to the contract.

#### **3.2.00 AFFIRMATIVE ACTION**

**3.2.01** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap. The following are incorporated herein by reference: 41 C.F.R. 60-1.4, 60-250.4 and 60-741-4.

#### **3.3.00 SC LAW CLAUSE**

**3.3.01** Upon award of a contract under this proposal, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business in this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful offeror from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed proposal, the offeror agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, County of Lexington, as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

#### **3.4.00 COMPLIANCE WITH LAWS**

**3.4.01** The contractor shall keep fully informed of all existing and future state and federal Laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the specifications for this work in relation to any such law, ordinance, regulation, order or decree, he shall forthwith report same to the Procurement Manager, in writing. The contractor shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees; and he shall protect and indemnify the County, its officers and agents, against any claim or liability arising from or based upon violation of any such law, ordinance, regulation, order or decree whether by themselves or their employees.

#### **3.5.00 INDEMNIFICATION**

**3.5.01** The contractor and any of its subcontractors shall indemnify, defend, hold harmless and reimburse the County, their agents, officers and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever, relating to or arising out of any action or failure to act, by the contractor, its subcontractors, officers, agents and employees, or relating to or arising out of the performance or failure to perform by the contractor, its subcontractors, officers, agents and employees of any of the obligations under this Agreement. Losses, liabilities, expenses and claims for damages shall include, but not be limited to, civil and criminal fines and penalties, a taking, whether direct or indirect (inverse), loss of use and/or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs and attorney's fees for an appeal.

**3.5.02** The County of Lexington shall promptly notify the contractor of any civil or criminal actions filed against it or of any notice of violation from any federal or state agency or of any claim as soon as practical. The contractor upon receipt of such notice shall have the right at its election to defend any

and all actions or suits or join in the defense. Nothing herein shall be construed to prevent the County from defending their own interest.

**3.6.00** ***EQUAL EMPLOYMENT OPPORTUNITY***

**3.6.01** Contractor agrees that it will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based upon race, sex, national origin, age, disability, or in any way violative of Title VII of 1964 Civil Rights Act and amendments or the South Carolina Human Affairs Law, except as permitted by said laws.

**3.7.00** ***SOUTH CAROLINA STATE AND LOCAL TAX LAW***

**3.7.01** By submission of a signed proposal, you are certifying, under penalties of perjury, that you comply with Section 12-54-1020(B) of the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes. This will certify to the County of Lexington your compliance.

**3.8.00** ***GOVERNING LAW***

**3.8.01** Contractor hereby agrees to subject itself to the jurisdiction and process of the courts and to the law of the State of South Carolina of all matters and disputes arising or to arise under this contract and the performance thereof, including all matters pertaining to the validity, construction, interpretation and effect of a resulting contract. In the event of any dispute between the parties hereunder, all such disputes shall be pursued in Circuit Court for the State of South Carolina, Lexington County.

**3.9.00** ***ATTORNEY FEES***

**3.9.01** In the event that the County of Lexington is required and shall bring a suit or action to compel performance of or recover for any breach of any stipulation, covenant, term or condition of a resulting contract, the County may seek attorney fees from contractor and contractor will pay to the County such attorney fees as the court may award. Otherwise, attorney fees in connection with any suit or action hereunder will be borne by the parties experiencing said expenses.

**3.10.00** ***ASSIGNMENT AND MODIFICATION***

**3.10.01** The contract resulting from this RFP shall be binding upon the contractor, its successors, and assigns. This contract shall be binding upon the County in accordance with its terms and conditions. Contract shall not be assigned by contractor without the express written consent of the County, such consent to be within the sole discretion of the County. Any change in majority ownership or operational control of contractor shall be deemed as assignment by operation of law and shall not be permitted except as provided for herein.

**3.10.02** No agreement to modify the formal contract shall be binding on the part of the County unless such modification is reduced to writing and executed by an authorized agent of the County.

**3.11.00** ***SUBCONTRACTING***

**3.11.01** If any part of the work covered by this RFP is to be subcontracted, the contractor shall identify the subcontracting organization and the contractual arrangements made therewith. All subcontractors must be approved by the County of Lexington. The successful offeror will also furnish the corporate or company name and the names of the officers of any subcontractors engaged by the offeror.

**3.12.00** ***INDEMNIFICATION FOR LEGAL OR CONSULTANT SERVICES***

**3.12.01** Any contract for legal or consultant services entered into by the County of Lexington shall be in accordance with Section 11-9-105 of the 1976 Code of Laws of South Carolina, as amended, which requires completion of all services. In the event all services are not fully rendered as provided for in the contract, any monies which have been paid by the County under the contract must be refunded to the County along with a twelve (12) percent penalty.

**3.13.00** ***DRUG-FREE WORKPLACE***

**3.13.01** (Note: This clause applies to any resultant contract of \$50,000 or more). The State of South Carolina has amended Title 44, code of Laws of South Carolina, 1976, relating to health, by adding Chapter 107, so as to enact the Drug-Free Workplace Act (See Act No. 593, 1990 Acts

and Joint Resolutions). By submission of a signed proposal, you are certifying that you will comply with this Act (See Section 44-107-30). This will certify to the County of Lexington your compliance.

**3.14.00** ***PAYMENT TERMS***

**3.14.01** For purposes of this RFP, The County will compensate the financial institution through a compensating balances arrangement.

Each responding financial institution shall provide a compensating balance structure along with the method for determining the rates for the arrangement. An earnings credit rate shall be used in the calculation of the compensating balances. The bank shall provide a detailed explanation of how the earnings credit rate is calculated, adjusted and applied. All services should be included under the umbrella of the compensating balance arrangement. If there is a service that will not be covered under this pricing structure, the financial institution must specify the service and provide a detailed explanation.

Describe any other possible structures to compensate for services and prepare your recommendation based on current economic conditions. Explain how long the institution will guarantee the rates proposed. Address the schedule for implementing any revisions to the pricing structure during the contract term. The Treasurer requires the ability to amend the pricing structure throughout the contract term to take advantage of the most optimal configuration including an adjustment to a direct service fee arrangement based on economic conditions.

The compensation arrangement may not be the same for all accounts and departments within the County.

**3.15.00** ***TERMINATION***

*For Cause:* In the event of material breach by contractor, County of Lexington shall be given written notice specifying the material breach. The County would regard any deviation from the requirements of the contract that was neither trivial nor innocent as being material. Such deviations are evaluated on an instance-by-instance basis but any deviation which impairs the utilization or value of the property to the County would be regarded by the County as a material breach. Upon receipt of such notice, if contractor has not begun correction of the material breach within two (2) days or has not substantially corrected the material breach within ten (10) days of receipt of written notice, County of Lexington shall have the right to terminate unilaterally and immediately services hereunder without further notice. County of Lexington reserves the right to purchase any and all services or other items thereafter in the open market, charging the contractor with any additional costs. Should such charge be assessed, no subsequent proposals or proposals of the defaulting contractor will be considered until the assessed charge has been satisfied. Additionally, the County shall have a similar right of rescission in any instance where contractor provides or seeks to provide any services for a price higher than that specified herein, without regard to cause, including governmental regulatory intervention and insistence. In the event of rescission, revocation or termination, all documents and other materials in the possession of County of Lexington or scheduled for delivery to the County relating to performance hereunder shall become the property of the County. County of Lexington's failure to exercise their rights to terminate under this provision shall not be construed as a waiver of their rights to terminate, rescind or revoke the services herein in the event of any subsequent breach.

**3.15.02** *Non-Appropriation:* If the Lexington County Councils fail to appropriate or authorize the expenditure of sufficient funds to provide the continuation of this contract or if a lawful order issued in, or for any fiscal year during the term of the contract, reduce the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, the contract shall terminate on the date said funds are no longer available without any termination charges or other liability incurring to County.

**3.15.03** *Termination for Convenience:* The County, by written notice, may terminate this contract in whole or in part, when it is in the best interest of the County

**3.16.00** ***ILLEGAL IMMIGRATION & PUBLIC CONTRACTS***

**3.16.01** In accordance with the South Carolina Illegal Immigration Reform Act, [2008, Act No. 280](#). Section 3 of this Act added to [Chapter 14 to Title 8](#) of the South Carolina Code of Laws prohibits covered persons from entering into covered contracts unless the contractor agrees either (a) to verify all new employees through the federal work authorization program [and requires the same from subcontractors and sub-subcontractors] or (b) to employ only qualifying workers. Effectively, the Act also requires contractors to agree to provide any documentation required to establish either (a) that the Act does or does not apply to the contractor, subcontractor, or sub-subcontractor; or (b) that the contractor, and any subcontractor or sub-subcontractor, are in compliance with Section 3 of the Act.”

**IV. SPECIAL PROVISIONS**

**4.1.00** ***CHANGES***

**4.1.01** No services for which an additional cost(s) or fee(s) will be charged by the contractor will be allowed without the prior written authorization of the County of Lexington.

**4.2.00** ***INSURANCE***

**4.2.01** The amount and types of insurance required should commensurate with the hazards and magnitude of the undertaking, but in no event of lesser amount nor more restrictive than the limits of liability and schedule of hazards below described. Without limiting its liability under the contract agreement, the contractor shall procure and maintain, at its expense during the life of this contract, insurance of the types in the minimum amounts stated below:

<b><u>SCHEDULE</u></b>	<b><u>LIMIT</u></b>
<b><i>WORKERS COMPENSATION</i></b> As required by the State of South Carolina.	Statutory
<b><i>COMPREHENSIVE GENERAL LIABILITY</i></b> Premises Operations Single Limit Contractual Liability Independent Contractors Personal Injury Products - Completed Operations	\$1,000,000 (per occurrence)
<b><i>PROFESSIONAL LIABILITY</i></b>	\$1,000,000/\$3,000,000 (per occurrence)
<b><i>AUTOMOBILE LIABILITY</i></b> All Owned, Non-Owned, and Hired	\$ 600,000 Combined (per occurrence or tort claim liability, whichever is greater)

**4.2.02** The contractor's comprehensive general liability policy shall also include blanket contractual liability coverage or shall be endorsed to cover the liability assumed by the contractor. Said insurance shall be written by a company or companies approved to do business in the State of South Carolina and acceptable to the County. Before commencing any work hereunder, certificates evidencing the maintenance of said insurance shall be furnished to the County of Lexington. The County of Lexington, its officials, employees and volunteers are to be covered as insured's as respects: liability arising out of activities performed by or on behalf of the contractor, including the insured's general supervision of the contract; products and completed operations of the contractor; premises owned, occupied or used by the contractor; or automobiles owned, leased, hired or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County of Lexington, its officials, employees or volunteers. To accomplish this objective, the County of Lexington shall be named as an additional insured under the contractor's insurance as outlined above.

- 4.2.03** The contractor shall take out and maintain, during the life of this contract, the statutory Workmen's Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the project under this contract, and in case any such work is sublet, the contractor shall require the subcontractor similarly to provide Workmen's Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.
- 4.2.04** *Other Insurance:* This insurance is primary, and our obligations are not affected by any other insurance carried by the additional insured whether primary, excess, and contingent or on another basis.
- 4.2.05** Each insurance required by the County of Lexington shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County of Lexington.
- 4.2.06** Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein.
- 4.2.07** All certificates and endorsements must be received and approved by the County of Lexington within ten (10) days after notification of award.
- 4.2.08** The County, its officers and employees shall be named as an "additional insured" in the Automobile and General Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage "is primary to all other coverage the County may possess".
- 4.3.00** ***SOCIAL SECURITY***
- 4.3.01** The contractor shall be and remain an independent contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liabilities for the payment of any and all contributions or taxes for Social Security, unemployment insurance, or old age retirement benefits, pensions, or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries, or other compensation paid to persons employed by the contractor or work performed under the terms of this award and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by duly authorized state and federal officials; and said contractor also agrees to indemnify and save harmless the County from any such contributions of taxes or liability hereof.
- 4.4.00** ***WORKER'S COMPENSATION COVERAGE***
- 4.4.01** The contractor shall comply with the State law known as the Worker's Compensation Act. The contractor shall maintain such insurance as will protect both contractor and the County from claims under Worker's Compensation Acts and from any other claims for damages for personal injury, including death, which may arise from operations under this contract, whether such operations are by the contractor or anyone directly or indirectly employed in the work.
- 4.5.00** ***TERM OF CONTRACT / OPTION TO EXTEND:***  
The County of Lexington is soliciting competitive proposals to establish a term contract for providing and delivering services and/or commodities listed herein. The term of the contract shall be for a five (5) year period with the option to extend an additional three (3) years. The County of Lexington may extend the contract if it appears to be in the best interest of the County and is agreeable with the contracted vendor.

**4.5.01 CONTRACT ADJUSTMENTS:**

Should an extension or revision be requested, written requests for contract revisions may be submitted in writing to the County of Lexington ninety (90) days prior to the end of the current contract period (initial contract period is defined as five (5) years). These requests shall be forwarded by registered mail to ensure delivery. The County reserves the right to accept or decline any requested revision. Any requested revision shall be accompanied by supportive documentation. The County of Lexington will accept or decline the requests for a contract revision, in written form, within thirty (30) days following the date of the request. No revision shall be effective until approved in writing by the Procurement Manager.

## **V. SCOPE OF WORK & SERVICES TO BE PROVIDED**

### **BANKING SERVICES**

#### **5.1.00     *CURRENT SITUATION***

##### **5.1.01 Current Status**

The seven (7) County departments represented by this RFP have approximately 120 separate accounts that require banking services including, but not limited to, the services outlined in this document. A current list of accounts by department is provided below:

##### **5.1.01.1 Treasurer's Office**

1. General Account – a concentration account used for the custody of the County's operating funds;
2. Tax Holding Account – a clearing account for property tax receipts. Collections are deposited daily and then disbursed to the General Account or the Debt Service Account monthly;
3. Debt Service Account – an account used for the custody and disbursement of funds collected for the purpose of servicing the outstanding debt of the County and other agencies for which the Treasurer acts as a paying agent;
4. Property Tax Sale Account – an account used for the custody of funds collected from the sale of property due to failure to pay property taxes;
5. Fireman's 1% Fund Account – an interest bearing account used for the custody and disbursement of the money collected from insurance companies for the benefit of the Fire Districts (See also Section 5.2.12 for the purchasing card program associated with this account);
6. Installment Program Account – an interest-bearing clearing account for tax installment receipts. Collections are deposited throughout the year and then disbursed to the Tax Holding Account. This must be an interest bearing account as required by state law; and
7. ACH Account – a clearing account used for ACH credits only. Funds are disbursed to the General Account monthly.

The average available balance for this department is \$45,000,000.

Reference the charts below for the type and volume of services used for the Treasurer's accounts. The services are shown in two groups: (1) General Banking and (2) Lockbox Services.

<b>Estimated Annual Activity - Treasurer (7 Accounts)</b>	
Deposits and Other Credits	2,631
Items Deposited	140,693
Items Deposited (Remote Deposit Capture)	130,196
Checks Paid and Other Debits	10,762
Coin Roll Sales (Change Order)	2,052
Currency Sales (Change Order)	59,784
	\$10,866,45
Coin and Currency Deposited	2
Returned Deposit - 1st Presentment	261
Returned Deposit - 2nd Presentment	354
<b>Wire Transfer Services:</b>	
Online Non Repetitive Wire	69
Online Repetitive Wire	102
Incoming Wire	49
Wire Advice-Email Preferred	49
<b>Remote Deposit Capture Services:</b>	
RDC Monthly Maintenance	36
RDC Items Deposited	130,441
<b>ACH Services:</b>	
ACH Received Credit	1,336
ACH Received Debit	43
ACH Acct Block Service Maintenance	84
FEDI Addenda	161
FEDI Statement	166
<b>EDI Services:</b>	
Web Sm Bus Monthly Maintenance	12
Web Sm Bus Per Item Fee	1,220
<b>Reconciliation Services:</b>	
Online Positive Pay Maintenance	48
Online Pos Pay/Payee-Items	9,811
Online Pos Pay Issue File	546
<b>Information Services:</b>	
Online PD Acct Maint	48
Online CD Acct Maint	48
Online Acct Transfer	357
Online Image Retrieved	136
Online PD Items	14,390
Online CD Items	3,327
Online Stop Pay Monthly Maintenance	60
Online Stop Payment-6 Month	24
<b>(END)</b>	

<b><i>Estimated Annual Activity - Treasurer Retail Lockbox (2)</i></b>	
Retail Lockbox Maintenance	36
Retail Lockbox Full Items	107,852
Retail Lockbox Partial Items	14,613
Retail Lockbox Multi Balanced	26,207
Retail Lockbox Multi Unbalanced	11,355
Retail Lockbox Cash Deposits	5
Retail Lockbox Deposits	406
Retail Lockbox Exceptions	25,470
Retail Lockbox Data Transmission	18
Retail Lockbox MICR Repair	10,375
Retail Lockbox OCR Repair	171,394
Retail Lockbox Courier Pkg Delivery	18
Retail Lockbox CD Fee	18
Retail Lockbox Exception Item Image	43,624
Retail Lockbox Inbound Overnight Delivery	339
Retail Lockbox Image Maintenance Fee	18
Retail Lockbox Per Check Imaged	134,871
Retail Lockbox Per OCR Coupon Imaged	157,254
Retail Lockbox Web Exception Maintenance	18
Retail Lockbox Web Exception Per Item	3,043
Retail Lockbox Summary Email	12
Retail Lockbox Package Prep	30
Returned Deposit - 1st Presentment	80
Returned Deposit - 2nd Presentment	37
<b><i>(END)</i></b>	

### **5.1.01.2 Clerk of Court**

1. Bond Account – bond postings for General Sessions court;
2. Family Court Account – currently utilizes debit card service for child support payments. Information reporting on active and inactive cards balances is required for this service;
3. Jury Account – Basic checking account to make juror payments;
4. Trust Account;
5. Eight (8) other basic checking accounts for various Clerk of Court functions; and
6. Separate interest bearing escrow accounts established for specific court cases. The amount of active accounts varies; currently, there are approximately sixty (60) escrow accounts. Additional escrow accounts will need to be provided as needed. One deposit is made to an account and funds stays in that account until disbursed with one check and closed.

The Clerk of Court utilizes night depository services.

The average available balance for this department is \$865,000.

Reference the attached chart for the type and volume of services used for the Clerk of Court's accounts.

<b>Estimated Annual Activity - Clerk of Court (72 Accounts)</b>	
Deposits and Other Credits	3,496
Items Deposited	66,731
Checks Paid and Other Debits	10,715
Coin and Currency Deposited	\$3,914,080
Night Depository Services	876
Returned Deposit - 1st Presentment	38
<b>ACH Services:</b>	
ACH Received Credit	725
ACH Acct Block Service Maintenance	35
ACH Return Items	71
ACH Originated Items Total	80,028
ACH File - Online	247
<b>Reconciliation Services:</b>	
Serial Sort Recon Maintenance	36
Serial Sort Recon Items	95
Full Recon Maintenance	12
Full Recon Items	8,355
Recon File - Transmission	12
CD-ROM Maintenance	17
CD-ROM Items	9,559
CD-ROM Disk	17
CD-ROM Duplicate Disk	12
CD-ROM Multiple Acct Fee	17
Online Positive Pay Maintenance	60
Online Pos Pay/Payee-Items	104
Online Positive Pay Maint w/Recon	12
Online Positive Pay/Payee - Items w/Recon	8,066
Online Pos Pay Issue File	404
<b>Information Services:</b>	
Online PD Acct Maint	132
Online Image Retrieved	256
Online - PD Loaded Items	14,888
Online Stop Pay Maint	131
Online Stop Payment-6 Month	4
<b>(END)</b>	

### 5.1.01.3 Finance Department

1. Payroll Account – used for the mandatory direct deposit of approximately 1,500 employee salaries on a bi-weekly basis. This account has an imprested balance of \$5,000;
2. Operating Account – used for the disbursement of funds for the County’s general operations. This account has an imprested balance of \$25,100;
3. Employee Health Insurance Account – used for the disbursement of payments related to the County’s employee health insurance plans. Also, ACH debit transactions are processed by a third party vendor. This account has an imprested balance of \$2,500;
4. Ameriflex Medical Spending Account – Pre-tax employee funds are transferred into this account and daily ACH debits are processed by a third party vendor to release funds on medical payments. This account has an accumulated balance of forfeitures; and
5. Post Employ Reimbursement – Retired employee health insurance premiums are deposited in this account and then the retired employee is reimbursed with a check for the premium. This account has an imprested balance of \$5,000.

The average available balance for this department is \$2,600,000.

Reference the chart below for the type and volume of services used for Finance’s accounts.

<b>Estimated Annual Activity - Finance (5 Accounts)</b>	
Deposits and Other Credits	283
Items Deposited	10
Checks Paid and Other Debits	25,462
Coin Roll Sales	1,908
Currency Sales	54,840
<b>ACH Services:</b>	
ACH Credit	44
ACH Debit	411
ACH Acct Block Service	12
ACH Originated Items (Payroll)	40,258
ACH File Upload (Payroll)	26
<b>Reconciliation Services:</b>	
Online Positive Pay Maintenance	24
Online Pos Pay Upload Items	24,551
<b>Information Services:</b>	
Online PD Acct Maint	60
Online CD Acct Maint	24
Online Acct Transfer	27
Online Image Retrieved	41
Online PD Items	26,038
Online CD Items	307
Online Stop Pay Maint	60
Online Stop Payment-6 Month	61
<b>(END)</b>	

#### 5.1.01.4 Lexington County Sheriff’s Department

The Sheriff's Department operates several checking accounts that need deposit and check writing functions.

1. Seizure Funds Account – Non-narcotic seizures or found property;
2. Narcotic Seizure Funds Account – Trust fund for narcotic related seizures;
3. Narcotics Buy Money Account – Buy Money and informant's expenses. This account would require ATM accessibility to the Sheriff's Department. ATM cards should be issued in the Sheriff's Department name to be utilized by individual officers as needed;
4. Special Investigation Account – Flash money for large drug investigations. This account allows officers to withdrawal up to \$40,000 in cash as needed and redeposit within 48 hours;
5. Civil Process and Warrants Account – Collection and disbursement of civil processing and warrant fees;
6. Unclaimed Inmate Commissary Funds Account; and
7. Detention Center Inmate Worker Compensation Account – Used to pay inmate worker compensation.

Section 44-53-520 (i) of the Code of Laws of South Carolina requires seizure funds to be deposited into an interest bearing account.

The average available balance for this department is \$25,000.

Reference the chart below for the type and volume of services used for Sheriff's accounts.

<b>Estimated Annual Activity - Sheriff (7 Accounts)</b>	
Deposits Per Year	12
Items Deposited Per Year	531
Image Retrieval	343
Coin & Currency Deposited	\$42,745
<b>(END)</b>	

Magistrate Court Services currently maintains nineteen (19) checking accounts. Other accounts may need to be opened throughout the contract period. These accounts are mandated under the S.C. Supreme Court Order of March 13, 2007. This mandate indicates that each magistrate should have at least two separate bank accounts: a civil and a criminal/traffic account. Also, this mandate states that each Magistrate must make deposits (1) daily, or upon accumulation of \$250, whichever occurs less often; (2) on each Friday; (3) and on the last working day of the month. It is also mandated that each deposit slip must be prepared in triplicate.

Magistrates make deposits at bank branches that are convenient to the magistrate offices. They also utilize night depository services.

The average available balance for this department is \$416,000.

Reference the chart below for the type and volume of services used for Magistrate accounts.

<b>Estimated Annual Activity - Magistrates (19 Accounts)</b>	
Deposits Per Year	3,354
Items Deposited Per Year	8,336
Checks Paid and Other Debits	1,288
Coin Roll Sales (Change Order)	\$76
Currency Sales (Change Order)	\$16,491
Coin & Currency Deposited	\$2,310,124
Night Depository Services	1,009
Returned Deposit - 1st Presentment	6
<b>ACH Services:</b>	
ACH Credit	1,557
<b>(END)</b>	

### 5.1.01.6 Library

This is a non-interest bearing checking account with general deposit and check writing services. The Library account receives deposits from its branches when they collect overdue book fines and payments for lost or destroyed books. Checks are written to refund payments when a book is returned that was previously reported lost or stolen.

The average available balance for this department is \$20,000.

The Library makes deposits at bank branches that are convenient to the Library branch locations.

Reference the chart below for the type and volume of services used for the Library's account.

<b>Estimated Annual Activity - Library (1 Account)</b>	
Bank Deposits Per Year	1,075
Items Deposited Per Year	3,627
Checks Paid and Other Debits	281
Coin & Currency Deposited	\$234,183
Returned Deposit - 1st Presentment	15
<b>(END)</b>	

### 5.1.01.7 Register of Deeds

This is a non-interest bearing checking account with general deposit and check writing services. This account is mandated by state law to take cash bonds to release Mechanic's Liens. It has minimal activity with an average of two checks written per fiscal year out of the account.

### **5.2.00 SCOPE OF WORK**

The services required to accommodate the County's current and anticipated banking needs are extensive and vary among departments and accounts. The County intends for the scope of the RFP to encompass all bank accounts in the name of the County of Lexington as listed in the introduction.

#### **5.2.01 Services to Be Provided**

For information on the volume and type of services that apply to specific accounts or departments, please refer to Section 5.1.01. Pricing information is required for all services listed.

The County reserves the right to revise, update, and amend such services as necessary throughout the duration of the contract.

#### **5.2.02 General Deposit and Disbursement Services**

These services, comprised of the deposit and disbursement of checks, coin & currency and other paper items, are required for all accounts covered under this RFP.

The financial institution must provide MICR encoded deposit slips for each account at no additional cost to the County. The magistrate accounts must be provided triplicate deposit slips as mandated by state law.

The financial institution shall provide necessary depository bags to all departments and night depository services for all magistrate accounts and Clerk of Court accounts as needed.

The Treasurer's Office utilizes Remote Deposit Capture for three (3) accounts. Currently two (2) remote deposit capture machines are used by the Treasurer. Describe the bank's ability to process checks by Remote Deposit along with any system and hardware requirements.

Provide the policy regarding the notification and resolution of deposit discrepancies. Include any disclosures of the measures adopted to verify controls over the processing of deposits.

#### **5.2.03 Lockbox Services**

The Treasurer's Office utilizes a retail lockbox for real estate tax payments and a retail lockbox for vehicle tax payments. The real estate lockbox is open from October through February each year and the vehicle lockbox is open year round. The lockboxes process approximately 65,000 real estate payments and 100,000 vehicle payments annually. There were approximately 5,000 real estate exceptions and 11,000 vehicle exceptions for the same time period.

The majority of all lockbox exceptions are created when taxpayers utilize their bank's online bill pay option. This results in a significant number of out-of-balance transactions. Describe any solutions available that will limit the number of these exceptions.

Provide the physical location of your lockbox and indicate whether you can provide a local address for the remittance of tax payments and any processing delays caused by providing a local address.

Describe in detail the lockbox system you are proposing for the processing of tax payments. Describe the lockbox processing workflow. Highlight your quality control checkpoints, security and include a schematic or flow chart of the processing procedures.

Please address the following specifically:

1. What is the ledger cut-off time for lockbox deposits including weekends and holidays?
2. What is the latest mail pickup to be included in the current day's deposit?
3. In what standard file formats does the bank transmit information? How will this information be transmitted (website, file transfer, etc.)? What time will this information be available to upload to the County tax system for current day activity?

4. Describe the bank's procedures for processing exception items. Do you offer exception review and decision capability online?
5. Can you provide daily images of all checks, envelopes and remittance documents and in what format? How long are online images available? Are CD-ROM's available for extended storage capability?
6. If other correspondence is included with the check and remittance document, how will these documents be transmitted to the County?
7. What are the OCR line and coupon size requirements for the County?

The Treasurer's Office prefers to make this process paperless when possible. Please provide responses based on this preference.

During the evaluation/interview process the County reserves the right to examine/observe the proposer's lockbox facility.

#### **5.2.04 Electronic Transfer of Funds**

Required services include the following:

1. Accepting and sending ACH transactions;
2. ACH debit blocking;
3. Secure electronic method to initiate intra-bank transfers.; and
4. Secure electronic method with dual authorization for repetitive and non-repetitive wire transfers.

Describe the financial institution's process for each of these services including security features, same day credit and debit availability, and the remittance information that accompanies the transactions. Provide options for notification of transactions.

Explain the ACH service concerning the direct deposit of employee paychecks. There are approximately 1,600 employees participating in the County's mandatory direct deposit program on a bi-weekly basis.

Address the financial institution's ability to act as a federal clearinghouse for federal funds due to the County as well as an Automated Clearing House for the electronic transmission of Federal and State tax payments.

It is required that all of these functions be available through an online banking service.

The Treasurer, the Finance Department and the Clerk of Court utilize ACH services. Only the Treasurer uses the wiring and intra-bank transfer functions.

#### **5.2.05 Positive Pay**

The Treasurer's Office, Finance Department, and the Clerk of Court utilize a positive pay function through an online banking service. Describe your positive pay process including how the county would transmit check issuance information to the bank, deadlines for transmission, the notification and clearing of exceptions, and the reporting capabilities of the function.

#### **5.2.06 Stop Payment**

An online stop payment function is required for the Treasurer's Office, Finance Department and the Clerk of Court. Please explain your process.

#### **5.2.07 Account & Analysis Statements**

Explain the options your financial institution offers for monthly account and analysis statements, including any optional reconciliation services. The financial institution should provide monthly analysis statements, grouped by department, to the Treasurer for the purpose of managing compensating balances. Monthly account statements should be provided to each department.

Provide the number of days after month end that bank statements, CD-ROMs, and Account Analysis Statements would be provided to the County online and by mail. Bank statements and analysis statements are required for all accounts and CD-ROMs as indicated by department in Section 5.1.01.

Online access to account and analysis information is preferable. This information should be sorted by account and at group level which will reflect average ledger balance, average collected balance, balance requirement, average available balance, rate and amount of earnings credit, and detail of services provided with quantities and unit fees for each to arrive at a total service cost.

Historically, the County has utilized Serial Sort and CD-ROM reconciliation services on a department specific basis.

Please provide samples of your statements.

#### **5.2.08 Returned Checks**

Explain your options for processing returned items. The County requires all checks returned for uncollected and insufficient funds to be presented twice before debiting the County accounts. The County requests that daily e-mailed notifications and online access to electronic images of returned items.

Describe any options the bank may offer to increase the collection of NSF checks.

#### **5.2.09 Online Services**

The County requires online banking service for multiple users for the Treasurer's Office, Finance Department, and Clerk of Court with the option to provide availability to other departments as needed.

Online services to be provided include the following:

1. Fund Transfers;
2. Wire Transfers;
3. ACH transactions;
4. Stop Payments;
5. Positive Pay; and
6. Access to bank account balance and transaction detail on a historical and same-day basis.

The Treasurer's Office requires online reporting of previous day summary and detail activity to be available no later than 8:00 a.m. E.S.T.

Provide a detailed description of your system and its abilities and the security features. Also, include an example of the types of information reporting available.

#### **5.2.10 Fraud Prevention Services**

Describe any fraud prevention services that your bank can offer the County as it relates to check fraud and electronic fraud.

#### **5.2.11 Automated Teller Machines**

Provide automated teller machines (ATM) for the lobby of the County Administration Building and the Judicial Center. The selected financial institution would install, operate, maintain and manage the ATMs.

In the cost section, provide the monthly cost for two cash disbursement ATMs. The County would prefer that the ATM cost be built into the compensating balance arrangement.

#### **5.2.12 Purchasing Cards**

Currently, the Treasurer's Office utilizes purchasing cards for the day-to-day operations of the County fire station's 1% Insurance Fund. The bank should provide information on its Purchasing Card Program including, but not limited to: online card management processes, payment options, card control and usage restrictions, reporting capabilities, system requirements, and security features. Additionally, the bank should provide interest-free repayment terms. Currently, Lexington County Fire Service has ten (10) active purchasing cards with a credit limit of \$5,000.00 each and an estimated total average monthly spending of \$6,000.00

#### **5.2.13 Optional Services**

Describe any service enhancements based upon the information presented in this RFP and the institution's knowledge of public sector, governmental, and institutional banking that the County should consider.

Please include all detailed pricing information for such services. The County in reviewing the proposals will also generally access these services. The County reserves the right to add other services, at reasonable cost, during the term of the contract. Services that the county may want to explore in the future include, but are not limited to, the following:

1. The Clerk of Court has indicated an interest in armored car/courier services for the pick-up and delivery of deposits. Please explain any options that you offer related to this interest.
2. The Treasurer would like to explore the local bank branches capability of accepting tax payments for current real estate bills. Please describe how your institution could offer this service.

#### **5.2.14 Services Not Required**

The services covered by this RFP relate primarily to collections and disbursements. Investments and investment services, other than cash management, are not included and will continue to be administered by the County Treasurer. Merchant Services is also not required in this RFP.

### **5.3.00 REQUIREMENTS**

#### **5.3.01 Minimum Qualifications**

To be considered for selection, proposing banks must have at least the following qualifications:

1. Be chartered to do business in South Carolina.
2. Be a member of the Federal Reserve System and have access to all services.
3. Have deposits insured by the FDIC.
4. Maintain a full-service branch within close proximity (2 miles) to the County Administration Building and have a sufficient number of branches within the County to provide access to the various County Departments (provide map of all locations within Lexington County and complete Exhibit 1).
5. Financial statements for the past two (2) years – (See 6.3.04).

The Committee reserves the right to determine whether financial institutions have the minimum qualifications to conduct the requirements of this solicitation. The above requirements are also a continuing condition of the award. The selected financial institution shall maintain these minimum qualifications throughout the duration of the contract.

#### **5.4.00 Collateralization**

All of the County's deposited funds must be one hundred percent (100%) collateralized by federal, state, or municipal securities to the extent that deposits exceed protection by the Federal Deposit Insurance in accordance with Section 11-13-60 of the Code of Laws of SC. These securities must be held by a third party as escrow agent or custodian, of a market value not less than the amount of funds so secured, including interest.

The amount pledged as collateral must be evaluated on a daily basis to ensure that all of the County's funds are adequately collateralized. If an increase in collateral is needed, it must be done at that time; collateral cannot be decreased without the written consent of an authorized County Treasurer signatory.

The financial institution shall provide the County Treasurer's Office a report of securities pledged at the end of each month or at any time requested by the Treasurer.

#### **5.5.0 Implementation Plan**

Please provide a detailed implementation schedule including the names or titles of parties responsible

for each task with a projected January 1, 2015 start date.  
Include any possible testing deadlines and indicate the number of hours County employees would be expected to dedicate to training.

## **VI. PROPOSAL PRESENTATION**

## **6.1.00 DELIVERY OF PROPOSALS**

- 6.1.01** Nine (9) copies of the proposals shall be delivered or mailed in a sealed envelope addressed to Procurement Services, County Administration Building, 212 South Lake Drive, Lexington SC 29072 prior to the specified date and time. ***Proposals submitted must show the proposal number on the outside of the package.*** Of the copies submitted, each copy shall be numbered 1 - 9 with proposal #1 containing all original documentation and original signatures. Offerors must complete all forms included in this RFP. Failure to include all forms may result in disqualification of the offeror's proposal. The cost portion of the proposal should be submitted in a separate sealed envelope and also labeled as such. Each Offeror shall also provide one (1) original version and one (1) redacted version of the proposal in CD format. Offerors shall complete all forms included in this RFP. ***Failure to include all forms including a properly formatted CD's may result in disqualification of the Offeror's proposal.***
- 6.1.02** All proposals should be concise and clear, and should convey all of the information requested by the County. Proposals should be prepared simply and economically. All proposals shall be complete and effective to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.
- 6.1.03** All offerors must submit their responses in the form of a "Technical Proposal" and "Cost Proposal". The "Cost Proposal" **must be submitted under separate cover.** Both the "Technical Proposal" and the "Cost Proposal" must be clearly labeled.
- 6.1.04** There is no intent to limit the contents of proposals. Offerors may include any information deemed pertinent in addition to that outlined below. Failure to provide all required information may result in the proposal being non-responsive. *If your proposal includes any information or materials other than the information requested in the Request for Proposal, you are to include this information as a separate appendix to your proposal.*
- 6.1.05** The County of Lexington reserves the right to reject any or all proposals in whole or in part.
- 6.2.00 ORDER OF PRESENTATION - TECHNICAL PROPOSAL**  
It is requested that the following section headings with dividers be used in offeror responses to this RFP:
- Statement of Qualifications
  - References
  - Personnel
  - Understanding of the Project
  - Treatment of the Issues
  - RFP Forms Appendix

**6.3.00**     **STATEMENT OF QUALIFICATIONS**

**6.3.01**     Each offeror must demonstrate its firm’s competence, qualifications, and ability to perform the services requested in this RFP.

**6.3.02**     Must be licensed to do business in the State of South Carolina.

**6.3.03**     Substantial compliance with the Request for Proposals content and format.

**6.3.04**     Provide a current financial statement, including balance sheets and profit and loss statements covering the last two (2) fiscal years.

**6.3.05**     Certification from the offeror that he has the ability to commence full operations within sixty (60) days after notification of award.

**6.4.00**     **REFERENCES**

**6.4.01**     Provide listing of all agencies at which the offeror has or has had a valid contract for similar services at any time during the five (5) year period immediately preceding date of this request, including the following information for each agency/entity.

- (1)     Name of Agency.
- (2)     The term of the offeror's current contract.
- (3)     Provided a list five (5) customer references that are currently under a banking services contract. Provide a contact name, email address, and telephone number of an official who can be contacted regarding the offeror's performance.
- (4)     Any performance evaluations that may have been conducted.

**6.5.00**     **PERSONNEL**

Offeror must identify in this section, each member of its staff who will participate in the project and the nature and scope of that person’s responsibilities and duties. Resumes of staff are required which will indicate education, background, and recent relevant experience in the banking industry..

Current telephone numbers must be included. The offeror must demonstrate how its proposed staffing plan will be sufficient to complete the services required in a timely fashion.

The personnel to work on this project as identified in the proposal are considered to be essential to the services to be provided. No personnel substitutions following contract award will be made without the prior consent from the County. All requested substitutes must be submitted in writing, together with resumes, for approval. All replacements must be of equal or superior stature and will be paid at the same rate as the person being replaced.

The proposal shall list the names and telephone numbers of the principals authorized to conduct negotiation.

**6.6.00**     **UNDERSTANDING OF THE PROJECT**

In this section, the offeror shall discuss the requirements, item by item, as outlined in section five, Scope of Work. Provide a description of the offeror’s approach, technique and procedures to accomplish the scope of services identified and required by this document.

**6.7.00**     **TREATMENT OF ISSUES**

Provide certification that offeror has the ability to commence full operations within sixty (60) days after notification of award. In this section offerors also may comment, if deemed appropriate, on any of the issues within the Request for Proposals, including suggestions on possible alternative approaches.

**6.8.00 RFP FORMS**

This section should include signed copies of the following RFP forms:

- Non-Collusion Affidavit
- Certificate of Familiarity
- Acknowledgment of addendums as applicable

**6.9.00 COST PROPOSAL**

**The offeror must submit a cost proposal in a separate binder.** The proposed cost should be based on the assumptions and requirements described in the RFP and should include all costs associated with the banking services described in this RFP. Do not insert a “0” (zero) as a response if an item cannot be provided. Instead, enter “N/A”. The County reserves the right to recalculate the proposed price in the event of errors.

The County is requesting that all responding financial institutions submit three (3) separate cost proposals for:

- (a) All banking services excluding lockboxes;
- (b) Lockbox services only; and
- (c) All banking services.

Costs shall be firm for the initial term of three (3) years unless terms are adjusted by mutual agreement. This may be provided as the same cost for years 1, 2 & 3. At year 4, the contract cost may be adjusted in accordance with any increase/decrease in the CPI as previously outlined in this request for proposal.

**VII. OVERVIEW OF REQUIREMENTS**

**7.01.00 PROJECT MANAGEMENT PLAN**

In this section, the offeror will describe the organizational structure listing all key personnel functions. List each individual from your company that you anticipate would be involved if your proposal were accepted. A brief description of each person’s educational background and experience which enables them to fulfill their responsibilities should be included. Offerors may propose alternate solutions to those suggested herein, but must explain the benefits of those solutions to the County in their reply to this RFP.

**7.02.00 APPENDIX A**

Include in the appendix any additional information or materials which may be helpful to explain or evaluate the proposal. Offerors may submit, as an option, any additional items which they wish to propose or provide any additional information that they feel is significant to include.

**7.03.00 APPENDIX B – MARKETING LITERATURE (OPTIONAL)**

## **VIII. COST PROPOSAL**

### **8.1.00**     ***SUBMITTING THE COST PROPOSAL***

For information on the type of services that apply to specific accounts or departments, please refer to Section 5.1.01. Do not insert a “0” (zero) as a response if an item cannot be provided. Instead, enter “N/A”.

The County is requesting that all responding financial institutions submit three (3) separate cost proposals for:

- (a) All banking services excluding lockboxes;
- (b) Lockbox services only; and
- (c) All banking services.

Please complete the Cost Proposal worksheet on the Attached pages.

## **IX. CALENDAR OF EVENTS**

**RFP AVAILABLE TO VENDORS..... JULY 28, 2104**

**ADVERTISEMENT IN SCBO - ONLINE .....JULY 31, 2104**  
(South Carolina Business Opportunity)

**POST CARDS NOTIFICATIONS MAILED.....JULY 28, 2104**

**NON-MANDATORY PRE-PROPOSAL CONFERENCE.....AUGUST 14, 2014**  
2:00 P.M. E.S.T.  
Meeting to be held in Committee Room  
212 South Lake Drive, 2<sup>nd</sup> Floor  
Lexington, SC 29072

Questions raised at the pre-proposal conference requiring written response, must be submitted in writing on the day of the conference. Responses to all requests will be posted on the County websites and forwarded to all registered vendors

**DEADLINE FOR ADDITIONAL WRITTEN INQUIRIES..... AUGUST 18, 2014**  
**4:00 PM E.S.T.**  
Fax to the Procurement Officer 803-785-2240

**WRITTEN RESPONSES TO VENDORS..... AUGUST 20, 2014**

**If downloading this solicitation from our website or alternate internet location, it is the responsibility of the bidder to email [jhyde@lex-co.com](mailto:jhyde@lex-co.com) to be registered as a potential bidder to receive any subsequent amendments.**

Responses will be made available to all registered vendors and on Lexington County website at:  
<http://www.lex-co.sc.gov/departments/DeptIQ/procurement/Pages/BidOpportunities.aspx>

**DEADLINE FOR RECEIPT OF PROPOSALS ..... AUGUST 28, 2014**  
4:00 p.m. E.S.T.  
Lexington County Procurement Office – Ste 503  
212 South Lake Drive, 5th Floor  
County Administration Building  
Lexington SC 29072

**1<sup>ST</sup> EVALUATION COMMITTEE MEETING..... AUGUST 29, 2014**

**EVALUATION COMMITTEE MEETING..... SEPTEMBER 11, 2014**

**SCHEDULED INTERVIEWS.....SEPTEMBER 15-19, 2014**

**FINAL EVALUATION COMMITTEE MEETING ..... SEPTEMBER 25, 2014**

**PRESENT TO COUNTY COUNCIL .....OCTOBER 14<sup>th</sup> or 28<sup>th</sup>, 2014**

**ANTICIPATED CONTRACT START TIME.....JANUARY 01, 2015**

**If special accommodations are needed to participate in this public meeting, please contact the Procurement at (803) 785-8385 or [jhyde@lex-co.com](mailto:jhyde@lex-co.com) at least two (2) business days prior to the scheduled meeting date.**

**\*NOTE: Times are tentatively scheduled.**

NON-COLLUSION AFFIDAVIT

STATE OF SOUTH CAROLINA  
COUNTY OF LEXINGTON

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. He/She is the \_\_\_\_\_ of offeror that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither the said offeror nor any of its officers, partners, owners agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other offeror, firm or person to submit a collusive sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposal in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other offeror, firm or person to fix the price or prices in the attached proposal or of any other offeror, or to fix any overhead, profit or cost element of the proposal price of any other offeror or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Lexington or any person interested in the proposed contract; and
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the offeror or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2014

Company: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Notary Public

Printed Name: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

**CERTIFICATE OF FAMILIARITY**

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached proposal and other applicable information to the County, which I verify to be true and correct to the best of my knowledge. I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies or equipment, and is in all respects, fair and without collusion or fraud. I agree to aproposale by all conditions of this proposal and certify that I am authorized to sign this proposal. ***By submission of a signed proposal, I certify, under penalties of perjury, that the below company complies with section 12-54-1020(B) of the SC Code of Laws 1976, as amended, relating to payment of any applicable taxes.*** I further certify that this proposal is good for a period of ninety (90) days, unless otherwise stated.

_____ Company Name as registered with the IRS	_____ Authorized Signature
_____ Correspondence Address	_____ Printed Name
_____ City, State, Zip	_____ Title
_____ Date	_____ Telephone Number



LEXINGTON COUNTY VENDOR NUMBER \_\_\_\_\_  
***IF VENDOR NUMBER IS NOT SUPPLIED, THE BELOW SECTION MUST BE COMPLETED.***

_____ Remittance Address	
_____ City, State, Zip	_____ Fax Number
_____ Telephone Number	_____ Toll-Free Number if available
_____ Federal Tax ID Number	_____ SC Sales Tax Number

Option: Other commodities/services provided by your company



TO: JEFFREY A. HYDE – PROCUREMENT MANAGER  
FAX: 803-785-2240

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**REQUEST FOR WRITTEN RESPONSE TO QUESTIONS  
RFP NO.: P15001-08/28/14H  
BANKING SERVICES**

**Deadline for submitting questions are August 18, 2014 @ 4:00 P.M. E.S.T.  
All questions must be submitted in writing.**

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OFFEROR NAME AND ADDRESS:

DATE:

CONTACT PERSON:

TELEPHONE #:

FAX #:

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*(PLEASE REFER TO PAGE AND PARAGRAPH NUMBER WHEREVER POSSIBLE)*

**SOLICITATION #: RFP NO. P15001-08/28/14H**

**PROCUREMENT: BANKING SERVICES**

---

**"NO PROPOSAL" RESPONSE FORM**

To submit a *"No Proposal"* response for this project, this form must be completed for your company to remain on our proposalders list for commodities/services referenced. If you do not respond your name may be removed from this proposalders list.

Note: Please show the solicitation number on the outside of the envelope.

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Please check statement(s) applicable to your *"No Proposal"* response --

- Specifications are restrictive; i.e. geared toward one brand or manufacturer only (explain below).
- Specifications are ambiguous (explain below).
- We are unable to meet specifications.
- There was insufficient time to respond to the solicitation.
- Our schedule would not permit us to perform.
- We are unable to meet bond requirements.
- We are unable to meet insurance requirements.
- We do not offer this product or service.
- Remove us form your vendor list for this commodity/service.
- Other (specify below).

***Comments:***

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Company Name (as registered with the IRS)

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Authorized Signature

---

Correspondence Address

---

Printed Name

---

City, State, Zip

---

Title

---

Date

---

Telephone

---

FAX

# COUNTY OF LEXINGTON CONTRACT SAMPLE

## COUNTY OF LEXINGTON

Procurement Services  
212 South Lake Drive, Suite 503, 5th Floor  
Lexington, South Carolina 29072-3493

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Phone (803) 785-XXXX  
Fax (803) 785-2240

(Date)

Vendor Name  
Contact Person  
Address  
City, State Zip Code

Re: Proposal No. CXXXXX-XX/XX/XXX  
Contract Name

Dear Sir/Madam:

Enclosed are two (2) signed original contract forms for the above referenced project. Upon review and approval, please have each copy of the contract signed on behalf of your company and return one fully executed original of the contract along with certificate of insurance to my office.

We look forward to working with you on this project. Should you have any questions concerning this contract, please call me.

Sincerely,

Procurement Officer

STATE OF SOUTH CAROLINA        )        CONTRACT FOR \_\_\_\_\_  
COUNTY OF LEXINGTON            )

THIS AGREEMENT is entered into by and between the **County of Lexington, 212 South Lake Drive, Suite 503, Lexington, South Carolina 29072** (hereinafter referred as "County"), and (*Vendor Name*), (*Address*), (*City*), (*State*), (*Zip Code*) (hereinafter referred to as "Company").

NOW THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, the parties hereto agree as follows:

1.     **Scope of Contract.**     Company shall provide a portion of (*Contract Name*) pursuant to PROPOSAL No. *CXXXX-XX/XX/XX* (hereinafter referred to as the "PROPOSAL"). Any deviation from the PROPOSAL shall specifically be set forth in this contract. Any questions as to the product/services to be performed under this contract or day to day questions should be directed to the Procurement Manager of Lexington County or his designee.

2.     **Term of Contract.** The term of this contract shall commence on (*Date*) and shall continue for a period of XX (X) year(s). County shall have the right, but not the obligation, to renew this contract for XX (X) additional one-year periods under the same terms and conditions. This contract may be extended upon County written notice not less than thirty (30) days prior to the expiration of the initial term or any extension hereof.

3.     **Compensation.** County agrees to pay Company according to the schedule of charges attached hereto and incorporated herein as Exhibit "A" and there shall be no deviation from these charges without a written change order as provided for herein. The charges shall include all tariffs, taxes, fees and other assessments imposed from time to time by any federal, state, or local governments.

4.     **Payment Terms.** Payment will be made within thirty (30) days after acceptance of completed order/project.

5.     **Modification / Change Orders.** Any change orders, alterations, amendments or other modifications hereunder shall not be effective unless reduced to writing, signed by the County

and Company, and executed with the same formality as this contract.

6. **Termination**. This contract may be terminated pursuant to the PROPOSAL.

7. **Indemnification**. Company shall provide indemnification as set forth in the PROPOSAL.

8. **Breach / Waiver**. No term or provision hereof shall be deemed waived unless breach thereof is waived in writing and signed by the party claimed to have waived and consented. No consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall constitute a consent to, or waiver of, or excuse for, any difference or subsequent breach.

9. **Severability**. If any term or provision of this contract shall be found to be illegal or unenforceable, then, notwithstanding any such illegality or unenforceability, the remainder of said contract shall remain in full force and effect and such term or provision shall be deemed to be deleted and severable therefrom.

10. **Entire Agreement and Priority of Documents**. This document, together with all subordinate and other documents incorporated by reference herein, will constitute the entire agreement between the parties with respect to the subject matter contained herein and may only be modified by an amendment executed in writing by both parties. Company hereby agrees, except where this contract specifically indicates otherwise, all written proposals, specifications, brochures and sales materials presented by Company to County leading to this contract, and all other Company representations, commitments, warranties prior to and in connection with this contract, shall be deemed to be, and are, incorporated by reference into and made a part of this contract. Except as otherwise expressly stated, in the event of a conflict in the interpretation of the contract, the order of priority in descending order is (i) this document, (ii) the PROPOSAL, and then (iii) the Response.

IN WITNESS WHEREOF, the Company and the County have signed and executed this contract this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

WITNESSES: (VENDOR NAME)

\_\_\_\_\_

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

COUNTY OF LEXINGTON,  
SOUTH CAROLINA

\_\_\_\_\_

BY: \_\_\_\_\_

Procurement Officer

Procurement Manager

SAMPLE

# **EXHIBIT A**

SCHEDULE OF CHARGES:

SAMPLE

Section VII: Cost Proposal

	Estimated Annual Volume						Bank To Complete		
	Treasurer (7 Accts)	Clerk of Court (72 Accts)	Finance (5 Accts)	Sheriff (7 Accts)	Magistrates (19 Accts)	Library (1 Acct)	Price Per Unit	Total Price	Required Compensating Balance
<b>Basic Banking Services:</b>									
Maintenance Fee(s)	84	191	60	48	228	12			
Deposits and Other Credits	2,631	3,496	283	12	3,354	1,075			
Items Deposited	140,693	66,731	10	531	8,336	3,627			
Items Deposited (Remote Deposit Capture)	130,196	0	0	0	0	0			
Checks Paid and Other Debits	10,762	10,715	25,462	0	1,288	281			
Coin Roll Sales (Change Order)	\$2,052	\$0	\$1,908	\$0	\$76	\$0			
Currency Sales (Change Order)	\$59,784	\$0	\$54,840	\$0	\$16,491	\$0			
Coin and Currency Deposited	\$10,866,452	\$3,914,080	\$0	\$42,745	\$2,310,124	\$234,183			
Night Deposit Services	0	876	0	0	1,009	0			
Returned Deposit - 1st Presentment	261	38	0	0	6	15			
Returned Deposit - 2nd Presentment	354	0	0	0	0	0			
<b>Wire Transfer Services:</b>									
Online Non Repetitive Wire	69	0	0	0	0	0			
Online Repetitive Wire	102	0	0	0	0	0			
Incoming Wire	49	0	0	0	0	0			
Wire Advice-Email Preferred	49	0	0	0	0	0			
<b>Remote Deposit Services:</b>									
RDC Monthly Maintenance	36	0	0	0	0	0			
RDC Items Deposited	130,441	0	0	0	0	0			
<b>ACH Services:</b>									
ACH Received Credit	1,336	725	44	0	1,557	0			
ACH Received Debit	43	0	411	0	0	0			
ACH Acct Block Service Maintenance	84	35	12	0	0	0			
ACH Return Items	0	71	0	0	0	0			
ACH Originated Items Total	0	80,028	40,258	0	0	0			
ACH File - Online	0	247	26	0	0	0			
FEDI Addenda	161	0	0	0	0	0			
FEDI Statement	166	0	0	0	0	0			
<b>EDI Services:</b>									
Web Sm Bus Monthly Maintenance	12	0	0	0	0	0			
Web Sm Bus Per Item Fee	1,220	0	0	0	0	0			
<b>Reconciliation Services:</b>									
Online Positive Pay Maintenance	48	60	24	0	0	0			
Online Pos Pay/Payee-Items	9,811	104	24,551	0	0	0			
Online Pos Pay Issue File	546	404	0	0	0	0			
Online Positive Pay Maint w/Recon	0	12	0	0	0	0			
Online Positive Pay/Payee - Items w/Recon	0	8,066	0	0	0	0			
Serial Sort Recon Maintenance	0	36	0	0	0	0			
Serial Sort Recon Items	0	95	0	0	0	0			
Full Recon Maintenance	0	12	0	0	0	0			
Full Recon Items	0	8,355	0	0	0	0			
Recon File - Transmission	0	12	0	0	0	0			
CD-ROM Maintenance	0	17	0	0	0	0			
CD-ROM Items	0	9,559	0	0	0	0			



Section VII: Cost Proposal

	Estimated Annual Volume						Bank To Complete		
	Treasurer (7 Accts)	Clerk of Court (72 Accts)	Finance (5 Accts)	Sheriff (7 Accts)	Magistrates (19 Accts)	Library (1 Acct)	Price Per Unit	Total Price	Required Compensating Balance
Retail Lockbox Courier Pkg Delivery	18								
Retail Lockbox CD Fee	18								
Retail Lockbox Exception Item Image	43,624								
Retail Lockbox Inbound Overnight Delivery	339								
Retail Lockbox Image Maintenance Fee	18								
Retail Lockbox Per Check Imaged	134,871								
Retail Lockbox Per OCR Coupon Imaged	157,254								
Retail Lockbox Per Envelope Imaged									
Retail Lockbox Per Correspondence Imaged									
Retail Lockbox Web Exception Maintenance	18								
Retail Lockbox Web Exception Per Item	3,043								
Retail Lockbox Summary Email	12								
Retail Lockbox Package Prep	30								
Returned Deposit - 1st Presentment	80								
Returned Deposit - 2nd Presentment	37								
<b>Treasurer-Lockbox Services</b>									
<b>Lockbox Subtotal:</b>									
<b>(END COST PROPOSAL B: LOCKBOX SERVICES ONLY)</b>									
<b>Breakdown by Department:</b>									
<b>Treasurer-General Banking</b>									
<b>Treasurer-Lockbox Services</b>									
<b>Clerk of Court</b>									
<b>Finance</b>									
<b>Sheriff</b>									
<b>Magistrates</b>									
<b>Library</b>									
<b>GRAND TOTAL - ALL BANKING SERVICES:</b>									
<b>(END COST PROPOSAL C: ALL BANKING SERVICES)</b>									

**County of Lexington  
Department Locations**

		<b>Nearest Branch Proximity (in miles)</b>
<b>Administration Building</b> (Treasurer & Finance)	Administration Building 212 South Lake Drive Lexington, SC 29072	<hr/>
<b>Judicial Center</b>	Judicial Center 205 East Main Street Lexington, SC 29072	<hr/>
<b>Sheriff's Department</b>	Sheriff's Department 521 Gibson Road Lexington, SC 29072	<hr/>

**Libraries (10)**

Batesburg-Leesville  
203 Armory Street  
Batesburg, SC 29006

Cayce-West Columbia  
1500 Augusta Road  
West Columbia, SC 29169

Chapin  
129 N. W. Columbia Ave.  
Chapin, SC 29036

Gaston  
214 S. Main Street / P.O. Box 479  
Gaston, SC 29053

Gilbert-Summit  
405 Broad Street  
Gilbert, SC 29054

Irmo  
6251 St. Andrews Rd.  
Columbia, SC 29212

Lexington  
5440 Augusta Road  
Lexington, SC 29072

Pelion  
206 Pine Street  
Pelion, SC 29123

Swansea  
199 N. Lawrence Ave.  
Swansea, SC 29160

South Congaree-Pine Ridge  
200 Sunset Drive  
West Columbia, SC 29172

**Branch Proximity**  
(in miles)

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**Magistrate Services**

Chief Magistrate / Chief Court Administrator / Preliminary Hearings /  
Central Traffic Court (Suite A) / Lexington Magistrate (Suite B) /  
Criminal Domestic Violence Court  
139 East Main Street  
Lexington, SC 29072

**Branch Proximity**  
(in miles)

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Associate Chief Magistrate / Solicitor's Check Court / Transfer Court  
205 East Main Street, Suite 464  
Lexington, SC 29072

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Bond Court  
521 Gibson Road  
Lexington, SC 29072

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Irmo Magistrate  
111 Lincreek Drive  
Columbia, SC 29212

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Batesburg-Leesville Magistrate  
231 West Church Street  
Batesburg, SC 29006

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Swansea Magistrate  
500 Charlie Rast Road  
Swansea, SC 29160

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Oak Grove Magistrate  
428 Oak Drive  
Lexington, SC 29073

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Cayce-West Columbia Magistrate  
650 Knox Abbott Drive  
Cayce, South Carolina 29033

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