



**Invitation to Bid  
RFP 2010-BF-2**

**2010 Broward County Property Appraiser's  
Request for Banking Services**

**For Information Contact:**

**Holly Cimino, Director  
Finance, Budget and Tax Roll Management**

**954-357-6825**

**115 S Andrews Avenue, Room 111  
Ft. Lauderdale, FL 33301**

**[hcimino@bcpa.net](mailto:hcimino@bcpa.net)**

**[www.bcpa.net](http://www.bcpa.net)**

The Broward County Property Appraiser's office (BCPA), a constitutional office established under the Laws of Florida, is soliciting proposals for a primary banking relationship.

**TIME AND DATE DUE: Bids will be received until March 4, 2010, at 12:00 pm (noon), at which time they will all be publicly opened.** All interested parties are invited to attend this opening.

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**Important note: A prohibition of lobbying has been enacted.  
Please review paragraph A.14 carefully to avoid violation and possible sanctions.**

SECTION A: INFORMATION TO BIDDERS

BIDDERS MUST COMPLY WITH THE FOLLOWING INSTRUCTIONS TO BE CONSIDERED FOR SELECTION.

A.01 OPENING LOCATION

The bids will be publicly opened in the Broward County Property Appraiser's office, 115 S. Andrews Avenue, Room 111, Ft. Lauderdale, Florida, in the presence of the Property Appraiser, or her designee, and the Director of Finance, Budget and Tax Roll Management on March 4, 2010, at 12:00 pm (noon). All bidders or their representatives are invited to be present.

A.02 BID FORM DELIVERY REQUIREMENTS

Any bids received after the stated time and date will not be considered. It shall be the sole responsibility of the bidders to have their bid delivered to BCPA for receipt on or before the stated time and date. If a bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery. Bids delayed by mail shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the bidders' request and expense.

A.03 CLARIFICATION AND ADDENDA

Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the Request to Bid shall be made through the BCPA Director of Finance, Budget and Tax Roll Management. BCPA shall not be responsible for oral interpretations given by any employee of the BCPA, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given. If any addenda are issued to this Bid, BCPA will attempt to notify all prospective bidders who have secured same. However, it shall be the responsibility of each bidder, prior to submitting their bid, to contact the Director of Finance, Budget and Tax Roll Management to determine if addenda were issued and to make such addenda a part of their bid.

A.04 SEALED & MARKED

One (1) original bid, signed in blue ink, and one (1) copy of your bid shall be submitted no later than March 4, 2010, at 12:00 pm (noon) in one sealed package, clearly marked on the outside "Sealed Bid #RFP 2010-BF-2 " and addressed to:

Ron Gunzburger, General Counsel  
Broward County Property Appraiser  
115 S Andrews Avenue, Room 111  
Fort Lauderdale, FL 33301

A.05 LEGAL NAME

Bids shall clearly indicate the legal name, address and phone number of the bidder (company, firm, and partnership, individual). Bids shall be signed above the typed or printed name and title of the signer. The signer must have the authority to bind the bidder to the submitted bid.

A.06 BID EXPENSE

All expenses for making bids to BCPA are to be borne by the bidder.

A.07 DISCLOSURE

Upon receipt, responses become public records and shall be subject to public disclosure as required by Chapter 119, Florida Statutes.

A.08 RESERVED RIGHTS

BCPA reserves the right to accept or reject any and/or all bids, in whole or in part, to waive irregularities and technicalities, and to request resubmission. Any sole response received by the first submission date may or may not be rejected by BCPA depending upon available competition and timely needs of BCPA. BCPA reserves the right to award the contract to a responsible bidder submitting a responsive bid, with a resulting negotiated agreement which is most advantageous and in the best interests of BCPA. The bid price is a significant factor considered by BCPA in the award of the contract, but other relevant factors in the response are also considered. BCPA shall be the sole judge of the Bid, and the resulting negotiated agreement and its decision shall be final. Also, BCPA reserves the right to make such investigation as it deems necessary to determine the ability of any bidder to perform the work or service requested. Information BCPA deems necessary to make this determination shall be provided by the bidder.

A.09 APPLICABLE LAWS

Bidders must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Broward County will apply to any resulting agreement. A protest with respect to this Invitation to Bid shall be submitted in writing prior to the scheduled opening date of this bid, unless the aggrieved person did not know and could not have been reasonably expected to have knowledge of the fact giving rise to such protest prior to the scheduled opening date of this bid. Any protest shall be submitted within six calendar days after such aggrieved person knows or could have reasonably been expected to know of the facts giving rise thereto.

A.10 CODE OF ETHICS

If any bid violates, or any bidder is a party to a violation of, the State of Florida Code of Ethics for Public Officers and Employees per Florida Statutes, Chapter 112, Part III, such bidder may be disqualified from furnishing the goods or services bid upon and shall be further disqualified from submitting any future bids for work, goods or services to BCPA.

A.11 COLLUSION

By offering a submission to this Invitation to Bid, the bidders certify they have not divulged, discussed, or compared their bid with other bidders, and have not colluded with any other bidder(s) or parties to this bid whatsoever. Also, all bidders certify, and in the case of a joint bid each party certifies as to its own organization that in connection with this bid:

- a. any prices and/or data submitted have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices and/or cost data with any other bidder or with any competitor;
- b. any prices and/or cost data quoted for this bid have not been knowingly disclosed by the bidder prior to the scheduled opening directly or indirectly to any competitor;
- c. no attempt has been made or will be made by the bidder to induce any other person or bank to submit or not submit a bid for the purpose of restricting competition;
- d. the only person or persons interested in this bid as principal or principals is/are named therein, and no person other than therein mentioned has any interest in this bid or in the contract to be entered into; and
- e. No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees.

A.12 BID FORMS

Bids must be submitted in the format specified in Section B hereof. Additional support information may be included.

A.13 AMERICANS WITH DISABILITIES ACT

BCPA does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the BCPA's functions including one's access, participation, employment, or treatment in its programs or activities.

A.14 LOBBYING

After the issuance of any Invitation to Bid, prospective bidders, any agent, representative or person acting at the request of such bidder shall not contact, communicate with or discuss any matter relating in any way to the Invitation to Bid with any officer, agent or employee of BCPA other than the Director of Finance, Budget and Tax Roll Management, or as directed in the Request to Bid. This prohibition begins with the issuance of any Request to Bid, and ends upon execution of the final contract or when the request has been canceled.

A.15 PUBLIC ENTITY CRIMES

In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, or subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two (\$25,000) for a period of 36 months from date of being placed on the convicted vendor list.

A.16 DRUG-FREE WORKPLACE

BCPA adopted a policy regarding bidders maintaining a drug-free workplace. This policy prohibits the award of bids to any person or entity that has not submitted a written certification to BCPA that it has complied with those requirements. A Drug-Free Workplace Certification form is attached for this purpose.

A.17 EQUAL EMPLOYMENT OPPORTUNITY

BCPA, in accordance with provisions of Title VII of the Civil Rights Act of 1964 and the regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all prospective bidders that they will affirmatively ensure that in any contract entered into pursuant to this bid offering, minority business enterprises will be afforded full opportunity to participate in response to this offering and will not be discriminated against on the grounds of race, color, creed, sex, age, national origin, or sexual orientation in consideration for an award.

A.18 CONTRACT FORMS, TERM, EXTENSION

Any agreement, contract or purchase order resulting from the acceptance of a bid shall be on forms approved by BCPA. **The term for any such agreement shall be for one (1) year. At BCPA's option, four, one-year extensions will be permitted with the same terms and conditions of the original contract or as amended.** BCPA reserves the right to maintain and/or establish additional accounts in other banks if BCPA deems it necessary.

SECTION B: SCOPE OF SERVICES

B.01 MINIMUM QUALIFICATIONS

To be considered for selection, financial institutions must meet at least the following minimum qualifications:

<b>Requirements for each bidder to be considered are as follows:</b>	<b>Yes</b>	<b>No</b>
<b>Authority to offer banking services. Institution must hold a charter from either the United States Government or the State of Florida.</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Access to the Federal Reserve System. Institution must be a member of (or have access to) the Federal Reserve System and have access to all Federal Reserve System services</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Issuer Credit rating of A+ or A1 as measured by Standard &amp; Poor's or Moody's, respectively</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Qualified Public Depository as defined in the Florida State Statute 280.17 at time of contract</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Local banking office. Institution must have an established office or local branch within Broward County, Florida.</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Pricing guaranteed for 5 years – Initial one year term plus four, one-year extensions</b>	<input type="checkbox"/>	<input type="checkbox"/>

**B.02 ACCOUNT STRUCTURE**

BCPA maintains two demand deposit accounts: General (Operating) Checking and a Payroll Account. Also, included in BCPA's account structure are an overnight sweep account, a Merchant Services Account (Master Card and Visa only) and a Full Analysis Business Checking Account. The annual and average monthly account volumes on these accounts for the calendar year 2009 were as follows:

**Operating Account**

<b>Service Description</b>	<b>Yearly Volume</b>	<b>Average Monthly Volume</b>
Deposits Credited	183	15
Electronic Credits Posted	4	0
Items Deposited	451	38
Checks paid	861	72
Electronic Debits posted	125	10
ACH Batches Processed	54	5
ACH PPD Credits	1,518	127
Wire Transfer Incoming	4	0
Returned check	3	0
Stop payment	0	-
ACH return item	1	0

**Payroll Account**

<b>Service Description</b>	<b>Yearly Volume</b>	<b>Average Monthly Volume</b>
Deposits Credited	0	-
Electronic Credits Posted	32	3
Items Deposited	0	-
Checks paid	116	10
Electronic Debits posted	84	7
ACH Batches Processed	0	-
ACH PPD Credits	0	-
Wire Transfer Incoming	0	-
Returned check	0	-
Stop payment	2	0
ACH return item	0	-

**Full Analysis Business Checking  
Account (Associated with Merchant  
Services Account)**

**Merchant Services Account**

Service Description	Yearly Volume	Average Monthly Volume
Credit card sales	\$36,375.00	\$3,031.25
Credit card transactions	307	26
Returned Items Issued	2	0

Service Description	Yearly Volume	Average Monthly Volume
Electronic Credits Posted	152	13
Checks paid	12	1
Electronic Debits posted	12	1
ACH Credits Received	152	13
ACH Debit Received	12	1

**B.03 SERVICES FOR ACCOUNT**

1. Statements on all accounts shall be furnished to BCPA monthly coinciding with the end of each calendar month no later than five (5) banking days after the end of the month. Underlying statement information will be made available the next day.
2. Account Analysis Statement for fees showing the activity in BCPA's accounts for the calendar month shall be delivered to BCPA within five (5) banking days after the close of each calendar month. Analysis statement shall be prepared for each account and in summary for all accounts. Each analysis is to contain the name of the account, account number, the date of preparation, the period covered, the average bank ledger balance using full calendar days each month, the average uncollected funds (collection float), and the average collected balance. Each analysis shall itemize the services provided, the items and volume processed, unit charges, extended totals, totals of all charges, earnings credit rate and the amount of collected balances required to offset each charge. Titles such as "Other" or "Miscellaneous" are not allowed since they do not adequately identify the services provided. Account analysis fees will be deducted directly from the Operating Account.
3. Deposits are to be collateralized as required by Chapter 280, Florida Statutes.
4. Banking Supplies will be provided by banking institution inclusive of, but not limited to, deposit slips (original and one copy) and deposit stamps. The cost will be a liability of the provider.

5. On-Line Banking via Internet access. These services will include wire transfers, ACH payments, stop payments, inquiries, image search and history viewing, and viewing statements on-line.
6. Cleared and cancelled checks for each account shall be returned to BCPA. In addition, the selected vendor shall provide imaging of all BCPA produced checks with an online capability of viewing the images.
7. ACH Services should include accepting and sending ACH transactions, including employee direct deposits for mileage reimbursement, and providing access to view ACH deposits on-line within 24 hours of receipt.
8. Stop payment orders will be made available by online banking or by telephone with confirmation by BCPA in writing within three (3) banking days. When stop payment orders are placed by BCPA by telephone, the bank will immediately inform BCPA's designated personnel if the check has been cashed. If not cashed, the bank will immediately forward a written confirmation of the stop payment. If cashed, the bank will immediately forward BCPA a copy of the paid check. Cancellation of a stop payment order will be processed in the same manner as the stop payment order. All checks paid due to the bank's failure to follow the procedure for stop payment orders as outlined above, will be the responsibility of the bank.
9. Designated Bank Contact Personnel shall be submitted for an account executive who shall serve as the overall representative to BCPA for total banking services. A résumé indicating the professional experience of such designee should be included in the response to the RFP. In addition, the Proposer shall designate contact personnel and alternates who are qualified to provide daily assistance to BCPA in the following areas:
  - a. Investments
  - b. Safekeeping Services
  - c. Bookkeeping
  - d. Teller Services
  - e. Overnight Investments
  - f. Availability of Funds (daily account status reporting)
  - g. Wire Transfer/Internal Bank Transfers
  - h. Data Processing Center
  - i. Reconciliations
10. The Institution is to provide appropriate forms which, when completed, will identify to the selected bank the names (and the signatures where applicable) of the persons who are authorized to provide instructions for wire transfers, internal bank transfers, investments, safekeeping, and other services.

11. Overnight Investment procedures should be described, including rates as related to the Federal Funds Rate, collateralization and safekeeping procedures.
12. Safekeeping Services by the Bank may be required to act as custodian of BCPA's investment securities. For safekeeping purposes, the Bank shall be required to evidence custody by providing an original non-safekeeping receipt. Such receipts must name the institution holding the security, describe the security, represent that the security is owned by BCPA and specify that the securities can be released only upon authority of the Property Appraiser or her designee. BCPA's local bank depository will not be required to have the securities in its physical possession if it provides a safekeeping receipt for the securities from another institution approved by the Property Appraiser, and if such secondary safekeeping receipts satisfy each of the requirements indicated above. BCPA estimates that safekeeping duties may involve maintenance for a minimum of securities. The Bank shall provide, as of the last day of each month, a detailed listing of securities held in safekeeping, including each security's description as of that statement's date.
13. Credit Card Services are utilized by BCPA. Bidder shall state whether it is capable of providing a credit card(s) issued to BCPA and the charges or terms and incentives applicable to this service. BCPA currently has 11 corporate cards with varying transaction and monthly limits with an overall company limit.
14. A Safety Deposit Box is utilized by BCPA. Bidder must provide nearest location for available safety deposit box.

#### B.04 INSURANCE REQUIREMENTS

The Bank shall obtain and maintain the following insurance coverage's with the listed coverage limits throughout the extended life of this agreement:

- Workers' Compensation Insurance to apply for all employees in compliance with the "Workers Compensation Law" of the State of Florida and all applicable Federal laws. In addition, the policy(s) must include:
  - Employers' Liability with minimum limits of One Hundred Thousand Dollars (\$100,000.00) each accident.
  - Notice of Cancellation and/or Restriction -- The policy(s) must be endorsed to provide BCPA with thirty (30) days notice of cancellation and/or restriction.
- Professional Liability with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per claim with a maximum deductible of Ten Thousand Dollars (\$10,000.00).

- Comprehensive General Liability with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:
  - Premises and/or Operations.
  - Independent Contractors.
  - Products and/or Completed Operations.
  - Explosion, Collapse and Underground Coverage.
  - Broad Form Property Damage.
  - Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.
  - Personal Injury Coverage with Employee and Contractual Exclusions removed with minimum limits of coverage equal to those/required for Bodily Injury Liability and Property Damage Liability.
  - BCPA is to be included as an "Additional Insured" in the name of "Broward County Property Appraiser" with respect to liability arising out of operations performed for BCPA in connection with general supervision of such operation.
  - Notice of Cancellation and/or Restriction -- The policy(s) must be endorsed to provide BCPA with thirty (30) days notice of cancellation and/or restriction.

Institution shall require its insurance Agent or Carrier to provide BCPA with a Certificate of Insurance showing the policy Effective Date and Expiration Date for each of the above listed coverage's and shall replace any expiring certificates with new certificates throughout the life of this agreement and any required extended coverage period. Each such Certificate of Insurance shall be sent to and shall list the following as the Certificate Holder:

Broward County Property Appraiser  
Attention: Accounting  
115 S. Andrews Avenue, Room 111  
Fort Lauderdale, FL 33301

**B. 05 EVALUATION CRITERIA FOR RFP 2010-BF-2**

The response to the Request for Proposal should address the following, in the order listed:

<b>Evaluation Criteria – Project-Specific Criteria</b>		<b>Provide answers below or reference to a page number in the proposal where the answer is found</b>
<b>Pricing</b>		
1.	Please review the schedule of current services and volumes for BCPA (See Sections <u>B. 02</u> and <u>B. 03</u> ). Provide a price schedule for the proposed services using AFP Service Codes. Include any one-time or setup charges, research fees, and all other fees that will be charged, even if already in place or listed elsewhere in the proposal. If prices are tiered based on volume, provide all price tiers.	
<b>Qualifications and Experience</b>		
2.	Indicate the experience and capability your bank has in providing cash management services to organizations of similar size to BCPA.	
3.	Give a brief description, including experience, of the full-time treasury professionals that will be assigned to BCPA.	

4.	<p>For the last three (3) years, identify fully the extent to which your bank or individual partners or employees have been subject to any ongoing municipal securities or banking investigations, party to any municipal securities or banking litigation or arbitration, or the subject of a subpoena in connection with a municipal securities or banking investigation. In addition, include any such investigation which concluded in an enforcement or disciplinary action ordered or imposed in the last three years.</p>	
5.	<p>Will the selection of your bank result in any current or potential conflict of interest? If so, your bank's response must specify the party with which the conflict exists or might arise, the nature of the conflict, and whether your bank would step aside or resign from the engagement or representation creating the conflict.</p>	
6.	<p>Provide details on any merger or acquisition that the bank is currently committed to and the expected impact on the services requested in this RFP or on the financial condition of your bank.</p>	
7.	<p>What are the incentives you would provide to our employees who have accounts with you and participate in direct deposit of payroll?</p>	
8.	<p>How many branches do you have in Broward County and where are they located?</p>	
9.	<p>Describe any incentives you would provide for corporate credit cards.</p>	

10.	Provide names and phone numbers of two references of recent Florida Government customers and two references of Florida Government customers that have been with you more than one year, preferably with comparable volumes and origination types, who have been using the services requested in this RFP. If you do not have Florida Government customers, you may provide information from Government customers in other states.	
<b>Technical Capability and Approach</b>		
11.	Describe your bank's ability to provide safekeeping for securities and electronic reconciliation of safekeeping on a monthly basis.	
12.	Please address your bank's ability to use Secured VPN as a communication method and provide a full and complete description of the bank's technical requirements.	
13.	Provide system availability/dependability statistics for each of the following systems: balance reporting, wires/ACH, stop payments, and EDI.	
14.	Describe the procedures established for disaster recovery in the event of a system's failure or other disaster at the bank's primary processing site.	
15.	What type of on-line banking systems do you use for: (a) cash management, (b) payments (i.e. ACH, wires, etc), (c) reconciliation, (d) stop payments?	
16.	How many business days is data stored on the reporting system and available for customer access for each system listed above? How far back is data warehoused?	
17.	Describe the bank's security procedures for its information reporting systems listed above, both for access and information protection.	

18.	For the systems listed above, describe the security measures for the company's User/Security Administrator. What functions do the company's Security Administrator perform?	
19.	Describe the methods (e.g. Internet, PC, phone) the bank offers to place stop payments. a. What is the deadline for same day action? b. Will the system verify if a check has been paid before accepting the stop? c. How much history is examined in the verification process. d. How long will the stops remain in effect? e. Can the period be extended? f. Can you request the stop payments for a range of checks? What is the limit of the range? g. What time is the system available for placing stop payments?	
20.	Discuss how your bank handles items presented after the company is notified of its total daily clearings and whether bank charges apply.	
21.	How soon after the month end cut-off date will the following be sent for both full and partial reconciliation: a. Bank statements b. Canceled checks c. Reconciliation information	
22.	What has been your average monthly ACH origination volume (items and dollars) during the past 12 months? Distinguish between debit and credit volume.	
23.	What are the cut-off times for receipt of ACH and Fed Wire transfer instructions?	

24.	What procedures does your bank use to verify accurate and secure receipt of all types of EDI transmission methods? Does the bank provide automatic file receipt acknowledgments? If so, how? What information is included in the acknowledgement?	
25.	In relation to EDI and for each of the networks listed below, what are the cut-off times in relation to settlement/value date, and the procedure and time frames for deletion and cancellation of payment orders? a. ACH b. Fed Wire c. Other _____	
26.	Are any of your bank's EDI processes (e.g., IT, Operations) outsourced? If yes, are the processes transparent to BCPA? If no, describe and include diagrams of file and payment flows.	
27.	Provide a detailed description of your EDI implementation process including critical path items and a sample implementation schedule.	
28.	Describe any other requirements (hardware, software, encryption, human resources, etc.) to process EDI transactions through your institution.	
29.	Does your bank offer zero balance subaccounts that may be funded automatically from a designated funding account?	
30.	What technical support do you offer and what are the hours of operation for (include timezone): a. EDI/Data Transmission b. Balance Reporting c. ACH/Wire	
31.	Does your bank assign an implementation team for each service requested?	

32.	In the event of a catastrophe (ie hurricane, terrorist attack, etc) where BCPA's main operations are affected, would your bank be willing to provide dedicated emergency mobile banking services, allowing for BCPA employees and vendors to access cash and deposit checks?	
33.	Describe your bank's ability to create and store recurring/repetitive wire templates.	
34.	Describe your banks' ability to create and store recurring/repetitive ACH templates.	
<b>Financial Viability</b>		
35.	Did your institution accept any money related to the Troubled Assets Relief Program (TARP), and if so, how much was accepted and is there an expected repayment plan in place?	
36.	Will your bank be able to provide dedicated collateral for BCPA deposits, in addition to the State QPD collateral pool?	
37.	What is the most recent credit rating of your organization (specify S&P, Moody's, and/or Fitch and date of rating)?	

<b>Evaluation Criteria – Company Profile</b>		<b>Provide answers below or reference to a page number in the proposal where the answer is found</b>
1.	Supply your bank's name, headquarters address, local office addresses, state of incorporation, and key bank contact names with their phone numbers and e-mail addresses.	
2.	Supply the interested bank's federal ID number and Dun and Bradstreet number.	

<p>3.</p>	<p>All banks are required to permit BCPA to inspect and examine their financial statements in order to demonstrate their financial capabilities. Each bank shall submit their most recent two (2) years of financial statements for review. If the bank is privately held and asserts that its financial statements are confidential trade secret information, the bank shall still make its financial statements which it asserts are confidential, available in Broward County, Florida, for inspection and examination prior to evaluation rating. The financial statements are not required to be audited financial statements. An element of responsibility for purposes of disclosing the financial statements required by this RFP is that the bank act in good faith in making its disclosure. Therefore, with respect to the number of years of financial statements required by this RFP, the bank must fully disclose the information for all years available; provided, however, that if the bank has been in business for less than the required number of years, then the bank must disclose for all years of the required period that the bank has been in business, including any partial year-to-date financial statements. The BCPA may consider the unavailability of the most recent year's financial statements in its evaluation.</p>	
<p>4.</p>	<p>List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the interested bank, its parent or subsidiaries, predecessor organization(s), or any wholly-owned subsidiary during the past three (3) years. Include in the description the disposition of each such petition.</p>	

5.	List all business-related claims, arbitrations, administrative hearings, and lawsuits that are pending or were filed during the last three (3) years brought by or against the bank, its predecessor organization(s), or any wholly-owned subsidiary including but not limited to those claims, arbitrations, administrative hearings and lawsuits that allege negligence, error, or omission, or default, termination, suspension, failure to perform, or improper performance of an obligation of a contract or a legal duty related to a contract. The list should include all case names; case, arbitration, or hearing identification numbers; identification of the project involved in the dispute; a description of the subject matter of the dispute; and the final outcome or current status if the matter has not become final.	
6.	List and describe all criminal proceedings or hearings concerning business-related offenses in which the interested bank, its principals, officers, predecessor organization(s), or wholly-owned subsidiaries were defendants.	
7.	Has the interested bank, its principals, officers, or predecessor organization(s) been debarred or suspended from bidding by any government during the last five (5) years? If yes, provide details.	
8.	Has your company ever failed to complete any work awarded to you? If so, where and why?	
9.	Has your company ever been terminated from a contract? If so, where and why?	

**C 01.** The undersigned attests to his/her authority to submit this bid and to bind the bank herein named to perform as per the agreement. If the bank is selected by BCPA, the undersigned certifies that he/she will negotiate in good faith to establish an agreement to provide banking services according to the requirements of RFP 2010-BF-2.

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

Date\_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title of Above Signer

\_\_\_\_\_  
Witness Signature

Date\_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title of Above Signer

**ATTACHMENT A**

**DRUG-FREE WORKPLACE CERTIFICATION**

**SWORN STATEMENT PURSUANT TO BCPA POLICY ON DRUG-FREE WORKPLACE**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

This sworn statement is submitted to the Broward County Property Appraiser

by: \_\_\_\_\_  
[print individual's name and title]

for: \_\_\_\_\_  
[print name of entity submitting sworn statement]

whose business address is: \_\_\_\_\_

\_\_\_\_\_

And its Federal Employer Identification Number or Social Security Number (if applicable) of the individual signing this sworn statement is \_\_\_\_\_

I understand that no person or entity shall be awarded or receive a BCPA contract for public improvements, procurement of goods or services (including professional services) or a BCPA lease unless such person or entity has submitted a written certification to BCPA that it will provide a drug free work place by:

- (1) providing a written statement to each employee notifying such employee that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined by Section 893.02(4), Florida Statutes, as the same may be amended from time to time, in the person's or entity's workplace is prohibited specifying the actions that will be taken against employees for violation of such prohibition. Such written statement shall inform employees about:
  - (i) the dangers of drug abuse in the work place;
  - (ii) the person's or entity's policy of maintaining a drug free environment at all its workplaces, including but not limited to all locations where employees perform any tasks relating to any portion of such contract or business transaction;
  - (iii) any available drug counseling, rehabilitation, and employee assistance programs; and
  - (vi) the penalties that may be imposed upon employees for drug abuse violations.
- (2) Requiring the employee to sign a copy of such written statement to acknowledge his or her receipt and understanding of same. Such person or entity shall retain the statements signed by its employees. Such person or entity shall also post in a prominent place at all of its work places a written statement of its policy containing the foregoing elements (i) through (iv).

- (3) Notifying the employee in the statement required by subsection (1) that as a condition of employment the employee will:
  - (i) abide by the terms of the statement; and
  - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the work place no later than five (5) days after such a conviction.
- (4) Notifying BCPA within ten (10) days after receiving notice under subsection (3) from an employee or otherwise receiving actual notice of such conviction.
- (5) Imposing appropriate personnel action against such employee up to and including termination; or requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
- (6) Make good faith effort to continue to maintain a drug-free work place through implementation of sections (1) through (5) stated above.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR BCPA IS VALID FOR ONE (1) CALENDAR YEAR (PLUS FOUR ADDITIONAL YEARS AT BCPA'S OPTION) FROM THE DATE WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH IF BCPA DETERMINES:

- (1) such person or entity has made false certification;
- (2) such person or entity violates such certification by failing to carry out the requirements of sections (1) thru (6) above; or
- (3) such an excessive number of employees of such person or entity have been convicted of violations occurring in the work place as to indicate that such person or entity has failed to make a good faith effort to provide a drug-free work place.

**DRUG-FREE WORKPLACE CERTIFICATION**

\_\_\_\_\_  
[Signature]

State of: \_\_\_\_\_

County of: \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2010,  
by \_\_\_\_\_ who is personally known to me or has  
produced the following identification:

\_\_\_\_\_  
[Type of Identification]

\_\_\_\_\_  
Notary Public - State of Florida

My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
[Printed, typed or stamped commissioned name of Notary  
Public]

**ATTACHMENT B**

**PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the Broward County Property Appraiser by \_\_\_\_\_  
[print name and  
\_\_\_\_\_ for \_\_\_\_\_  
title of individual] [print name of entity submitting sworn statement]

whose business address is: \_\_\_\_\_ and (if  
applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_.  
[Soc Sec # if no FEIN]

I understand that no person or entity shall be awarded or receive a county contract for public improvements, procurement of goods or services (including professional services) or a county lease, franchise, concession or management agreement, or shall receive a grant of county monies unless such person or entity has submitted a written certification to the Broward County Property Appraiser that it has not:

- (1) been convicted of bribery or attempting to bribe a public officer or employee of Broward County, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or
- (2) been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise; or
- (3) been convicted of a violation of an environmental law that, in the sole opinion of the BCPA, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or
- (4) made an admission of guilt of such conduct in items (1), (2), or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or
- (5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such an entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common board of directors. For purposes of the form, business entities are affiliated if, directly or indirectly, one business entity controls or has

