



LUCAS COUNTY OHIO  
INVITATION TO BID  
BANKING SERVICES

TREASURER	0012-024P
COUNTY AGENCY	BID NUMBER

JULY 12, 2012 ST 2:00 PM (local time)  
DATE AND TIME OF BID OPENING

**BIDDER MUST COMPLETE THE FOLLOWING:**

NAME OF COMPANY OFFICIAL \_\_\_\_\_

OFFICIAL'S SIGNATURE \_\_\_\_\_

NAME OF COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE & ZIP \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

FAX NUMBER \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

The Lucas County Board of Commissioners is seeking bids for **Banking Services for the time period of November 1, 2012 through October 31, 2017.**

Any bidder submitting a bid must submit a completed bid following the procedure outlined in this Invitation to Bid (ITB) no later than **July 12, 2012 at 2:00 PM (local time)**. All of the sections applicable in the Invitation to Bid shall be read so as to give meaning to all such provisions. However, when there is a conflict in the interpretation between a specification in the Invitation to Bid and sections, the specification in the Invitation to Bid shall take precedence.

**1.0 Legal Framework**

This Invitation to Bid (ITB) is issued under the provisions of the Ohio Revised Code (ORC) Sections 307.86 to 307.92. All bids submitted in response to this ITB shall comply with Ohio law. The laws of the State of Ohio will govern any disputes arising under this ITB and subsequent contract.

**2.0 Bid Opening**

The bid opening is scheduled for **July 12, 2012 at 2:00 PM (local time)**. All sealed bids received after this time and date, for any reason, will be rejected. The opening of the sealed bids will take place at the Lucas County Support Services, Purchasing Division, One Government Center, Suite 480, Fourth Floor, Toledo, Ohio 43604-2247

**3.0 Bid's Bid Bond Requirement**

A bid bond in the amount of **One Thousand Dollars and No Cents (\$1,000.00)** must be included with each bid or be disqualified. The bond is to be in the form of a surety bond, certified check, cashier's check, or money order from a solvent bank, or savings and loan association with the Lucas County Board of Commissioners identified as the obligee. Bonds will be returned to unsuccessful bidders within thirty days of contract award. Bonds will be returned to the successful bidder within 30 days of receipt of goods.

**4.0 Pre-Bid Conference**

<input type="checkbox"/>	Applicable if box is checked
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**No Pre-Bid Conference is scheduled for this ITB.**

**5.0 Prevailing Wage**

<input type="checkbox"/>	Applicable if box is checked
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**Prevailing Wage does not pertain to this project.**

**6.0 Administrative Requirements**

By submitting a bid, the bidder will be held accountable to know the specifications and conditions under which this contract will be accomplished. This includes the contents of all proposal documents, regulations, and applicable laws.

Each bid will be submitted in a clearly marked sealed container or envelope, with the project title, Bid #, date and time of bid opening marked clearly on the outside of the package. If a selected bidder chooses not to submit a bid, the bid should be returned and marked "No Bid" for the project title, Bid #, date and time of bid opening on the envelope or package. All bids must be sent to:

**Lucas County Support Services, Purchasing Division  
One Government Center, Suite 480  
Toledo OH 43604-2247**

The entire set of completed ITB documents must be returned intact and in the following order:

- a. Original completed Request for Bid (ITB) and **one (1) copy**; this includes any amendments applicable to this ITB.
- b. Completed Affidavits: (1) Delinquent Property Tax, (2) Non-Discrimination, (3) Non-collusion, (4) No Findings for Recovery, (5) Compliance Affidavit for Businesses, (6) Transparency Purchasing Policy Disclosure and (7) Sweatfree Affidavit; all signed by your legally authorized representative and notarized and (8) Government Business and Funding Contracts.
- c. Bid Bond - Separated from (ITB) and Marked "Bid Bond", your Company's Name, Project Title and Bid Number. **The bid bond is mandatory.** A bidder will be disqualified if the bid bond is not submitted.
- d. The ITB Pricing Response Form completed in its entirety **(Section B).**

Faxed transmissions of bid are unacceptable. Sealed bids received through the mail after the specified date and time will also be returned.

Lucas County reserves the right to postpone the bid opening for its convenience. Bidders are required to submit firm and fixed prices in the format specified on the pricing sheet **(Section B)**. When there are errors in multiplication or addition in a bid, the unit price quoted will be used for calculating the correct total bid. If the error is in the unit price, the bid will be automatically disqualified.

All bid pricing will be valid for 60 (sixty) calendar days from the bid opening date to permit adequate evaluation of bid responses.

Lucas County may make this award as a whole or on a partial basis, based on the individual bid specifications.

The Board of County Commissioners does not obligate itself to purchase the full quantities indicated and the unit price bid must be effective if purchase is less. Conversely, the Board's requirements may be in excess of the quantities shown and the successful bidder shall be required to furnish all requirements under the specification at the unit price bid for an agreed period of time.

Lucas County does not assume any late payment penalties. No condition will alter this statement.

Ohio Revised Code sections 307.90 and 307.91 permits Lucas County to reject all bids, waive technicalities, and to amend the original estimate and to advertise for new bids on the required items, products or services. Lucas County reserves the right to reject any or all of the bids on any basis without disclosure of a reason. The failure to make such a disclosure will not result in the accrual of any right, claim or cause of action by any unsuccessful bidder against Lucas County.

Bidders may withdraw their bids at any time prior to the bid opening date. After the bid opening, bidders may only withdraw their bids as provided in Section 9.31 of the Ohio Revised Code. Withdrawal of a bid after a bid opening exposes a bidder to legal liability for sanctions, including costs for re-bid, or may result in a bid being awarded to the next lowest bidder. Bidders failing to respond to all requirements specified in this ITB may result in the rejection of the bid.

Questions regarding the specifications outlined in this ITB should be directed in writing to:

Lynn DiPierro	Email: ldipierr@co.lucas.oh.us
Support Services Manager	Voice: (419) 213-4509
One Government Center	Fax: (419) 213-4533
Suite 480	
Toledo OH 43604	

Bidders should carefully review all elements of their bids. Once opened, bids may not be altered. Each response in regard to this ITB shall be completed, self-contained and meet the requirements of the ITB. The County may initiate clarifications after the bid opening. However, these clarifications will not constitute an alteration of the bid submitted.

References to a particular trade name, manufacturer's catalog, or model number are made for descriptive purposes to guide the Bidder in interpreting the bid requirements. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However, the successful Bidder will be required to furnish the particular item referred to in the bid specifications unless a departure or substitution is clearly noted and described in the proposal shown to be compatible with the specifications and accepted by the Board. Lucas County reserves the right to be the sole judge of suitability and fitness of the product bid.

Any deviations from the specifications must be clearly detailed on the exception form. **(Section C)**

If any items being bid have an expiration date, items delivered cannot be expired and must carry a good date for at least 6 (six) months after receipt.

There will be no incidental charges for services. If Lucas County has left any information out of these specifications where the Vendor would foresee additional charges/fees, bidder must include that information on the attached exception form.

All materials in the bid will become the property of Lucas County and may be returned only at the County's discretion. Materials received constitute public information as a matter of statutory law and will be made available for public inspection and copying upon request by members of the public pursuant to ORC Section 149.43. Any portion of the bid to be held confidential should be marked to that effect and will not be considered public record if it clearly falls within an exemption enumerated in ORC Section 149.43.

Additional information, such as brochures, glossies and or promotional materials, is to be provided in a separate section at the back of the response.

**6.1 Additional Administrative Requirements - Compliance with Support Order(s)**

Financial responsibility, integrity, and accountability are essential for operating a business that services the public. Unpaid obligations are a social problem, which threatens the welfare of children and increases the burden on taxpayers to provide social services. Due to the public's growing concern with non-paying parents, government initiatives to create additional, effective enforcement mechanisms are necessary. It is in the County's interest that all contractors doing business with Lucas County demonstrate financial responsibility and integrity and accountability.

All bidders must submit the completed "Compliance Affidavit For Businesses" with their bid. Once a lowest and best bidder has been determined and prior to award, this form will be submitted by Lucas County to the Child Support Enforcement Agency for certification of substantial compliance of court ordered and/or agency ordered child support of any individuals of the company who have twenty-five (25%) percent or greater vested interest in the company. If the individual is found to be not in compliance, said bidder will be notified that the individual is not in compliance and therefore the bidder/company/contractor is not in compliance and will have five (5) days to be in compliance from date of notification. Failure to comply will cause disqualification of the bidder's/company's /contractor's bid.

Bidders should contact Lucas County Child Support Enforcement Agency, (419) 213-3106, regarding this requirement should they have questions.

**6.2 Additional Administrative Requirements - Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization (DMA) Section 9.08**

Ohio Revised Code Section 2909.21 Terrorism requires that any contract that will result in an Offeror receiving funding in an aggregate amount greater than \$100,000 annually shall certify that it does not provide material assistance to any organization on the United States Department of State Terrorist exclusion list. Prior to award of the contract, the successful Offeror shall complete the DMA Form (Section A).

Affixing a signature on the Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization form of the Proposal, the Offeror certifies that it does not provide material assistance to any organization on the list, and that failure to complete the form or answer "yes" to any question shall serve for the purposes of this affidavit as a disclosure of the provision of assistance to an organization that is listed on the terrorist exclusion list (Section A).

**7.0 Contract Administration**

The Lucas County Purchasing Department will administer the contract.

**8.0 Bid Evaluation Criteria and Award**

An award will be made to the provider who is considered lowest and best bid for the County's needs.

Lucas County Board of Commissioners reserves the right to reject any and all bids, to waive minor technicalities and to request a re-bid through the bid process. Lucas County reserves the right to conduct site visits of proposed facilities (at County expense) to determine capability of the bidder to perform.

**9.0 Bid Alterations, Amendments, and Alternate Bids**

No alterations, additions (alternate bids), or exceptions to the specifications contained herein are permitted except by amendments issued by the Lucas County Purchasing Department to all bidders that have received an ITB.

During the bid process, bidders may be furnished certain amendments covering additions or deletions to the ITB documents. Amendments will be included in the scope of work and will become a part of contract documents. Amendments may be issued up to seventy-two (72) hours preceding the bid opening date, excluding weekends and holidays.

Any prospective bidder desiring an explanation or interpretation of the ITB or specifications must request it in writing soon enough to allow a reply to reach all prospective bidders before

the submission of their bids but no later than 5 (five) business days prior to the bid opening. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning the ITB will be furnished promptly to all other prospective bidders as an amendment, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

**10.0 Equal Opportunity Provisions Required**

All bidders must be willing to enter a contract containing the express language contained in Section 125.111 of the ORC, which requires the following:

Every contract for or on behalf of the state or any of its political subdivisions for the purchase of materials, equipment, supplies, contract of insurance, or services shall contain provisions similar to those required by Section 153.59 of the Revised Code in the case of construction contracts by which the bidder agrees to both of the following:

That in the hiring of employees for the performance of work under the contract or any subcontract no bidder or subcontractor shall, by reasons of race, color, religion, sex, age, handicap, national origin or ancestry, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates.

That no bidder, subcontractor, or any person acting on behalf of any bidder or subcontractor shall, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, handicap, national origin or ancestry.

All bidders who contract with the state or any of its political subdivisions for materials, equipment, supplies, contracts of insurance, or services shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as defined in Section 122.71 of the Revised Code. Annually, each such bidder shall file a description of the affirmative action program and a progress report on its implementation with the Ohio Civil Rights Commission and the Minority Business Development Office established under Section 122.92 of the Ohio Revised Code.

**11.0 Insurance Requirements**

If bid specifications require performance of labor for Lucas County, seller must agree to indemnify and protect Lucas County

against all liabilities, claims, or demands for injuries or damages to any person or property growing out of the performance of this contract, by seller, its servants, employees agents or representatives. Prior to issuance of purchase order, the successful bidder must furnish an Insurance Carrier's Certificate showing that the seller has adequate worker's compensation, public liability, and property damage insurance coverage in accordance with the "County of Lucas Contractor Insurance" page of the bid document.

**12.0 Contract Term and Extension**

The successful bidder's Support Services and Implementation Work Plan submission may define the term of the resulting contract. The exact contract commencement date, completion date, and option periods will be set forth in the contract and resolution approving the contract as adopted by the Lucas County Board of Commissioners. The term of this contract will be for **the time period of November 1, 2012 through October 31, 2017.**

**13.0 Invoices**

The bidder will be required to submit invoices in triplicate (one original and two copies) to the "invoice to" address identified in the purchase order used to issue orders against this contract. The bidder's Federal Tax Identification Number should appear on all statements and invoices.

Invoices must include the following:

- Name and address of bidder
- Invoice remittance address as designated in the contract & description including:
  - Billing period
  - Location
  - Unit Code (must match bid)
  - Calculated extended cost
  - Description of item purchased
  - P. O. or Contract #

**14.0 Assignment/Subcontractor**

Neither the contract nor any rights, duties or obligations described herein will be assigned by either party hereto without prior express, written consent of the other party. The contract will be made pursuant to the bid submitted by the bidder. The contract will be based on the bidder's qualifications and responsibilities. The bidder will not sublet or assign the contract nor shall any subcontractor commence performance of any part of the work included in the resulting contract, without the previous written consent of Lucas County.

**15.0 Taxes**

Lucas County does not pay local, state or Federal taxes. If requested, the bidder will be furnished with an exemption certificate.

**16.0 Permits/Codes**

The selected bidder is responsible for obtaining all permits and licenses required for performance of the work specified. All labor and materials provided under this agreement shall meet or exceed minimum standards covered by the current applicable code(s) or bidder shall have obtained a legal waiver.

**17.0 Compliance with the Law**

The bidder must agree to comply with all applicable Federal, state, and local laws in the conduct of the work specified in this ITB including applicable state and Federal laws regarding drug-free work places. The bidder will be required to accept full responsibility for payment of all taxes and insurance premiums including, but not limited to; Unemployment Compensation insurance premiums, Workers' Compensation, all income tax deductions, Social Security Deductions, and any other taxes or payroll deductions required for all employees engaged by the bidder in the performance of the work specified in this ITB.

**18.0 Pricing**

Bidders are expected to quote firm and fixed prices on a per unit basis, in the format specified in **(Section B)**. The successful bidder will not change the unit price or the scope of work during the contract period or any extension periods, however, should the bidder receive a decrease in overall costs associated with the commodity, this provision shall allow for modification of the existing contract to decrease the price.

Bidders must utilize pricing forms supplied in this document contained with **(Section B)**.

It is the County's intent to establish a contractual arrangement for specified commodity or service. Any services not specifically named on the pricing pages are to be named and priced on Additional Response Area **(Section C)**. Additional pricing may be submitted on subsequent pages so long as presented in a manner consistent with supplied format.

There will be no incidental charges for services. If Lucas County has left any information out of these specifications where the Bidder would foresee additional charges/fees, the bidder must include that information on the exception sheet found in **(Section C)**.

**19.0 Termination for Convenience**

Lucas County reserves the right to terminate the resulting contracts for its convenience by giving the bidder 30 (thirty) days written notice. Lucas County reserves the right to

terminate during the contract period or any subsequent renewal period.

**20.0 Termination for Default**

Lucas County may terminate the contract at any time the bidder fails to carry out its provision under the terms and conditions of the specified contract after issuance of a cure notice. The bidder will have thirty days after notice of required improvement to make necessary corrections. If, after such notice, the bidder fails to remedy the conditions, Lucas County will issue an order to stop work immediately and terminate the contract without obligation.

**21.0 Non-Acceptance Criteria for Work, Materials and Service**

No certificate of payment, no provision in the bidding documents, or any partial shipment of materials or entire occupancy of government shall constitute an acceptance of work, materials or service not done or provided in accordance with the contract documents, or relieve the bidder of liability for any express or implied warranties or responsibility for faulty materials or workmanship. The bidder shall remedy any defects in the work, material or service and pay for any other resulting damage to other work, material or equipment which appears within one year of final acceptance of the work, materials, or service unless a longer period is elsewhere specified. Nothing stated herein should relieve the bidder of common law liability for latent defects, which may appear after the expiration of the warranty period.

**22.0 Performance Requirements**

The delivery of any material, equipment, or the performance of any service that does not conform in all respects to the specifications will be rejected and the Board of Commissioner's representative and reasons for the rejection shall notify the Bidder. If the Bidder fails to make immediate replacement of such rejected material, equipment or service meeting the specifications, the Board of Commissioners will procure in the open market materials, and equipment, or hire labor of the quality required to meet the specifications up to the value rejected and the Bidder and his surety shall be liable to the Board of Commissioners for the total costs of the correction. The Board of Commissioner's performance of the work, when the Bidder is not doing the work in accordance with the specifications of the contract, shall result in a claim against the bidder for all costs and damages which will be allowed by reason of such non-performance.

If the Bidder defaults or neglects to carry out the work in any respect in accordance with the contract documents and fails to correct the default, except where an extension of time is granted in writing by the County, the County upon written notice to the Bidder may, without prejudice to any other remedies the County may have, make the correction required. If the default or

neglect results in a threat to the safety of persons or property, the Bidder must immediately commence to correct such default or neglect upon written or oral notice.

**23.0 Indemnification**

The Bidder awarded this contract shall assume the defense of, indemnify, and save harmless the County or any authorized political subdivision receiving services under this contract from any claims or liabilities of any type or nature to any person, bidder, or corporation arising in any manner from the bidders performance of the work required under this contract and shall pay any judgment obtained or growing out of said claims, liabilities, or any of them.

**24.0 Non-Appropriation of Funds**

Bidders are advised that although the term of this contract may span several fiscal years, this contract is contingent upon the County budgeting and appropriating the funds necessary for the continuation of this contract in the current year. In the event that the funds necessary for the continuation of this contract are not approved for expenditure in any year, this contract shall terminate on the last day of the fiscal year in which funding was approved, with no penalty to the County.

**25.0 Co-Op Opportunities**

ORC 9.48 allows any county to participate in contracts of other counties or townships in the acquisition of equipment, materials, supplies or services using the same terms, conditions and specifications and same or lower price.

Lucas County may permit authorized counties, townships or municipalities here after referred to as political subdivisions, to participate in contracts that Lucas County has entered into for the purchase of certain supplies, services, materials and equipment. Upon contract award, authorized political subdivisions are approved to order directly with the supplier. All invoices for such purchases must be sent directly to the ordering political subdivisions' billing address. Under no circumstances is Lucas County obligated to that political subdivision's financial commitments.

COUNTY OF LUCAS CONTRACTOR INSURANCE

21 INSURANCE

21.1 The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly employed by any of them, or by any one for whose acts any of them may be liable:

21.1.1 Claims under workmen's compensation, disability, benefit and other similar employee benefit acts;

21.1.2 Claims for damages because of bodily injury, sickness or disease or death of his employees;

21.1.3 Claims for damages because of bodily injury, sickness or disease or death of any person other than his employees;

21.1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and

21.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.

21.2 Certificate of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK naming OWNER as additional insured. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled unless at least thirty (30) days prior WRITTEN NOTICE has been given to the OWNER.

21.3 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified;

21.3.1 Comprehensive General Liability and Property Damage, Contractor's Protective Liability, Contractual Liability, Completed Operations-Products, Automobile Bodily Injury and Property Damage, owned and non-owned and hired vehicles and Owner's Protective Liability. The latter policy shall name as the insured the OWNER. If excluded from CONTRACTOR'S standard coverages, the following shall be deleted for policies provided under the CONTRACT DOCUMENT EXCLUSIONS: (1) "Underground Operations" (2) "Third Party Beneficiary" and (3) "Collapse" - where exposure is determined. Bodily Injury Liability and Property Damage Insurance shall cover the use of "Explosives" if used in performance of the CONTRACT. Insurance should be placed with a carrier with an AM Best Rating of at least an A-.

The types and **minimum** limits of insurance shall be as follows:

Commercial General Liability Insurance -  
General Aggregate Limit - \$2,000,000  
Products-Completed Operations-

Aggregate Limit - \$2,000,000  
Personal and Advertising  
Injury Limit - \$1,000,000  
Each Occurrence Limit - \$1,000,000  
Comprehensive Automobile Liability  
Bodily Injury & Property Damage Liability Limit  
Each Occurrence - \$1,000,000

The above minimum coverages may be obtained through the primary insurance or any combination of primary and umbrella insurance. In addition, the General Aggregate Limit shall be required on a per project basis.

21.3.2 The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage Insurance upon the PROJECT to the full insurable value thereof for the benefit of the OWNER, the CONTRACTOR, and SUBCONTRACTORS as their interest may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR'S surety from obligations under the CONTRACT DOCUMENTS to fully complete the PROJECT.

21.4 The CONTRACTOR shall procure and maintain at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the work is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the PROJECT and in case any work is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this contract at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause such SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

21.5 The CONTRACTOR shall secure, if applicable, "All Risk" type Builder's Risk Insurance for Work to be performed. Unless specifically authorized by the OWNER, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft and smoke during the CONTRACT TIME, and until the WORK is accepted by the OWNER. The policy shall name as the insured the CONTRACTOR, and the OWNER.

22. INDEMNITY

22.1 PROFESSIONAL LIABILITY

Relative to any and all claims, losses, damages, liability and costs, the CONTRACTOR agrees to indemnify and save the County of Lucas, its officials and employees (herein after "County") harmless from and against any and all suits, actions or claims for property losses, damages or personal injury claimed to arise from a negligent act, error or omission by the CONTRACTOR or its employees.

22.2 NON-PROFESSIONAL LIABILITY

To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the County of Lucas, its officers, officials and employees (hereinafter "County"), or any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of the acts or omissions of the CONTRACTOR, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property (other than the Work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by the acts or omissions of the CONTRACTOR, any subCONTRACTOR(s) of the CONTRACTOR, its agents, or anyone directly employed by them or anyone whose acts they may deem liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph 22.2. It is understood and agreed that this indemnification obligation is enforceable to the full extent permitted by Ohio Revised Code Section 2305.31.

22.3 It is expressly understood and 'agreed that these indemnification obligations are enforceable to the full extent permitted by Ohio Revised Code Section 2305.31. In any and all claims against the County by any employee of the CONTRACTOR, and any subCONTRACTOR(s) of the CONTRACTOR, agent or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. CONTRACTOR hereby expressly waives the immunity provided to CONTRACTOR by Article II, Section 35, of the Ohio Constitution and Ohio Revised Code Section 4123.74 and 4123.741, all regarding worker's compensation immunity, so that this indemnification obligation may be enforced by the County of Lucas against CONTRACTOR in those instances.

22.4 If the CONTRACTOR subcontracts with the County, the CONTRACTOR shall require its subCONTRACTORS to indemnify the County of Lucas in accord with Article 22.

22.5 CONTRACTOR Responsible - The CONTRACTOR expressly understands that the insurance requirements as outlined above are minimum requirements to be met under the contract and does not in any manner represent that the limits, coverage or policy forms are sufficient or adequate to protect the interest or liability of the CONTRACTOR and/or its subCONTRACTORS.

**THE FOLLOWING MUST BE INCLUDED (IN THE SPECIFIED AREAS) ON ALL INSURANCE CERTIFICATES:**

DESCRIPTION OF THE PROJECT AND LOCATION: you may use a generalized listing of the duties to be performed under this certificate of insurance. Example: "Projects Executed for the Board of Lucas County Commissioners."

CERTIFICATE HOLDER: Board of Lucas County Commissioners, One Government Center, Suite 800, Toledo, Ohio 43604-2247.

SECTION A - AFFIDAVITS

DELINQUENT PERSONAL PROPERTY TAX STATEMENT  
(O.R.C. Section 5719.042)

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND NOTARIZED

I \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
(NAME) (TITLE) (NAME OF COMPANY)

affirm that at the time that I submitted the bid for \_\_\_\_\_  
(BID TITLE)

to the Board of Lucas County Commissioners on \_\_\_\_\_ that  
(DATE)

\_\_\_\_\_ was / was not charged with delinquent  
(NAME OF COMPANY) (CIRCLE ONE)

Personal Property Taxes by the Lucas County Auditor.

**(If Personal Property Taxes are delinquent, complete the following section)**

The amount of delinquent Personal Property Taxes due Lucas County is \_\_\_\_\_ and unpaid penalties and interest are \_\_\_\_\_.  
(AMOUNT) (AMOUNT)

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(COMPANY)

\_\_\_\_\_  
(DATE)

Sworn to and subscribed before me this \_\_\_\_\_ day of, \_\_\_\_\_ 20\_\_.

(SEAL)

\_\_\_\_\_  
(NOTARY)

My Commission Expires:

(Date) \_\_\_\_\_

NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT

STATE OF \_\_\_\_\_

SS

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being first duly sworn, deposes and says that  
(Name)

he/she is \_\_\_\_\_ of \_\_\_\_\_ the party  
(Title) (Company)

that made the foregoing proposal; that such party as bidder does not and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. If awarded the bid and contract under this proposal, said party shall take affirmative action to insure that applicants are employed and that employees are treated, during employment, without regard to their race, religion, color, sex or national origin. If successful as the lowest and best bidder under the foregoing proposal this party shall post non-discrimination notices in conspicuous places available to employees and applicants for employment setting forth the provision of this affidavit.

Furthermore, said party agrees to abide by the assurances found in Section 153.59 of the Ohio Revised Code in the Contract Provisions with the Owner if selected as the successful bidder by the owner.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Affiant)

\_\_\_\_\_  
(Company/Corporations)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City/State/Zip Code)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Seal)

\_\_\_\_\_  
(Notary)

My Commission Expires:

\_\_\_\_\_  
(Date)

NON-COLLUSION AFFIDAVIT

STATE OF OHIO,

COUNTY OF LUCAS, SS:

\_\_\_\_\_ being first duly SWORN, deposes and says that he is the \_\_\_\_\_ or authorized representative of \_\_\_\_\_ or is the party submitting this bid; that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder or person, to submit a sham bid, or refrain from bidding; has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, to fix any overhead, profit or cost element of said bid price, or of that of any other bidder; to secure any advantage against the County of Lucas or any person or persons interested in the proposed contract; that all statements contained in said proposal of bid are true and that, such bidder has not, directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any other potential bidder. Further, Affiant affirms that no county employee has any financial interest in this company or the bid being submitted.

\_\_\_\_\_  
(Affiant Signature)

\_\_\_\_\_  
(Affiant Title)

SWORN to before me and subscribed in my presence  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.  
(Date) (Month) (Year)

\_\_\_\_\_  
(Notary Public)

(SEAL)

My Commission Expires

\_\_\_\_\_  
(Date)

NO FINDINGS FOR RECOVERY AFFIDAVIT

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND NOTARIZED

I \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
(NAME) (TITLE) (NAME OF COMPANY)

affirm that at the time that I submitted the bid for \_\_\_\_\_  
(BID TITLE)

to the Board of Lucas County Commissioners on \_\_\_\_\_ that  
(DATE)

\_\_\_\_\_ has / has no unresolved  
(NAME OF COMPANY) (CIRCLE ONE)  
finding for recovery from the State Auditor per Ohio Revised Code  
Section 9.24.

(If there is unresolved finding for recovery from the State Auditor ,  
complete the following section)

The amount of unresolved finding for recovery due the State Auditor is  
\_\_\_\_\_ and unpaid penalties and interest are \_\_\_\_\_.  
(AMOUNT) (AMOUNT)

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(COMPANY)

\_\_\_\_\_  
(DATE)

Sworn to and subscribed before me this \_\_\_\_\_ day of, \_\_\_\_\_ 20\_\_.

(SEAL)

\_\_\_\_\_  
(NOTARY)

My Commission Expires:

\_\_\_\_\_

**Additional Administrative Requirements  
Compliance with Support Order(s)**

Financial responsibility, integrity and accountability are essential for operating a business that services the public. Unpaid obligations are a social problem which threatens the welfare of children and increases the burden on taxpayers to provide social services. Due to the public's growing concern with non-paying parents, government initiatives to create additional, effective enforcement mechanisms are necessary. It is in the County's interest that all contractors doing business with Lucas County demonstrate financial responsibility and integrity and accountability.

All bidders **must submit** the **completed** "Compliance Affidavit For Businesses" with their bid. Once a lowest and best bidder has been determined and prior to award, this form will be submitted by Lucas County to the Child Support Enforcement Agency for certification of substantial compliance of court ordered and/or agency ordered child support of any individuals of the company who have twenty-five percent (25%) or greater vested interest in the company. If the individual is found to be not in compliance, said bidder will be notified that the individual is not in compliance and therefore the bidder/company/contractor is not in compliance and will have five (5) days to be in compliance from date of notification. Failure to comply will cause disqualification of the bidder's/company's/contractor's bid.

Bidders should contact Lucas County Child Support Enforcement Agency, 419-213-3106, regarding this requirement should they have questions.





LUCAS COUNTY SWEATFREE AFFIDAVIT

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_, ss:

Personally appeared before me the undersigned, as an individual or as a representative of

\_\_\_\_\_ for a contract for \_\_\_\_\_  
(Name of Entity (Type of Product or Service)

to be let by the Board of Commissioners, Lucas County, Ohio, who, being duly cautioned and sworn, makes the following statement with respect to the Lucas County Sweatfree Procurement Policy and further states that the undersigned has the authority to make the following representation on behalf of himself or herself or of the business entity:

1. Name, physical address, phone number and contact persons for each production facility that will be involved in the production of goods or the provision of services.

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

2. I have personal knowledge of the information contained in section 1 or I have obtained such information from any resale entity.

3. I understand my obligation to ensure that all applicable production facilities adhere to the sweatfree code of conduct as defined in Section IV of the Lucas County Sweatfree Procurement Policy.

4. I understand that if Lucas County, the State and Local Sweatfree Consortium, and/or an independent monitor find any of the production facilities listed above to be out of compliance with any of the provisions of Section IV of the Lucas County's Sweatfree Procurement Policy, and I fail to take all reasonable steps as specified by and/or its designee(s), I will be deemed out of compliance with the sweatfree code of conduct as defined in the Lucas County Sweatfree Procurement Policy.

5. I have furnished a copy of the sweatfree code of conduct as defined in Section IV of the Lucas County Sweatfree Procurement Policy to each production facility named in paragraph 1 and to each relevant subcontractor and I have instructed each subcontractor to furnish the code of conduct to each relevant production facility.

**BIDDER:**

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

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

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

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

Sworn to before me and subscribed in my presence by the above named person this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

NOTARY PUBLIC: \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

The following form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division website for a reference copy of the Terrorist Exclusion list - [http://homelandsecurity.ohio.gov/dma/dma\\_forms.asp](http://homelandsecurity.ohio.gov/dma/dma_forms.asp))



Ohio Department of Public Safety  
Division of Homeland Security  
<http://www.homelandsecurity.ohio.gov>

**GOVERNMENT BUSINESS AND FUNDING CONTRACTS**  
In accordance with section 2909.33 of the Ohio Revised Code

**DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION**

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division website for a reference copy of the Terrorist Exclusion List).

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

LAST NAME		FIRST NAME		MIDDLE INITIAL
HOME ADDRESS				
CITY	STATE	ZIP	COUNTY	
HOME PHONE		WORK PHONE		

**COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION**

BUSINESS/ORGANIZATION NAME				
BUSINESS ADDRESS				
CITY	STATE	ZIP	COUNTY	
PHONE NUMBER				

<b>DECLARATION</b> In accordance with division (A)(2)(b) of section 2909.32 of the Ohio Revised Code	
For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.	
1. Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List?	<input type="checkbox"/> Yes <input type="checkbox"/> No

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GOVERNMENT BUSINESS AND FUNDING CONTRACTS - CONTINUED

3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?  
 Yes  No
4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?  
 Yes  No
5. Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List?  
 Yes  No
6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?  
 Yes  No

In the event of a denial of a government contract or government funding due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety's Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division website.

**CERTIFICATION**

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

X

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

SECTION B - SPECIFICATIONS & PRICING

# SPECIFICATIONS AND PRICING

## 1.0 ITB PROCESS AND SUBMITTAL INSTRUCTIONS

### 1.1 Overview

1.1.1 The Treasurer of Lucas County (“Treasurer”) is issuing this Request for Proposal (“ITB”) for the following banking services in accordance with Ohio Revised Code (“ORC”) Chapter 135.

- Depository, Fund Transfer and Controlled Disbursement Services
- Electronic Cash Letter Services
- Courier Services

1.1.2 The Treasurer expects Financial Institutions to propose creative, competitive solutions as they relate to the banking service needs of the County. A Financial Institution may take exception to any section of the ITB. Exceptions should be clearly stated in Attachment 1 – Exception Summary Form and will be considered during the evaluation process but not necessarily agreed to. The Treasurer reserves the right to limit the Scope of Work prior to award, if deemed in the best interest of the County.

1.1.3 Financial Institutions must bid on all the services identified, and are encouraged to submit the most comprehensive proposal possible offering the highest quality of service while providing opportunities for improving the County’s cash flows and money management capabilities. The Treasurer is also interested in various technological advances and pilots that could improve cash management and customer service capabilities of the Treasurer and other County agencies. It is the Treasurer’s goal to maximize cash flow and minimize administrative costs. Any Banking Services Agreement resulting from this ITB will be effective Friday, November 1, 2012. Banking Services Agreements may be awarded to multiple Financial Institutions under this ITB. It is anticipated that any Banking Services Agreement shall be for a period of five years.

1.1.4 Regardless of the specific services the Financial Institution will be pursuing, responses are requested to all questions. If a particular service is not being offered, simply indicate this by answering “No Response”. If a particular question does not apply to the Financial Institution, simply indicate this by answering “Not Applicable”.

1.1.5 Banking Services Agreements awarded under this ITB will incorporate this ITB, including any addendum issued by the Treasurer, the response to the ITB, the Application/Agreement for a Public Funds that has been sent separately to Financial Institutions, and the terms and conditions of the Banking Services Agreement itself. Exhibit #E is a draft, template Banking Services Agreement that is subject to change before the Treasurer will execute it with a Financial Institution and before it becomes effective on November 1, 2012. This Banking Services Agreement is attached with this ITB simply to give Financial Institutions a sense of the standard legal terms and conditions with which they will be expected to comply if awarded public moneys of Lucas County. If the Financial Institution takes exception with any of the terms and conditions contained in this draft Banking Services Agreement, those exceptions should be noted on Attachment 1 – Exception Summary Form. Any exceptions will be considered during the evaluation process but not necessarily agreed to.

## **1.2 Format**

1.2.1 The proposal should follow the general structure, as described below:

- a) Proposals must include all information requested. Proposals that are substantially incomplete or lack key information may be rejected.
- b) Proposals must address each of the requirements noted in this document in the same order as listed. Proposals should reference each identified requirement, explaining how the Financial Institution's process meets the specified requirement.
- c) Narratives should provide a concise description of capabilities to satisfy the requirements of this ITB. Emphasis should be on clarity and completeness of response. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformity with the ITB instructions, responsiveness to the ITB requirements, and on completeness and clarity of content.
- d) All proposals must be limited to no more than one hundred (100) pages including attachments, excluding the required SAS-70 and 10-Q reports. Proposals must be single-spaced with one-inch (1") margins and a twelve (12) point font on standard 8 1/2" x 11" paper. Please note: inclusion of financial reports, annual reports, marketing materials, literature, etc., will be counted toward the 100-page limit.
- e) Each copy of the proposal should be bound or contained in a single volume. All attachments and documentation submitted with the proposal should be contained in that single volume.

## **2.0 PROPOSAL EVALUATION AND AWARD PROCESS**

2.1 Representatives of the Lucas County Treasurer will evaluate all proposals based upon the following criteria:

- Demonstrated competence;
- Reasonableness of cost;
- Experience in performance of comparable engagements;
- Expertise and availability of key personnel;
- Conformity with the requirements and terms of this ITB; and,
- Functional qualifications.

2.2 The evaluators reserve the right to consult with a Financial Institution regarding any aspect of its proposal.

### **3.0 TERMS, CONDITIONS AND EXCEPTIONS**

- 3.1 The Treasurer reserves the right to alter, amend, or modify any provisions of this ITB, or to withdraw this ITB, at any time prior to designations and awards of public moneys and prior to the award of a Banking Services Agreement pursuant hereto, if it is in the best interest of the County to do so.
- 3.2 The Treasurer reserves the right to waive informalities and minor irregularities in proposals received.
- 3.3 The Treasurer reserves the right to reject any or all proposals received prior to Banking Services Agreement award.
- 3.4 The Treasurer shall not be obligated to accept the lowest priced proposal(s), but will make an award or awards in the best interests of the County after all factors have been evaluated.
- 3.5 On an ongoing basis, Financial Institutions affirm that they have not done, and will not do, anything that would violate Ohio's Ethics Law. The Treasurer will determine whether a conflict of interest exists and whether it may reflect negatively on the selection of a Financial Institution. The Treasurer reserves the right to disqualify any Financial Institution on the grounds of actual or apparent conflict of interest.
- 3.6 A proposal submitted in response to this ITB is a binding offer valid from the proposal due date until 120 days thereafter.
- 3.7 On the proposal submission date, all proposals and related materials submitted in response to this ITB becomes the property of the Treasurer and will be considered public records under Ohio's Public Records Law.
- 3.8 Responses to this ITB shall constitute an agreement to all terms and conditions specified in the ITB, including, without limitation, all terms and conditions therein and in the draft, template Banking Services Agreement at Exhibit #E, except such terms and conditions that the Financial Institution expressly excludes on Attachment 1 – Exception Summary Form. Exceptions will be taken into consideration as part of the evaluation process.
- 3.9 The County reserves the right to negotiate final Banking Services Agreement terms and conditions with any Financial Institution, with a final Banking Services Agreement to be executed and effective by November 1, 2012.
- 3.10 This request does not create an obligation on the part of the Treasurer to have discussions, negotiations, or enter into a Banking Services Agreement with any Financial Institution submitting a response to this ITB. Any Banking Services Agreement resulting from this ITB shall not be effective unless and until executed by the Treasurer.

### **4.0 Minimum Requirements**

- 4.1 The Financial Institution must fulfill the following minimum qualifications and requirements:
  - a. The Financial Institution must be designated by the Treasurer as an approved qualified depository for public funds in accordance with ORC Chapter 135.

- b. The Financial Institution shall enter into valid collateral agreements with the Treasurer no later than October 24, 2012 and shall, at all times during the Banking Services Agreement period, collateralize deposits pursuant to ORC § 135.18 .
- c. The Financial Institution must provide the services outlined in this ITB.
- d. The Financial Institution must agree to respond to transaction confirmations and requests for data as needed from the Treasurer and its auditors.
- e. The Financial Institution must certify it has neither directly nor indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted to the Treasurer.
- f. The Financial Institution must comply with all federal, county, and local laws.
- g. A Financial Institution awarded public moneys resulting in a Banking Services Agreement under this ITB must provide after-hours contact information to the Treasurer.
- h. The Financial Institution shall be required to safeguard the privacy of County financial information and to administer all accounts consistent with prudent banking practices, appropriate encryption, and password security programs.
- i. The Financial Institution shall maintain a real time daily backup of all data and information pertaining to the County's account. The Financial Institution shall provide both an onsite immediate recovery option and an offsite stored copy preferably in a different region, in the event of a local or regional disaster.
- j. **A Financial Institution awarded public moneys resulting in a Banking Services Agreement under this ITB must commit the necessary resources to the conversion process (award and opening of new accounts) to help ensure that the transition is performed in a timely and prudent manner and that required services and processes agreed upon by the County are thoroughly tested by both the Financial Institution and the County and are operational by the start date of the new Banking Services Agreement Banking Services Agreement period, which is November 1, 2012.**
- k. All documents, agreements, and service terms, including signature cards, must be built into the Banking Services Agreement.
- l. If the Treasurer is dissatisfied with services received by Financial Institution personnel, the Treasurer shall have the right to request replacement personnel whom the Financial Institution shall provide at no additional cost.
- m. Financial Institution must submit a cost proposal which is at least as favorable as the pricing level the Financial Institution has with any other customer having comparable deposits and transaction volumes. The cost proposal may include tiered pricing based on volume and/or account balances.
- n. In the event that any customer of Financial Institution, having comparable deposits and transaction volumes, negotiates a lower fee structure for these requested services or similar services, the Financial Institution shall notify the Treasurer promptly and shall extend the lower negotiated rate to the County retroactively to the first date the lower rate was offered to another customer. Should the Financial Institution fail to provide the County the lower negotiated rate within ninety (90) days, the Financial Institution shall be required to reimburse the County the difference between the amount the County was charged under its original agreement and the amount the County would have been charged under the lower negotiated rate.
- o. The County will not pay conversion costs on any accounts.
- p. Fees in this proposal shall be in effect for five (5) years. A reduction of fees is permissible

- but shall be reflected by an amendment to the Banking Services Agreement. No increase to any fee will be permitted unless agreed to in writing by the Treasurer.
- q. For all the accounts detailed in the Banking Services Agreement, Financial Institution shall send to the Treasurer individual account analysis statements and a consolidated statement from which payments will be based. Financial Institution shall also deliver duplicate account analysis statements to County agencies, boards or commissions as directed by the Treasurer. The Financial Institution shall deliver all statements no later than fifteen (15) days after the end of the month being analyzed.
  - r. The Relationship Manager shall review the monthly account analysis statements prior to delivery to the County to ensure it complies with all terms and conditions of the Banking Services Agreement (pricing, earnings credit calculation, agreed upon terms on rolling of earnings credits, etc.)
  - s. Financial Institution shall provide a hard-copy monthly invoice for all services rendered under the Banking Services Agreement. The County shall compensate the Financial Institution for services using, at the Treasurer's discretion, direct fees, and/or compensating balances. The Financial Institution shall accept checks, warrants, wire transfer or ACH transfer or direct debit as determined by the Treasurer.
  - t. Excess earnings credits will be carried forward from month to month and from the term of this Banking Services Agreement to the term of any subsequent agreement between Treasurer and Financial Institution for banking services.
  - u. The cost of developing this proposal is the Financial Institution's responsibility and may not be charged to Lucas County.
  - v. The Financial Institution awarded a Banking Services Agreement shall cash warrants and waive any fee that may be charged to individuals cashing County-issued warrants.
  - w. The Financial Institution will be responsible and held liable for the quality of the work performed by any and all Subcontractors that are needed to carry out the requirements of the County.
  - x. The Financial Institution must notify the Treasurer of the intended use of any subcontractor not identified within its response and shall receive written approval from the Treasurer prior to any subcontractor commencing work.
  - y. The Financial Institution's online banking system must allow Treasurer to initiate and approve electronic fund transfers to, from and between County accounts and to inquire on all account transactions. The online banking system must (1) permit secured access by only those users approved by the Treasurer, (2) permit the Treasurer to vary the level of each user's access by account, by transaction type or by dollar limit, and (3) allow for multiple consecutive log-ins.

## **5.0 FINANCIAL INSTITUTION INFORMATION**

### **5.1 Administrative**

- a. Discuss substantive operating issues raised by recent audits, particularly regarding those services described in this ITB.
- b. Provide a copy of the Financial Institution's most recent statement on Auditing Standards Number 70 (SAS 70, level 2) and most recent SEC 10-Q report and discuss any issues raised from these documents during the most recent audit.

- c. Disclose any alleged significant prior or ongoing banking services agreement failures, banking services agreement breaches, and any civil or criminal litigation or investigation pending, which involves the Financial Institution or in which the Financial Institution has been judged guilty or liable.
- d. Disclose any existing or potential conflict of interest relative to the performance of a Banking Services Agreement resulting from this ITB. Any such relationship that might be perceived or represented as a conflict should be disclosed.
- e. Provide the name, mailing address, e-mail address, and telephone number of the Financial Institution's primary point of contact for a Banking Services Agreement resulting from this ITB.
- f. List all current banking relationships with County agencies, departments, boards, and commissions in Ohio in addition to those included in this ITB. Include the last 4 digits of each account number, account name, the last 4 digits of the taxpayer ID, and a brief description of the account.
- g. Changes to the banking relationships listed in "h" shall be reported to the Treasurer's Director of Financial Affairs at One Government Center Suite 500, Toledo, Ohio 43604.
- h. Describe the Financial Institution's plan to meet the County's goal of collecting and managing funds in an efficient manner.
- i. The Treasurer seeks to optimize the use of earnings credits to offset banking service fees, and to maximize earnings by having all idle funds invested. With this in mind, describe your plan for the maximum utilization of the County's funds.
- j. Describe the process used to ensure compliance with applicable county, state and federal laws, regulations, administrative codes and Banking Services Agreement provisions.
- k. For the period 11-1-2012 through 10-31-2017, please provide any Business Day that Financial Institution will not be open for business to provide the services requested in this ITB.
- l. Provide details on any mergers or acquisitions that the Financial Institution is currently committed to and the expected impact on the services requested in this ITB.
- m. Provide details on any relocation plans for either offices or services (i.e., lockbox/vault, branches, etc.) or any anticipated service model changes, including, but not limited to, information technology changes, and the expected impact on the services requested in this ITB.
- n. Describe any strategic plans or product initiatives that the Financial Institution has planned over the next five years. Discuss any services offered to other Agencies which may also be of interest to the County.
- o. Provide any additional information which would assist the County in evaluating the Financial Institution's qualifications and/or level of services in connection with the services requested within this ITB.
- p. Describe new processes that the County might pilot with the Financial Institution. Should the County and Financial Institution institute a system which would lower the Financial Institution's expense of providing a service to the County, the County would seek a reduction in price for that service.

## **5.2 Security**

- 5.2.1 Discuss the Financial Institution's information security policy, particularly as related to the services requested in this ITB.
- 5.2.2 Provide information about any data security breaches in the last five years at your Financial Institution and describe how they were resolved. Include information about the magnitude of the

breach.

- 5.3.3 Describe the encryption standards that will be utilized for the transmission of data, including e-mail, which may include sensitive information such as account numbers and personal identification numbers and/or passwords.
- 5.4.4 Describe the operating system that will be used on the server which will receive account data.
- 5.5.5 Describe the security associated with the server which will receive account data, including:
  - The identification of individuals with access to the data/files and/or the server;
  - The means by which audit logs of all activity on the server are maintained.
  - The timing of when a determination can be made as to whether data/files have been tampered with, or if the server's security has been compromised.

#### **5.4 Disaster Recovery**

- 5.4.1 Discuss and provide a summary of the Financial Institution's disaster recovery plan pertaining to the County's account(s). Include the Financial Institution's strategy for the prevention of a disruption in the County's Cash Management services.
- 5.4.2 Confirm that the Financial Institution has a real-time back-up of data. If not, describe the frequency of data back-ups.
- 5.4.3 For each of the services requested in the ITB, describe the procedures established for disaster recovery in the event of a systems failure or other disaster at the Financial Institution's primary processing site.
- 5.4.4 Describe the Financial Institution's disaster recovery test procedures. Indicate whether the Financial Institution will agree to test its plan with the Treasurer so that potential operational impact to the County can be mitigated.
- 5.4.5 Indicate whether the financial institution maintains a "hot" back-up site and describe its capabilities. If the Financial Institution does not have a "hot" back-up site, indicate the amount of time it will take to activate a backup processing site and the duration for which it can operate at the site.
- 5.4.6 Describe disaster recovery services that the Financial Institution can provide if the County cannot operate from its own facilities including, but not limited to, provision of office space.

#### **5.5 Implementation and Customer Service**

- 5.5.1 Discuss your plans for educating and training employees of the Treasurer and appropriate agencies in the use of your systems/software. Describe materials available and/or any on-site training provided by the Financial Institution.
- 5.5.2 Describe your Financial Institution's customer service organizational structure and provide an organization chart.
- 5.5.3 Identify the specific Relationship Manager who will be assigned to handle the County and indicate if he/she will be permanently located in Toledo. Also, describe:
  - a. The number of accounts for which this person will be the primary contact;
  - b. The method by which the Financial Institution will ensure continuity of service when the Relationship Manager is unavailable; and,
  - c. The extent of the Relationship Manager's authority for making decisions regarding billing, requests for compensation, implementation of treasury programs within the bank, and

other matters pertaining to the relationship with the County, or outline some other alternative chain of command if the Relationship Manager will not be vested with the foregoing responsibilities.

- 5.5.4 Describe the Financial Institution's technical customer support for computer hardware, software, and communication problems and the level of IT support that will be committed to this account.
- 5.5.5 Describe the established turnaround times for returning phone calls and e-mail inquiries.
- 5.5.6 Describe the established turnaround times for research and adjustment items.
- 5.6 **Use of Subcontractors**
- 5.6.1 Identify any Subcontractor and the nature of their services that will be required as a part of the services provided in this proposal.

## **6.0 Depository and Controlled Disbursement Services**

The County's depository banking operation consists of the County of Ohio Regular Account, Consolidated Check Clearing Account. Additional depository accounts, including accounts held in the custody of the Treasurer, are maintained with various financial institutions. Types of deposits include cash, un-encoded checks, pre-encoded checks, ACH, wires, ZBA, and account transfers. Disbursements from the County's Regular Account are made by electronic fund transfer such as wire or ACH. Disbursements from other depository accounts are made by direct debits, ACH, wires, ZBA, and account transfers. Balances remaining in accounts are, in most cases, invested overnight or used to earn earnings credits.

### **6.1 Depository and Controlled Disbursement Services Information**

- 6.1.1 County agencies maintain numerous bank accounts outside the scope of this ITB that would not be included on the Treasurer's account analysis statements. The Financial Institution should indicate whether it would be willing to extend the Banking Services Agreement prices to entities of the County whose accounts are not designated through this ITB process.
- 6.1.2 Describe the deposit service options available to the County.
- 6.1.3 Describe the deposit and change order procedures, cut-off times and security through the Financial Institution's vault service.
- 6.1.4 Describe the deposit cut-off time (Eastern Standard Time) to ensure same day ledger credit.
  - a. Describe any differences in deposit times for cash, versus checks, drafts, electronic fund transfers, etc.
  - b. Discuss any options that might affect this cut-off time.
- 6.1.5 Describe the requirements for depositing un-encoded checks (e.g. batch size, audit tapes).
  - a. Discuss whether there are any benefits or requirements to separating cash and checks into two separate deposit tickets and/or deposit bags.
  - b. Discuss whether there is a limit on the number of deposit tickets that can be included in one deposit bag.
  - c. Discuss how the Financial Institution verifies check and/or cash deposits after deposit bags are opened.
  - d. Discuss the types of deposit bags the Financial Institution allows/requires.

- e. Discuss whether the Financial Institution provides deposit courier service.
- 6.1.6 Discuss how deposit adjustments are handled including whether the deposit amount is adjusted or if a debit or credit memo is processed; how deposit adjustments are reported and how counterfeit bills are handled.
- 6.1.7 Describe the Financial Institution's ZBA functionality including:
- a. The number of entries per day made from the ZBA to the County's Regular Account.
  - b. Whether the ZBA transfer amounts are based on collected or ledger balances.
  - c. The times (Eastern Standard Time) the ZBA transfers are completed.
  - d. Whether the ZBA transfers reflect intraday adjustments to the account(s) and how adjustments are processed.
- 6.1.8 The Financial Institution shall inform the County and Treasurer of any changes over the duration of the Banking Services Agreement to the availability schedule, such as changes in direct sends, extended hours at the Federal Reserve Bank, etc.
- a. Describe how availability is determined and calculated. Discuss any assigned fractional float.
  - b. Provide an availability schedule detailing collection endpoints.
- c. Indicate whether the County receives the same availability as that which the Financial Institution receives for each deposited item based on point of deposit determined by ABA numbers of each deposit item.
- 6.1.9 Describe the Financial Institution's returned items process.
- a. Indicate whether returned deposited items can be automatically redeposited, including the number of times and any additional cost for redeposit.
  - b. Discuss the Financial Institution's ability to redeposit these items as ACH transactions when they qualify under NACHA rules.
  - c. Discuss the Financial Institution's ability to provide images of returned items through online systems.
  - d. Discuss the Financial Institution's returned item and re-clear processing. List any non-standard options that are available.
  - e. Describe whether the Financial Institution assigns float to returned items.
- 6.1.10 Describe the Financial Institution's ability to provide a detailed, returned item transmission.
- a. Indicate whether the transmission includes both returns and re-clears.
  - b. Indicate whether there is a separate record for each returned item.
  - c. Discuss the Financial Institution's ability to provide the following details within a returned item file:

- Checking account and ABA number
- Check number
- Check amount
- Original deposit date
- Reason code
- Other field capabilities

## **6.2 Electronic Funds Transfers**

- 6.2.1 Describe the Financial Institution's wire transfer department, including location, personnel, and the normal operating hours for incoming and outgoing transfers.
- 6.2.2 Discuss the time frames and availability of online reporting of incoming and outgoing wires and whether this reporting is in batch mode or real time. Explain any exceptions pertaining to other electronic transactions.
- 6.2.3 Discuss the Financial Institution's electronic fund transfer services and the associated reporting tools available to the County.
- 6.2.4 Discuss whether the Financial Institution has procedures in place to allow the County to initiate a priority wire transfer requiring special handling and immediate release.
- 6.2.5 Describe the Financial Institution's capability of warehousing wire transfers for future value dated transactions.
- 6.2.6 Describe the timeframe for executing a future dated wire automatically on the value date and the possibility for canceling a previously warehoused wire transfer request on or before the value day.
- 6.2.7 Describe the Financial Institution's conditions, procedures, and timeframes for repairing incoming and outgoing wires.
- 6.2.8 Describe the Financial Institution's security features, including segregation of duties for the creation and approval of both repetitive and non-repetitive wire transfers.
- 6.2.9 The Treasurer requires the ability to transfer funds between County accounts within the same Financial Institution. Describe the methods, processes, and timing in which these transfers can take place (i.e., IBT, ACH, and Wire).
- 6.2.10 Describe the process to initiate and approve wires in the event the on-line wire processing system is unavailable.

## **6.3 ACH Services**

- 6.3.1 Describe the Financial Institution's ability to protect the County from unauthorized ACH debits. Indicate whether debit blocks can be used selectively to prevent unauthorized debits or if the entire account can be blocked. Explain whether limits must be placed on selected authorized originators to ensure the account is not debited more than authorized.
- 6.3.2 Discuss the County's notification options for returned ACH transfers.
- 6.3.3 Discuss the Financial Institution's ACH reversal processes, including the number of days post-settlement reversal requests can be processed.
- 6.3.4 Describe the Financial Institution's ability to process incoming ACH addenda records created in industry standard formats (CCD, CCD+, CTX), including whether the full detail information be available through online reporting.

- 6.3.5 Describe the Financial Institution's policies and procedures regarding sending and receiving pre-notifications for the initiation of ACH services.
- 6.3.6 Discuss the deadlines and procedures, which would allow the County to modify an originated ACH transaction prior to the Financial Institution's releasing of the transaction to the ACH operator.
- 6.3.7 Indicate the time of day the County will receive availability for ACH collections and be charged for funding of disbursements. Also indicate the time when these transactions will post to the County's account and whether these amounts will be seen intraday.
- 6.3.8 Describe the procedures, deadlines, and availability for same-day ACH book transfers.
- 6.3.9 Describe the Financial Institution's ability to provide ACH debit originations from pre-authorized, non-County accounts using the ACH network.
- 6.3.10 Discuss activities in which the Financial Institution participates that could shape the future of ACH.
- 6.3.11 Discuss the factors that differentiate the Financial Institution's service from that of other providers.
- 6.3.12 Discuss any other disbursement methods not addressed above.
- 6.3.13 All adjustments must be listed separately. Netting of adjustments either credit or debit are not allowed.

#### **6.4 Controlled Disbursement and Positive Pay**

- 6.4.1 The County utilizes a controlled disbursement account to clear checks/warrants, but is considering using an account with positive pay. Discuss the pros and cons of utilizing the Financial Institution's controlled disbursement services versus going to a positive pay environment.
- 6.4.2 Notwithstanding the occasional unavoidable delays, discuss the Financial Institution's earliest available time to provide the County with final presentment information, including:
  - a. The times for each day's presentment totals.
  - b. The percentage of items/dollars in each presentment.
  - c. The method for providing this information.
- 6.4.3 Describe the Financial Institution's policy and any restrictions or limits on individual checks/warrant amounts.
- 6.4.4 Describe the County's funding options (e.g., wire, ACH, ZBA), and identify any requirements and restrictions.
- 6.4.5 Describe the Financial Institution's policy and procedures to resolve overdrafts caused by funding failures as a result of insufficient funding by the County, Financial Institution errors, delays in notifications, or Federal Reserve problems.
- 6.4.6 Discuss the County's ability to view, retrieve, manage, and store images of controlled disbursement items.
- 6.4.7 Provide a list of all transaction types that are reported as miscellaneous transactions.
- 6.4.8 Describe the Financial Institution's procedures for both full and partial account reconciliation. Discuss reconciliation features the Financial Institution has that would distinguish it from other

Financial Institutions.

6.4.9 Provide the following information about positive pay.

- a. Describe the methods for acceptance of check issues and voids.
- b. Discuss methods available for communication of manual issues or deletes (i.e., fax, telephone, balance reporting system, or other method).
- c. Discuss whether cashed checks/warrants are verified against the issue file at the point of encashment (i.e. by your Financial Institution's tellers). If not, discuss the process cashing checks/warrants.
- d. Explain how "paid - no issue" reports are delivered.
- e. Discuss the daily process for comparing checks/warrants paid against a checks/warrants issued file and the timing and daily notification process for PNI checks.
- f. Discuss whether the PNI checks/warrants are automatically added to the paid file for account reconciliation purposes.
- g. Discuss the Financial Institution's ability to provide Payee Positive Pay. In the discussion, include the pros and cons of this service. Do not discuss actual pricing here.
- h. Indicate the County's deadline for the transmission of check/warrant issuance files to the Financial Institution.
- i. How and when the County will be notified of exceptions, and how the County is expected to respond to exceptions.
- j. Indicate the County's deadline for the pay/no pay decisions.
- k. In the event that the Financial Institution does not receive the County's pay decision response by the stated deadline, explain the default disposition.
- l. Disclose how the County is notified and credited for items selected to be returned.
- m. Discuss the Financial Institution's other methods or services available to protect the County from fraudulent activities.

6.4.10 In regard to reporting and online financial banking services, address the following:

- a. Describe how the Financial Institution's online reporting system will provide beginning and ending ledger (book) balances, collected balances, available balances, float assignment, and current day reporting, and information on deposits, paid items, outstanding items, stop items, PNI, stop-no issue, returned items, pending return items, deposit corrections, and miscellaneous debit/credit adjustments.
- b. Provide the earliest time the Financial Institution can provide Prior Day activity files.
- c. Describe any other information that can be reported, including ad hoc reporting capabilities.
- d. Discuss any special software and hardware requirements.
- e. Discuss whether reports can be downloaded and describe the formats of such downloads.
- f. Identify the number of days that data can be accessed online before it drops off the system and whether previous days' reports can be generated for every day, or a range of days, in the current month. Describe any permanent archiving of this information by the Financial Institution.
- g. Describe the Financial Institution's online imaging capabilities. Discuss the format of the imaged documents, and the duration for images to remain accessible online. Provide a listing of documents imaged by the Financial Institution's system. Include whether the images sent to the Treasury's computer systems will be in bulk via SFTP or by some other method.

- h. Indicate whether individual users can be restricted to accessing only certain accounts or certain transaction types and whether individuals can be restricted to view-only access.
- i. Describe the procedure whereby the County can assign administrators to manage users.
- j. Disclose the limits to the number of users that can access the application simultaneously.
- k. Provide the time (Eastern Standard Time) each day when information becomes available for prior day transactions.
- l. Disclose when intraday transactions are available, and how often the intraday is updated.

6.4.11 Discuss any charges for online or electronic information reporting and whether the charges are based on a reporting module basis, a transaction basis, a report basis, etc. Do not discuss actual pricing here.

6.4.12 Indicate the type of output reporting that is available for cycle-end deposit reporting (e.g., mailed paper report, magnetic tape, cartridge, CD-ROM, file transmission).

## **7.0 EARNINGS CREDIT RATE**

### **7.1 Earnings Credit Rate Calculation**

7.1.1 Provide the Financial Institution's Earnings Credit Rate using the following formula:

**Account Balance x (Index +/-Basis Points) / Number of Days in the Year x Number of Days in the Period**

Where:

The Account Balance will be calculated as the average monthly net investable balance.

The Index used should be the Fed Funds Effective Rate on the last day of the month being analyzed.

The +/- Basis Points is the variable the Financial Institution defines.

The Number of Days in the Year equals 365.

The Number of Days in the Period is the actual days in the month being analyzed.

7.1.2 Indicate whether there are tiered rates for levels of net investable balances.

7.1.3 Describe how excess earnings credits will be reported and carried forward from month-to-month, year-to-year, and from the ending date of the Banking Services Agreement to any subsequent banking services contract period.

## **8.0 FEE PROPOSAL**

## 8.1 Fees

8.1.1 Using the transaction volumes and the annual average collected balance included in Exhibit A, provide the Financial Institution's proposed fees based on the aggregate annual transaction volumes listed. A completed electronic copy of the Fee Proposal Spreadsheet must be included on CD in Excel format with the electronic copy of the response to this ITB. The Financial Institution should also include a printed version of the spreadsheet in its response to the ITB.

Every attempt has been made to include all probable AFP Service Codes. The Financial Institution may indicate an equivalent AFP and BSID code combination on the Fee Proposal spreadsheet. The Financial Institution may enter other AFP codes and fees into the Fee Proposal spreadsheet that it views as having been omitted. Added rows should be highlighted in yellow, and unused rows should not be deleted. If prices are tiered based on volume, all pricing tiers must be provided. If discounts will be offered in the event the Financial Institution is awarded more than one account under this ITB, revised rates should be clearly disclosed. If the Financial Institution has submitted a proposal that necessitates that the County purchase hardware and/or software, those costs should be listed.

***See Exhibit A for the Fee Proposal Spreadsheet.***

8.1.2 Discuss any proposed optional fees for services that have not been identified in this ITB. For example, if the Financial Institution proposes an alternative banking service that exceeds the required services, or enhances the required service, an additional line should be inserted at the bottom of the fee proposal spreadsheet and highlighted in blue. All fees listed as "optional" will not be considered in the price evaluation and comparison of the required specifications of this ITB.

a. Provide a complete description of any optional fees applicable to this ITB.

8.1.3 Discuss discounts and/or pricing efficiencies that can be realized by the award of a combination of services and/or award of specific accounts.

8.1.4 Indicate if the proposed fees are tiered (volume and/or balance sensitive) or flat fees. Discuss any special service rates which may be available to the County.

8.1.5 Indicate if the proposed fees are dependent upon other account relationships/product services being maintained at the Financial Institution. Describe how the relationships/product services would impact the service fees.

8.1.6 Describe the procedures used to make any adjustments to the electronic Account Analysis statements.

8.1.7 Discuss the following in regards to Account Analysis:

- a. The time period for the Financial Institution to correct any billing errors on Account Analysis.
- b. The time period for adjustments to take effect.
- c. The method by which adjustments are handled if the analysis period is closed.
- d. The method used to notify the County of Account Analysis adjustments.
- e. Whether "revised" Account Analysis statements will be processed and delivered to the County, or, are the adjustments noted on the following month's statement.

## **9.0.0 ELECTRONIC CASH LETTER**

9.1 The Treasurer's Office currently process payments in our own Remittance and Lockbox System (R&L) using an X937 system.

Discuss the following characteristics of your Electronic Cash Letter System.

- a. Cost if any of implementing this system.
- b. Is your format type compatible to our X937 R&L System?
  1. If format types are not compatible, who will bear the extra cost associated during the conversion?
- c. Transmissions Regulations.
- d. Error Policy for lost transmissions or interrupted transmissions.
- e. Return Policy.
- f. Monthly fees if any.
- g. Financial Institution system is down explain back up procedures etc.
- h. Describe Software and type of on-line access.
- i. Daily timeframe for electronic deposit transmission for same day credit.

## 10.0 Exhibit A – Fee Proposal Spreadsheet

Pricing for the County Banking Services shall be presented as listed on the pricing sheets in this section. Bidders must complete this form for the proposal to be considered valid. Comparable fees based upon detailed schedule must be attached on a separate schedule.

Authorized Signature/Date required (end of section)

The following list of estimated service quantities is compiled from a fee analysis of 2011. There are no guarantees that future activity will follow this pattern, but it is offered as a guide. Note: while the Treasurer maintains multiple accounts, only one is maintained for the majority of activity. For this purpose, all volumes were added together.

Bank Account/Title	Total for 2011
Checking	
Demand Deposit Related Services:	
Account Maintenance	96
Regular Deposit Tickets (N)	1560
Deposit Tickets (O)	16
Deposit Item-PNC	18799
Deposit Items Local RCPC (N)	45088
Deposit Items/Other Fed City	35546
Deposit Items/Other Fed City RCPC	49899
Deposit Items/Other Fed Premium (N)	5571
Paid Items	82375
Returns	323
Reclears	437
Deposit Items/Local City (E)	40
Deposit Items/Other Fed RCPC (E)	48
Ret'd Ck Mngt Monthly Fee	12
RCMS Returned Items	788
Return Items Alternate Accts	344
FICO Insurance Charges	
Monthly FDIC Fee Assessment	
Information Services:	
Previous Day Account	132
Prev Day Detail/2 month storage	16102
Prev Day Detail/6month storage	5101
Current Day Detail BAI	84591

Info Reporting Monthly	12
Prev Day Trans 2 Months	31699
Prev Day Trans 6 Months	56421
Current Day Transaction	77836
Ach Special Report	291
EDI Special Report	889
Disbursement Monthly Maintenance	12
AR Advantage Monthly Maintenance	12
Funds Transfer Monthly Maintenance	12
Reverse Posi Pay Monthly Maintenance	12
Ach Orig Web Maintenance	11

#### Remote Deposit Related Services

Remote Deposit Capture-Tickets	225
Image Deposit Tickets	83591
NCC CRC Maintenance	7
NCC CRC Image Cash Letter Cap Items	174828

#### Wire Transfer Services

Incoming Wire Transfers	241
Web Outgoing Domestic	700
Web Outgoing Book Transfers	62
Repeat Code Maintenance	7

#### Account Reconciliation Service

Partial Recon	12
Partial Recon Item	67887
Full Recom	12
Full Recom Item	9187
Input/Output Transmission	10376
Output Transmission	16058
ARP Inages	70408
Add'l CD Copies	29
Posi Pay Monthly Maintenance	12
Web Rev Posi-Pay Returns Items	191
Web Image Viewed	572
Web Disb Stops and Cancel	27
Web Disb Check Inquiry	78

Electronic Data Interchange	
Ach Payments Received	6421
EDI Remittance Reports-Internet	251
Monthly Maintenance	32
Miscellaneous Branch Services	
Cash Verification Fee	657347
Night Drop Bag Deposit	56
Overdraft Handling	4
Ach Services	
Debits Received	1185
Credits Received	3898
NCC Ach Rec-Ach Posi-Pay Maintenance	6
ACH Direct Credit Rec'd	70753
ACH Direct Debit Rec'd	1849
NCC Ach Rec Posi-Pay Returns	23
Addenda Records	1695
Direct Input File	35
NCC Ach Orig Web Account Transfers	1304
NCC Ach Web Credit/Debit Items	6566
Ach Returned Items	22
Account Transfer	1030
Notification of Change	147
Posi Pay Maintenance	18
WEB Credit/Debit	41
Controlled Disbursement Services	
Controlled Disbursement Maintenance	22
Controlled Disbursement Items	76136
Wholesale Lockbox A/R Advantage:	
Standard Box Maintenance Cle	12
Standard per Item Cle	1826
Batch Preparation	577
Deposit Tickets	357
Deposit Item Clearing	1826
Correspondence Only	582
Check Images	1826

Document Images	6811
Image CD	12
Image Monthly Maintenance	12
Web Page Generation	1169

AFP Reference Code	2004 AFP Code Description	Alternate AFP Code	Bank Service ID Code	Bid Price	Billable Unit
<b>10000</b>	<b>General Account Services</b>				
10000	Demand Deposit Account Maintenance				
10200	Remote Deposit Capture Tickets				
0103ZZ	Print Image Statement - Maint.				
<b>100000</b>	<b>Depository Services</b>				
100000	MMDA Account Maintenance				
100005	Night Drop Bag Deposit				
100200	Regular Dep. Ticket (Q)				
100200	Regular Dep. Ticket (N)				
100218	Remote Deposit Check Images				
100222	Deposit Items on US (N)				
100223	Deposit Items Tier 1				
100400	Return Item Processing - Regular				
100402	Return Item Processing - Reclear Item				
100416	Return Check Mgmt. Monthly Fee				
100440	Return Item Alternate Acct/Address				
<b>150000</b>	<b>Paper Disbursement Services</b>				
150000	Controlled disbursement Maint.				
150110	Controlled Disbursement Items				

150320	Web Rev Pos Pay Return Items				
<b>200000</b>	<b>Account Reconciliation Services</b>				
200000	Teller Positive Pay Maint.				
200000	Positive Pay Monthly Maint.				
200000	Intraday Funding Item				
200010	Full Recon Monthly Maint.				
200020	Partial Recon Monthly Maint.				
200110	Full Reconcilement Item				
200201	Input/Transmission Items				
202001	Partial Reconcilement Item				
200310	ARP Hard Copy Recon. Report				
209999	Web Image Viewed				
209999	Web Image Viewed Archive				
209999	Image Output CD				
209999	ARP Image Items				
209999	Image Maintenance				
209999	Output Transmission Item				
999999	Web Disb Stops & Cancels				
999999	Web Disb Check Inquiry				
<b>250000</b>	<b>ACH Services</b>				
250000	NCC ACH Orig Web Maintenance				
250000	NCC ACH Orig-Web-Account Transfers				
250000	NCC ACH Web Credit/Debit Items				

250100	NCC ACH Orig-Debit Items				
250101	NCC ACH Orig Direct-Credit Items				
250120	ACH Originated - Addenda Records				
250200	ACH Received - Debit				
250201	ACH Received - Credit				
250202	ACH Payments Received - Debit/Credit				
250302	NCC ACH Orig-Returned Items				
250501	NCC ACH Orig-Direct Input File				
251050	NCC ACH Rec-ACH Positive Pay Maint.				
251070	NCC ACH Orig-Notification of Change				
<b>300000</b>	<b>EDI Services</b>				
300020	Monthly Maintenance				
309999	EDI Remittance Report PDF				
409999	EDI Remittance Report Internet				
<b>350000</b>	<b>Wire Transfer Services</b>				
350109	Pinacle Web Outgoing Domestic				
350129	Pinacle Web Outgoing Book Transfer				
350300	Incoming Wire Transfer				
350541	Wire Transfer Repair Charge				
350551	Repeat Code Storage				
350551	Pinacle Web Template Storage				
<b>400000</b>	<b>Information Services</b>				
400222	Previous Day Account				

400225	Current Day Account				
40027Z	Pinacle Info Reporting Monthly				
400271	Pinacle Prev Day Trans 6 month				
400274	Current Day Transaction				
409999	Current Day Detail BAI				
409999	Reverse Pospay Monthly Main				
409999	Pinacle Information Reporting Image				
409999	Returns check Mgmt Monthly				
409999	Account Transfer Scheduled Transfer				
50030	Pinacle AR advantage Monthly Maint.				
999999	Funds Transfer Monthly Main				
999999	Disbursements Monthly Maint				
999999	Pinacle Account Transfer				
999999	Acct Transfer Monthly Maint.				
999999	EDI Special Report				
999999	ACH Special Report				
<b>5000</b>	<b>Wholesale Lock Box A/R Advantage</b>				
50000	Standard Box Maint. CLE				
50100	Standard Per Item Cle				
50301	Batch Preparation CLE				
50300	Deposit Tickets Cle				
59999	Deposit Item Clearing Cle				
5011M	Correspondence Only Cle				

59999	Check Images Cle				
59999	Document Images Cle				
50403	Image CD Cle				
59999	Back Side Image Capture Cle				
59999	Image Monthly Maint. Cle				
50400	Web Page Generation Cle				
50133	Multiple Mailing Addresses Cle				
59999	PDF Print Maintenance Cle				
59999	PDF Print Batch Level Cle				
	<b>Miscellaneous- Other</b>				
999999	Printed Statement Fee				

## **12.0 Exhibit B – Collateral**

### **135.18 Security for repayment of public moneys.**

(A) The treasurer, before making the initial deposit in a public depository pursuant to an award made under sections 135.01 to 135.21 of the Revised Code, except as provided in section 135.144 of the Revised Code, shall require the institution designated as a public depository to pledge to and deposit with the treasurer, as security for the repayment of all public moneys to be deposited in the public depository during the period of designation pursuant to the award, eligible securities of aggregate market value equal to the excess of the amount of public moneys to be at the time so deposited, over and above the portion or amount of such moneys as is at that time insured by the federal deposit insurance corporation or by any other agency or instrumentality of the federal government. In the case of any deposit other than the initial deposit made during the period of designation, the amount of the aggregate market value of securities required to be pledged and deposited shall be equal to the difference between the amount of public moneys on deposit in such public depository plus the amount to be so deposited, minus the portion or amount of the aggregate as is at the time insured as provided in this section. The treasurer may require additional eligible securities to be deposited to provide for any depreciation which may occur in the market value of any of the securities so deposited.

(B) The following securities shall be eligible for the purposes of this section:

(1) Bonds, notes, or other obligations of the United States; or bonds, notes, or other obligations guaranteed as to principal and interest by the United States or those for which the faith of the United States is pledged for the payment of principal and interest thereon, by language appearing in the instrument specifically providing such guarantee or pledge and not merely by interpretation or otherwise;

(2) Bonds, notes, debentures, letters of credit, or other obligations or securities issued by any federal government agency or instrumentality, or the export-import bank of Washington; bonds, notes, or other obligations guaranteed as to principal and interest by the United States or those for which the faith of the United States is pledged for the payment of principal and interest thereon, by interpretation or otherwise and not by language appearing in the instrument specifically providing such guarantee or pledge;

(3) Obligations of or fully insured or fully guaranteed by the United States or any federal government agency or instrumentality;

(4) Obligations partially insured or partially guaranteed by any federal agency or instrumentality;

(5) Obligations of or fully guaranteed by the federal national mortgage association, federal home loan mortgage corporation, federal farm credit bank, or student loan marketing association;

(6) Bonds and other obligations of this state;

(7) Bonds and other obligations of any county, township, school district, municipal corporation, or other legally constituted taxing subdivision of this state, which is not at the time of such deposit, in default in the payment of principal or interest on any of its bonds or other obligations, for which the full faith and credit of the issuing subdivision is pledged;

(8) Bonds of other states of the United States which have not during the ten years immediately preceding the time of such deposit defaulted in payments of either interest or principal on any of their bonds;

(9) Shares of no-load money market mutual funds consisting exclusively of obligations described in division (B) (1) or (2) of this section and repurchase agreements secured by such obligations;

(10) A surety bond issued by a corporate surety licensed by the state and authorized to issue surety bonds in this state pursuant to Chapter 3929. of the Revised Code, and qualified to provide surety bonds to the federal government pursuant to 96 Stat. 1047 (1982), 31 U.S.C.A. 9304;

(11) Bonds or other obligations of any county, municipal corporation, or other legally constituted taxing subdivision of another state of the United States, or of any instrumentality of such county, municipal corporation, or other taxing subdivision, for which the full faith and credit of the issuer is pledged and, at the time of purchase of the bonds or other obligations, rated in one of the two highest categories by at least one nationally recognized standard rating service.

(C) If the public depository fails to pay over any part of the public deposit made therein as provided by law, the treasurer shall sell at public sale any of the bonds or other securities deposited with the treasurer pursuant to this section or section 131.09 of the Revised Code, or shall draw on any letter of credit to the extent of the failure to pay. Thirty days' notice of the sale shall be given in a newspaper of general circulation at Columbus, in the case of the treasurer of state, and at the county seat of the county in which the office of the treasurer is located, in the case of any other treasurer. When a sale of bonds or other securities has been so made and upon payment to the treasurer of the purchase money, the treasurer shall transfer such bonds or securities whereupon the absolute ownership of such bonds or securities shall pass to the purchasers. Any surplus remaining after deducting the amount due the state or subdivision and expenses of sale shall be paid to the public depository.

(D) An institution designated as a public depository may, by written notice to the treasurer, designate a qualified trustee and deposit the eligible securities required by this section with the trustee for safekeeping for the account of the treasurer and the institution as a public depository, as their respective rights to and interests in such securities under this section may appear and be asserted by written notice to or demand upon the trustee. In which case, the treasurer shall accept the written receipt of the trustee describing the securities that have been deposited with the trustee by the public depository, a copy of which shall also be delivered to the public depository. Thereupon all securities so deposited with the trustee are deemed to be pledged with the treasurer and to be deposited with the treasurer, for all the purposes of this section.

(E) The governing board may make provisions for the exchange and release of securities and the substitution of other eligible securities therefore except where the public depository has deposited eligible securities with a trustee for safekeeping as provided in this section.

(F) When the public depository has deposited eligible securities described in division (B)(1) of this section with a trustee for safekeeping, the public depository may at any time substitute or exchange eligible securities described in division (B)(1) of this section having a current market value equal to or greater than the current market value of the securities then on deposit and for which they are to be substituted or exchanged, without specific authorization from any governing board, boards, or treasurer of any such substitution or exchange.

(G) When the public depository has deposited eligible securities described in divisions (B)(2) to (9) of this section with a trustee for safekeeping, the public depository may at any time substitute or exchange eligible securities having a current market value equal to or greater than the current market value of the securities then on deposit and for which they are to be substituted or exchanged without specific authorization of any governing board, boards, or treasurer of any such substitution or exchange only if:

(1) The treasurer has authorized the public depository to make such substitution or exchange on a continuing basis during a specified period without prior approval of each substitution or exchange. The authorization may be effected by the treasurer sending to the trustee a written notice stating that substitution may be effected on a continuing basis during a specified period which shall not extend beyond the end of the period of designation during which the notice is given. The trustee may rely upon this notice and upon the period of authorization stated therein and upon the period of designation stated therein.

(2) No continuing authorization for substitution has been given by the treasurer, the public depository notifies the treasurer and the trustee of an intended substitution or exchange, and the treasurer fails to object to the trustee as to the eligibility or market value of the securities being substituted within ten calendar days after the date appearing on the notice of proposed substitution. The notice to the treasurer and to the trustee shall be given in writing and delivered personally or by certified or registered mail with a return receipt requested. The trustee may assume in any case that the notice has been delivered to the treasurer. In order for objections of the treasurer to be effective, receipt of the objections must be acknowledged in writing by the trustee.

(3) The treasurer gives written authorization for a substitution or exchange of specific securities.

(H) The public depository shall notify any governing board, boards, or treasurer of any substitution or exchange under division (G)(1) or (2) of this section. Upon request from the treasurer, the trustee shall furnish a statement of the securities pledged against such public deposits.

(I) Any federal reserve bank or branch thereof located in this state or federal home loan bank, without compliance with Chapter 1111. of the Revised Code and without becoming subject to any other law of this state relative to the exercise by corporations of trust powers generally, is qualified to act as trustee for the safekeeping of securities, under this section. Any institution mentioned in section 135.03 of the Revised Code that holds a certificate of qualification issued by the superintendent of financial institutions or any institution complying with sections 1111.04, 1111.05, and 1111.06 of the Revised Code, is qualified to act as trustee for the safekeeping of securities, other than those belonging to itself, under this section.

Upon application to the superintendent in writing by an institution, the superintendent shall investigate the applicant and ascertain whether or not it has been authorized to execute and accept trusts in this state and has safe and adequate vaults and efficient supervision thereof for the storage and safekeeping within this state of securities. If the superintendent finds that the applicant has been so authorized and has such vaults and supervision thereof, the superintendent shall approve the application and issue a certificate to that effect, the original or any certified copy of which shall be conclusive evidence that the institution therein named is qualified to act as trustee for the purposes of this section with respect to securities other than those belonging to itself.

Notwithstanding the fact that a public depository is required to pledge eligible securities in certain amounts to secure deposits of public moneys, a trustee has no duty or obligation to determine the eligibility, market value, or face value of any securities deposited with the trustee by a public depository. This applies in all situations including, without limitation, a substitution or exchange of securities.

Any charges or compensation of a designated trustee for acting as such under this section shall be paid by the public depository and in no event shall be chargeable to the state or the subdivision or to the treasurer or to any officer of the state or subdivision. The charges or compensation shall not be a lien or charge upon the securities deposited for safekeeping prior or superior to the rights to and interests in the securities of the state or the subdivision or of the treasurer. The treasurer and the treasurer's bonders or surety shall be relieved from any liability to the state or the subdivision or to the public depository for the loss or destruction of any securities deposited with a qualified trustee pursuant to this section.

Effective Date: 06-28-2002; 07-04-2006

## **13.0 Exhibit C – Bank Accounts**

- 13.1 Checking Account:
  - 1. Account needs to handle large sums of money
  - 2. Tied with CDA
  - 3. Must have an Account Analysis Statement along with
    - a. Account transfer
    - b. ARP Statement
    - c. ACH Transfers
    - d. Current Day BAI Reporting
    - e. DDA Statements
    - f. Deposit Tickets
    - g. Funds Transfer
    - h. Image on Demand
    - i. Previous Day Reporting
    - j. Reverse Positive Pay
    - k. Special Reports
  
- 13.2 Real Estate Account:
  - 1. Account Transfer
  - 2. Current Day Reporting
  - 3. Previous Day Reporting
  
- 13.3 CSEA Account:
  - 1. Account Transfers
  - 2. Deposit Tickets
  - 3. ACH Debit (State of Ohio)
  
- 13.4 Auditor's Dog Tax Account:
  - 1. Account Transfers
  - 2. Current Day and Previous Day Reporting
  
- 13.5 EMS Lock Box Account:
  - 1. Account Transfers
  - 2. Current Day and Previous Day Reporting
  
- 13.6 CDA Account: Tied with main checking account
  - 1. ZBA
  - 2. Account Transfers
  - 3. ARP Statement
  
- 13.7 Land Bank Account:
  - 1. Account Transfers
  - 2. Current Day and Previous Day Reporting
  - 3. Deposit Tickets
  - 4. Funds Transfer

- 13.8 Recorders Tax Lien Account:
  - 1. Account Transfers
  - 2. Current and Previous Day Reporting
  
- 13.9 Public Defenders Account:
  - 1. Account Transfers
  - 2. Current and Previous Day Reporting
  
- 13.10 Sanitary Engineers Account:
  - 1. Account Transfers
  - 2. Current and Previous Day Reporting
  
- 13.11 Commercial Money Market Account:
  - 1. Account Transfers

## **14.0 Exhibit D– Authorized Personnel - Treasurer**

- 1) Lila Shousher  
Director of Financial Affairs  
(419) 213-4852  
[lshousher@co.lucas.oh.us](mailto:lshousher@co.lucas.oh.us)
  
- 2) Michael Murnen  
Banking Services Work Leader  
(419) 213-4313  
[mmurnen@co.lucas.oh.us](mailto:mmurnen@co.lucas.oh.us)
  
- 3) Gina Hughes  
Cash Management Work Leader  
(419) 213-4311  
[ghughes@co.lucas.oh.us](mailto:ghughes@co.lucas.oh.us)

All authorized Personnel are located at:

Lucas County Treasurer  
One Government Center Suite 500  
Toledo, Ohio 43604

## **15.0 OTHER INFORMATION**

- 15.1 If there is any other information the Treasurer should consider in the analysis of this proposal, please utilize this section to communicate it, being mindful of the 100-page limit set for the response to this ITB.

## **16.0 SUBMISSION CHECKLIST**

This checklist is provided for the Financial Institution's convenience only and identifies documents that must be submitted with each package in order to be considered responsive. Any proposals received without these requisite documents may be deemed non-responsive and not considered for award of public moneys and a Banking Services Agreement.

### **Documents to be submitted with proposal:**

- \_\_\_\_\_ 1. Page 1 of the ITB completed and signed
  
- \_\_\_\_\_ 2. Master copy of proposal – clearly marked “MASTER”
  
- \_\_\_\_\_ 3. 2 (2) copies of the proposal (including a printed copy of the Fee Proposal Spreadsheet w
  
- \_\_\_\_\_ 4. One copy of the proposal, including the Fee Proposal Spreadsheet, on a CD
  
- \_\_\_\_\_ 5. Attachment 1 – Exception Summary Form
  
- \_\_\_\_\_ 6. Most recent SAS-70, level 2 and SEC 10-Q

## **17.0 Exhibit E –Draft Banking Services Agreement**

### **BANKING SERVICES AGREEMENT**

This Banking Services Agreement (“Agreement”) is between the Lucas County Treasurer (hereinafter the "Treasurer"), located at One Government Center, Suite 500, Toledo, Ohio 43604 and \_\_\_\_\_ (hereinafter the "Bank"), located at \_\_\_\_\_.

The term of this Agreement is from November 1, 2012 through October 31, 2017. In the event a successor Agreement is not executed by November 1, 2012, the term of this Agreement shall extend beyond November 1, 2012.

This Agreement sets forth the banking services to be provided by the Bank for the funds and accounts listed in Exhibit #C. The Bank may not enter into sub-agreements for the performance of these banking services without the written permission of the Treasurer. In case of conflict between the terms of this Agreement and any such sub-agreement, the terms of this Agreement control.

#### **(I) DEFINITIONS**

The following words and/or phrases have the definitions given in this section:

- (A) “ACH” means Automated Clearing House - a facility used by financial institutions to exchange (clear and settle) electronic debit and credit entries drawn on one another;
- (B) “AFP” means Association for Financial Professionals;
- (C) “Agency” means any and all entities established under the laws of the County of Ohio for which the Treasurer serves as custodian and for which the Bank is holding an Account pursuant to this Agreement;
- (D) “Anticipated Disbursement Date” means current Business Day for wires, check disbursements and intra-bank transfers; following Business Day for ACH disbursements; any time a future-specific disbursement date is provided, such date shall override the preceding definition;
- (E) “BAI” means Bank Administration Institute;
- (F) “Business Day” means a day other than (1) Saturday or Sunday, (2) a day in which banks in Ohio are required by law to close or (3) a holiday recognized by the Federal Reserve System.
- (G) “FRB” means the Federal Reserve Bank System;
- (H) “NACHA” means National Automated Clearing House Association;
- (I) “Payment Order” means any valid disbursement request initiated by the Treasurer’s Authorized Personnel/Person, which may be in the form of wire transfer, check or ACH;
- (J) “PIN” means personal identification number issued by Bank to identify a specific Authorized Person of Treasurer, which has been delivered to such Authorized Person in a secure method.
- (K) “O.R.C.” means Ohio Revised Code;
- (L) “ITB” means the Lucas County Treasurer’s 2012-2017 Request for Proposal;

## (II) GENERAL TERMS AND CONDITIONS

### (A) ACCOUNTS

- 1) The Bank is responsible for the recording and safekeeping of all money deposited to Accounts. The Bank further agrees to pay over any money in Accounts on the demand or instruction of the Treasurer.
- 2) The Bank will consider this Agreement as sufficient documentation and signature authority for all subsequent documents, agreements, and service terms, including signature cards for individual Accounts and/or transactions.

### (B) AUTHORIZED PERSONNEL - BANK

The Bank shall assign specific Authorized Personnel to assume responsibility for compliance with the terms and conditions of this Agreement. These Authorized Personnel shall be knowledgeable about this Agreement, have the ability to adapt to the particular needs determined by the Treasurer, and have the authority to immediately address problems and provide responses in a timely manner. The Bank shall also assign specific customer service personnel knowledgeable about Agreement and responsible for daily problem resolution. The Bank's Authorized Personnel shall be set forth in Exhibit #F. The Bank shall notify the Treasurer in writing of any change in these Authorized Personnel.

### (C) AUTHORIZED PERSONNEL - TREASURER

A list of Authorized Personnel of the Treasurer is attached as Exhibit #D. The Treasurer shall send the Bank an amended Exhibit #D when any of its Authorized Personnel changes. This Exhibit #D contains current contact information for all departments of the Treasurer referenced in this Agreement.

### (D) COLLATERAL

- 1) The Bank shall pledge collateral to secure the deposits of the Treasurer and the Agency pursuant to O.R.C. 135.18 and shall enter into any agreements pursuant to any rules, regulations, or federal, state or county laws as may be required by the Treasurer to secure the Treasurer's interest in said collateral.
- 2) The Bank shall follow the collateral guidelines established by the Treasurer for securing public deposits as provided for in attached Exhibit #B.

### (E) CANCELLATION OF BANK AGREEMENT

This Agreement may be terminated without cause by the Treasurer by giving written notice to the Bank. Such termination shall not affect any outstanding transactions or any obligation under this Agreement that is then outstanding and the provisions of this Agreement shall continue to apply to each transaction and each obligation until all the obligations of each party to the other under this Agreement have been fully performed.

#### (F) INFORMATION DISCLOSURE

All information made available to the Treasurer shall also be made available at the same time and in the same format to the applicable Agency.

#### (G) NETWORK ACCESS

The Bank shall control access to its network through the utilization of security measures that restrict access. The Treasurer shall have no ability to modify such security methods and is in total reliance upon the Bank for the protection of the Treasurer's systems against access through the use of the Bank's network. The Bank represents that its security measures are designed, consistent with best industry practices, in an effort to (i) ensure that the Treasurer's systems cannot be accessed without the Treasurer's express authorization; (ii) enable the Bank to immediately terminate any unauthorized access; and (iii) Enable the Bank to identify the entity making such unauthorized access. The Bank shall make no changes to its security measures that would increase the risk of an unauthorized access.

#### (H) INTERNAL CONTROLS

- 1) The Bank shall maintain a strong internal control system, which includes policies and procedures adopted to ensure continuous safety of assets, accuracy and reliability of accounting data, operational efficiency and adherence to prescribed managerial policies.
- 2) The Bank shall annually provide to the Treasurer and the Agency an independent report, i.e. SAS 70 level 2, assuring enforcement of such policies and procedures. The Bank shall also provide annually (within 30 days after publication) to the Treasurer a copy of its Annual Report.
- 3) The Bank shall permit the Treasurer, the Agency, and auditors of either of them to conduct a periodic review of the Bank's internal control system. The Bank agrees to make space available for and cooperate with auditors when audits are made of the Treasurer or the Agency.
- 4) The Bank agrees that the Treasurer or the Agency may visit the Bank with a twenty-four hour
- 5) The Bank shall furnish to the Treasurer's Internal Audit Department and to the Agency, the current retention schedules for all applicable records, including, but not limited to, deposit records, records of incoming and outgoing wire transfers, records of corrections and adjustments to Accounts, and Account activity and analysis statements. The Bank shall notify the Treasurer and the Agency of any changes to these schedules. The Bank shall provide detailed documentation outlining the procedures of how the records shall be secured.

#### (I) BUSINESS CONTINUITY

- 1) The Bank certifies that it maintains a business continuity plan designed to ensure that the flow of services shall continue without interruption.
- 2) In the event of a disaster (either manmade or natural), the Bank shall assist the Treasurer's and the Agency's business continuity efforts to continue operations without interruption.
- 3) The Bank shall provide immediate notification via telephone to the Treasurer and the Agency if the Bank's systems experience any service disruption. The Bank shall further ensure that all data customarily supplied to the Treasurer and the Agency shall be provided upon resumption of services.

### (III) CASH MANAGEMENT AND RECONCILIATION SERVICES

#### (A) GENERAL ACCOUNT SERVICES

- 1) The Bank agrees to establish and maintain such Account(s) and sub-account(s) as are necessary to accommodate the Treasurer and the Agency.
- 2) The Treasurer and the Bank agree to comply with agreed-upon security procedures that can be modified by mutual agreement of the parties in writing during the tenure of this Agreement. The Treasurer shall be bound by any payment order issued in the Treasurer's name and accepted by the Bank in compliance with such security procedures.
- 3) The Bank shall assign a unique personal identification number (PIN) to each of the Authorized Personnel listed in Exhibits #D and as modified hereafter. This information shall be communicated in the strictest confidence to each Authorized Person, who agrees to hold this information in complete confidence throughout the term of this Agreement. The Bank agrees to make every reasonable effort to guard and protect sign-on identification codes and passwords. If at any time either the Bank, the Treasurer or the Agency has reason to believe that the confidentiality of any PIN or other code has been compromised in any way, either party shall request a change in code by immediately contacting the other party or parties by phone, followed by a confirmation letter. The Bank immediately shall cancel the PIN and/or code and, if requested by the Treasurer in confirming letter, shall issue a new PIN and/or code.
- 4) The Bank agrees to place debit blocks on all Accounts. This includes blocking ACH debit transfers initiated by Bank itself or initiated by any other financial institution.
- 5) If the Bank cannot execute a Payment Order on the Anticipated Disbursement Date, the Bank shall immediately notify the Treasurer's Investment Department by telephone to advise of the delay.
- 6) Payment Orders shall be initiated by the Treasurer in accordance with the terms of this Agreement. The Bank shall reject any Payment Order that is improperly initiated. The Treasurer shall supply any information the Bank may reasonably request evidencing any person's authority to initiate a Payment Order or do any other act contemplated under this Agreement.

- 7) The Bank shall not provide any banking service to the County, the Agency, or any other County entity without prior written approval by the Treasurer.

(B) ACH SERVICES

- 1) The Bank shall provide to the Treasurer and the Agency, on the effective date of an ACH transaction, detailed confirmations of all ACH credits received for the Account. These confirmations shall include, at a minimum, amount, customer name and customer identification. Should the Bank be unable to furnish such detail on the effective date of the transaction, the Bank shall provide to the Treasurer and the Agency, the total amount deposited to the Accounts through the ACH network and shall provide detailed confirmations to both the Treasurer and the Agency on the morning of the following Business day.
- 2) The Bank shall notify the Treasurer and the Agency of any ACH return Account no later than 11:00 a.m. next Business Day. The return will be reported via the Bank's internet based treasury management system.
- 3) The Bank agrees to the following: that each party shown as the Agency of an ACH file/entry received by the Bank from the Treasurer has authorized (1) the initiation of such file/entry; (2) the amount of crediting or debiting to the Account; (3) the effective entry date shown on such file/entry; (4) that such authorization is in force at the time of the delivery or transmittal of the entry to the Bank; and (5) that such authorization shall remain effective until such transaction is credited or debited to the Account.
- 4) If the Bank is unable to confirm the authenticity of a file/entry or cannot obtain all detailed information needed to process any file/entry, the file/entry shall not be processed.
- 5) The Treasurer and the Bank agree to follow NACHA required security procedures for verification and authenticity of ACH fund transfers.
- 6) The Treasurer may request the cancellation of an ACH debit transaction file. Any such communication shall indicate the name of the person initiating the cancellation. The Bank shall confirm any cancellation by contacting an Authorized Person designated in Exhibit #D who shall not be the person who initiated the cancellation. If the Bank is unable to confirm the cancellation of any transaction, the transaction shall not be cancelled. The Bank shall make a reasonable effort to act upon the request of an Authorized Personnel of the Treasurer for amendment or cancellation of an entry prior to transmission to an ACH or, in the case of an entry received for another account at the Bank, prior to crediting or debiting said account.
- 7) Unless specified otherwise in this Agreement, the Bank shall process entries as an originating Depository Bank on the day received, when received prior to the transfer deadlines set by this Agreement. The Bank shall make a best effort basis to process entries received after the cut-off deadlines on the Business Day the entry is received, but, in any event, such entries shall be processed no later than the following Business Day on which entries are received.

- 8) Entries received for an Account shall be credited or debited to that Account no later than the effective date contained in such entry provided that the processing date requirements previously stated have been met. If such requirements have not been met, the Bank shall credit or debit the Account in the amount of such entry on the next Business Day following such effective entry date.
- 9) The Bank shall have the right to reject an entry that does not comply with any requirement set forth in this Agreement. The Bank shall notify the Treasurer of such rejection as soon as the rejection is known, but in any event, no later than the Business Day such entry would otherwise have been transmitted by the Bank to the ACH or, in the case of an entry for an Account, its effective entry date.
- 10) The Bank shall notify the Treasurer and, if applicable, the respective Agency, via NACHA return file format, of all notification of changes relating to entries transmitted on behalf of the Treasurer or the Agency. The Bank shall also notify the Treasurer and, the respective Agency of the receipt of a returned entry from the ACH.
- 11) The Treasurer acknowledges and agrees that the Bank may conclusively rely on the account number(s) in a payment order that identifies an intermediary Bank, the Agency's Bank, or the Agency, even if the account number(s) correspond to a Bank, party or account title different from the Bank, entity or account title identified by name in the payment order, and that the Bank has no duty to detect any such inconsistency in identification, except for accounts at the Bank. The Treasurer shall pay the Bank the amount of the payment order received by the Bank if the Bank accurately transmits the payment order in reliance on the account number(s) provided by the Treasurer.
- 12) The Bank shall provide ACH concentration services for the concentration of funds from geographically dispersed Accounts via ACH. The Bank shall provide automated funding services for disbursement of funds via ACH, if required, per the terms specified above.

#### (C) WIRE TRANSFER SERVICES

- 1) The Bank shall receive incoming wire transfers for the Account and shall immediately credit the Account. The Bank shall send outgoing wire transfers, to accounts within and outside of the United States upon the instructions of the Treasurer's Authorized Personnel, which may be delivered verbally, electronically or in writing. For any verbal wire instructions, the Bank shall require valid PIN. The Bank shall verify all non-repetitive wires by calling the Treasurer's Authorized Personnel. Unless otherwise instructed by the Treasurer, the Bank is to receive, accept and execute all payment orders and to charge the appropriate Account. If for any reason the Bank is unable to complete a transfer, the Bank shall immediately notify the Investment Department of the Treasurer's office. The Treasurer and the Bank agree that any telephone conversation between the Treasurer's Authorized Personnel and the Bank may be electronically recorded.
- 2) The Bank may execute any payment order received after the specified transfer deadline on the same Business Day solely as an accommodation to the Treasurer. Any payment order received after the specified transfer deadline shall be considered received on the succeeding Business Day.

- 3) The Bank shall use reasonable efforts to act on a request by the Treasurer for cancellation of a payment order received by the Bank prior to executing a payment order to a Federal Reserve Bank, an intermediary Bank, or in the case of a book transfer, to another account at the Bank
- 4) In the event that the Bank shall receive conflicting instructions regarding any particular transaction, the Bank has a duty to attempt to resolve such conflict.

#### (E) PAPER DISBURSEMENT SERVICES FOR TREASURER'S CONSOLIDATE CHECK WRITING ACCOUNT

During the period of this Agreement, if requested, the Bank shall provide services associated with the issuance, control and processing of checks paid against an Account. This may include controlled disbursements and positive pay. Also included are check inquiries and stop payments, returned checks, teller services, check sorting, imaging and retention, and disbursement information reporting and software.

#### (F) BANK INITIATED ADJUSTMENTS

##### 1) Adjusting Entries

The Bank shall credit Accounts with the amounts shown on deposit tickets and shall make adjusting entries, if the amounts listed vary from the actual amounts deposited. The Bank shall notify, via e-mail, the Treasurer's Investment Department of all deposit corrections no later than noon on the Business Day following its receipt of deposit. Such notification shall include full identification to enable the Treasurer to verify the error.

- (a) The Bank shall prepare and deliver a bank advice for all Account deposit corrections or other Bank-initiated adjustments no later than noon of the Business Day following adjustment. A copy of this advice shall be delivered via e-mail to the Treasurer's Banking Services Department at ([mmurnen@co.lucas.oh.us](mailto:mmurnen@co.lucas.oh.us)) and shall include a detailed explanation of the adjustment.
- (b) Adjustments shall not be combined or netted with any other transactions, including other adjustments.

##### 2) Returned Deposit Items

- (a) If a deposit item is returned to the Bank, the Bank shall automatically re-deposit checks one time and ACH deposits up to three times. The Bank may create an ACH debit entry in place of a paper check if the paper check is returned due to insufficient or uncollected funds. The Treasurer hereby waives giving notice of dishonor, pursuant to NACHA operating rules and Regulation CC of the FRB, on such re-deposited items.

#### (G) INFORMATION SERVICES

1) The Bank shall provide balance and transaction reporting and initiation through its Internet-based information reporting system which shall include but not be limited to previous day ledger balance, collected balance, one and two day float, previous day deposits, average available balances for the month and stop payment authorization.

2) Information to be Available Daily

(a) Daily by 7:00 a.m. the Bank shall provide all prior day Account information in BAI2 format in a transmission method specified by the Treasurer. This information shall include Account balance and detail (ledger balances, debit and credits to the Accounts and collected balances). The Bank shall retain files for a minimum of five Business Days and shall retain for a longer period if requested by the Treasurer. The Bank will not commingle historical and current files and will always store current files separately from historical files. The Bank shall, if requested, provide the Agency with files prepared for the Agency's Accounts. The Bank shall ensure that any codes used by the Bank that are not identical to BAI2 codes are accurately translated to a valid BAI2 code for the specific transaction prior to the electronic download. The Bank shall transmit the BAI code specific to the transaction referred to, and not general codes."

(b) The Bank shall provide the Treasurer and the Agency with intra-day and historical transactions and balances through an Internet-based system. The Bank shall fax the same information upon request from the Treasurer or the Agency.

(c) The Bank shall provide balance history and information on total check float for both two (2) and two plus (2+) days.

3) Information to be Available Daily

(a) The Bank shall provide an Account statement and any cancelled checks to the Investment Department of the Treasurer for any Account upon which checks are drawn.

4) Information to be Available Monthly

(a) An Account Statement, in electronic format, showing all activity in the Accounts shall be delivered to the Accounting Department of the Treasurer within five (5) Business Days of the end of the month;

(b) An Account analysis Statement, categorized by AFP service codes and in electronic format, shall be delivered to the Treasurer within fifteen (15) days of the end of the month. This analysis shall include all charges for banking services.

(c) Account analysis Statements shall be retained by the Bank for the entire period that the Bank maintains an Account on its books, which may extend beyond, or begin prior to, the effective dates of this Agreement. Any such analysis Statements shall be made available to the Treasurer or the Agency upon request.

## (H) BALANCES AND COMPENSATION

### 1) Availability

- (a) All cash items, ACH, Fedwire, credit memos and adjustments shall be deposited and credited to Accounts and shall be available for immediate withdrawal.
- (b) All check deposits shall be subject to no less than ninety-five percent (95%) next day availability.
- (c) The Bank shall utilize methods of collection that speed the collection of items, including electronic check presentment, and shall collect all items as cash items to the extent that the applicable rules of the FRB or clearing house permit any items to be treated as cash items.

### 2) Methods of Compensation

- (a) The Bank shall group Accounts as specified by the Treasurer for the purpose of calculating earnings credits and service charges. Each of these groupings shall be referred to hereafter as an "Account Group." Earnings credits and service charges for all Accounts within the Account Group shall be combined or netted for calculation of the final amount to be paid to the Bank. The Bank shall prepare an Account analysis for each individual Account and for each Account Group. An invoice shall be prepared monthly noting the total monthly charge for services and the balance of earnings credits applied and/or rolled over to the next billing period, if applicable.
- (b) The Agency shall compensate the Bank monthly for all bank services provided under this Agreement by one or any combination of the following methods:
  - c. earnings credits; or
  - d. check/warrant; or
  - e. debit with the Treasurer's approval.
- (c) All available earnings credits shall be utilized first to pay for the Bank's services prior to the selection of other compensation methods. The Treasurer shall approve the method(s) of compensation to be used for all Accounts. The Treasurer may change the method(s) of compensation by giving written notice to the Bank.
- (d) If the warrant method of compensation is utilized, an invoice shall be sent to the Treasurer and the Agency.

### 3) Calculation of Earnings Credits and Overdrafts

- (a) Unless otherwise agreed upon in writing, earnings credits shall be calculated by using the formula below:

**Account Balance x (Index +/-Basis Points) / Number of Days in the Year x Number of Days in the Period**

Where:

- The Account Balance will be calculated as the average monthly net investable balance.
- The Index shall be the Fed Funds Effective Rate on the last day of the month being analyzed.
- The +/- Basis Points is the variable the Bank defines.
- The Number of Days in the Year equals 365.
- The Number of Days in the Period is the actual days in the month being analyzed.

4) Over/Under compensation

(a) Any overcompensation to the Bank by the Treasurer or the Agency shall be carried over to the next month of the billing cycle, which shall run until the end of the term of this Agreement. The Bank shall apply this carryover to the charges for the next month being analyzed.

(b) The Bank shall allow any unused earning credits outstanding at the end of the current Agreement to be brought forward if the Agreement is renewed and/or renegotiated at the conclusion of the current Agreement period.

(c) The Bank shall allow unused earnings credits from consolidated groups to offset service charges from other consolidated groups covered by this Agreement upon written instruction from the Treasurer.

(I) UNDEFINED SERVICES

The Bank shall provide any undefined services as mutually agreed upon by a written amendment signed by both the Treasurer and the Bank.

(IV) MISCELLANEOUS

(A) ASSIGNMENT

Neither this Agreement nor any portion thereof shall be assigned or transferred to a successor without prior written approval from the Treasurer. In addition, all successors and assigns shall be bound by the terms of this Agreement.

(B) AUDITOR OF COUNTY FINDINGS

The Bank affirmatively represents and warrants to the Treasurer that it is not subject to a finding for recovery under R.C. 9.24 or that it has taken the appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. The Bank agrees that if this representation and warranty is deemed to be false, this Agreement shall be void abinitio, and any funds paid by the Treasurer, the Agency, or the County hereunder shall be immediately repaid to the Treasurer, the Agency, and/or the County as the case may be, or any action for recovery of funds may be immediately commenced by the County for recovery of said funds.

(C) BUSINESS EXPENSES

Unless expressed otherwise in this Agreement, the Bank shall be responsible for and assume all office and business expenses that are incurred as a result of the performance of this Agreement.

(D) COMPLIANCE WITH THE LAW

At all times, the Bank shall comply with all local, County and federal laws, rules, regulations and banking customs and practices.

(E) CONFLICT OF INTEREST

No personnel of the Bank or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work hereunder is being carried out, and who exercises any functions or responsibilities in connection with the review or approval of the understanding or carrying out of any such work, shall prior to the implementation of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to carrying out said work. Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Agreement, or who voluntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to the Treasurer in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless the Treasurer shall determine that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

(F) DRUG-FREE WORKPLACE

The Bank agrees to comply with all applicable County and federal laws regarding a drug-free workplace. The Bank shall make a good faith effort to ensure that all Bank employees, while working on County property, shall not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

(G) FORCE MAJEURE

The Bank shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its control, including without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; epidemics; riots; interruptions, loss or malfunctions of utilities, transportation, computer (hardware or software) or communications service; accidents; labor disputes; acts of civil or military authority; governmental actions; or inability to obtain labor, material, equipment or transportation. Nothing in this paragraph shall otherwise relieve the Bank of its duties under this Agreement.

(H) GOVERNING LAWS

This Agreement and the rights and obligations of the Treasurer and the Bank shall be governed by the laws of State of Ohio. Venue for all actions shall be in a court of proper jurisdiction in Lucas County, Ohio.

(I) HEADINGS NOT BINDING

The headings appearing at the beginning of the sections in this Agreement have been inserted for identification and reference purposes only and shall not be used in the construction or interpretation of this Agreement.

(J) INDEMNIFICATION

The Bank shall be liable for and shall indemnify the Treasurer against any and all losses, damages, costs, expenses (including reasonable attorney fees), liabilities, claims, and demands for any action, omission, information or recommendation in connection with this Agreement constituting a breach or violation of its fiduciary duties under applicable law, or a material breach of any agreement, representation, warranty, or covenant made herein by the Bank. The Bank shall have no liability hereunder in the absence of negligence or reckless or willful misconduct on the part of itself or its agents.

(K) LIMITATION OF THE TREASURER'S LIABILITY

The Treasurer's liability for damages, whether in contract or in tort, shall not exceed the total amount of compensation payable to the Bank or the amount of direct damages incurred by the Bank, whichever is less. The Bank's sole and exclusive remedies for the Treasurer's failure to perform under this Agreement shall be as set forth in this paragraph. IN NO EVENT SHALL TREASURER BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, EVEN IF TREASURER KNOWS OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

(L) MERGER AND ORDER OF PRIORITIES

This Agreement incorporates the Treasurer's Request for Proposal, the Bank's Response to the Request for Proposal, and all attachments and exhibits to this Agreement. However, if a conflict shall arise between the Agreement and the Request for Proposal, the Bank's Response to the Request for Proposal, or any attachment or exhibit hereto, the Agreement shall govern. This Agreement is the only Agreement that is valid between the parties. No oral representations shall be honored. All amendments to this Agreement, including amendments to its attachments and exhibits, shall be in writing and signed by an authorized representative. The parties have entered into no agreements, express or implied, other than this Agreement. Any exhibit attached hereto and properly executed, but not otherwise referenced herein, is hereby incorporated into this Agreement, and shall be deemed to be a part of this Agreement, unless specified otherwise in writing.

(M) NONDISCRIMINATION

The hiring of employees for the performance of work under this Agreement shall be done in accordance with O.R.C. §125.111. The Bank shall not discriminate against or intimidate any person hired for the performance of the work by reason of race, color, religion, natural origin, ancestry, sex, sexual orientation, handicap, or disability, as such term is defined in the American with Disabilities Act. For any such violation, the Bank shall suffer such penalties as provided for in the O.R.C. §153.60 or otherwise provided by law.

The Bank represents that it has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons and shall file a description of the affirmative action program and a progress report on its implementation with the equal employment opportunity office of the Department of Administrative Services.

(N) NO THIRD-PARTY BENEFICIARIES

In performing hereunder, the Bank is acting solely on behalf of the Treasurer and no contractual or service relationship shall be deemed to be established hereby between the Treasurer and any other person.

(O) NOTIFICATION

All general notifications, unless otherwise specified herein, shall be directed:

As to the Treasurer:

Lucas County Treasurer  
Attn: Director of Financial Affairs  
One Government Center Suite 500  
Toledo, Ohio 43604

As to the Bank:

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

(P) OHIO ETHICS LAW AND CAMPAIGN CONTRIBUTIONS

By signing this Agreement, the Bank certifies that it is currently in compliance with, and shall continue to adhere to the requirements of Ohio Ethics Law as provided by O.R.C. sections 102.03 and 102.04. The Bank hereby certifies that all applicable parties listed in Division (I)(3) or (J)(3) of O.R.C. Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of O.R.C. Section 3517.13.

(Q) RELATED CONTRACTS

The work contemplated in this Agreement is to be performed by the Bank, who may subcontract without the Treasurer's approval for the purchase of articles, supplies, components, or services, that do not involve the type of work or services herein described, but which are required for its satisfactory completion. The Bank shall not enter into other subcontracts without written approval by the Treasurer. The Bank shall be liable for all damage or harm caused by the negligence, reckless or willful misconduct of itself, its agents and its sub-contractors.

(R) RELATIONSHIP OF PARTIES

Except as otherwise specifically set forth in this Agreement, this Agreement shall not be construed as authority for either party to act for the other in any agency, partnership, joint venture or any other capacity or to make commitments of any kind for the account of or on behalf of the other.

(S) RESPONSIBILITY FOR CLAIMS

The Bank agrees to hold the Treasurer harmless from any and all claims for injury resulting from activities in furtherance of the work hereunder. The Bank shall reimburse the Treasurer for any judgments for infringement of patent and copyright rights. The Bank agrees to defend against any such claims or legal actions if called upon by the Treasurer to do so. The Bank further warrants it owns the intellectual property rights, and is licensed to use the intellectual property underlying its payment platform, other service platforms (i.e. settlement platforms and the method of delivery) in addition to all other applications used when performing this Agreement.

(T) SEVERABILITY CLAUSE

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, that determination shall not affect any other provision of this Agreement, and each such other provision shall be construed and enforced as if the invalid, illegal or unenforceable provision were not contained herein.

(U) SURVIVAL

The terms contained in this Agreement shall supersede any and all conflicting terms contained in any Exhibit hereto "Agreed upon Bank Changes to Standard Treasurer of County Bank Agreement".

(V) WAIVER OF BREACH

The waiver by either party of a breach of any provision of this Agreement by the other party or its assignee shall not operate or be construed as a waiver of any subsequent breach by the breaching party. A waiver by either party shall only be valid if it is in writing and signed by an authorized officer of the party making the waiver.

(W) DECLARATION REGARDING MATERIAL ASSISTANCE/NON-ASSISTANCE TO A TERRORIST ORGANIZATION

The Bank hereby represents and warrants to the Treasurer that it has not provided any material assistance, as that term is defined in O.R.C. §2909.33, to any organization identified by and included on the United State's Department of County Terrorist Exclusion List and that it has truthfully answered "no" to every question on the "Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization." The Bank further represents and warrants that it has provided or will provide such to the Treasurer prior to execution of this Agreement. If these representations and warranties are found to be false, this Agreement is void abinitio and the Bank shall immediately repay to the Treasurer, Agency, and/or County any funds paid under this Agreement.

The parties hereto have caused this Agreement to be executed by their duly authorized officers, effective as of the date of signature by the Treasurer.

BANK

TREASURER OF LUCAS COUNTY

By: \_\_\_\_\_ By: \_\_\_\_\_

Authorized Representative - Bank

Wade Kapszukiewicz  
Treasurer of Lucas County

Date: \_\_\_\_\_ Date: \_\_\_\_\_

**14. Attachment 1 – Exception Summary Form**

ANY AND ALL EXCEPTIONS that the Financial Institution takes with the minimum requirements and terms and conditions of this ITB and/or the draft Banking Services Agreement must be noted here.

Using this format, please list any exception that the Financial Institution wishes to communicate, keeping the items in the same order as they appear in the ITB.

<b>ITB Section #</b>	<b>ITB Page #</b>	<b>EXCEPTION - Provide a detailed explanation of the exception.</b>	<b>ALTERNATIVE - Provide your proposed alternative.</b>

SECTION C -EXCEPTION AND ADDITIONAL RESPONSE AREA



ADDITIONAL RESPONSE AREA

## IMPORTANT NOTE

Due to heightened security at One Government Center, if your bid is to be delivered to the bid-opening site by other than US Mail, UPS or Federal Express, **you must complete, print and attach this label to the front of the container holding your document. Note: Upon entering One Government Center, you will be required to show a photo ID.**

Formal bid to: Lucas County Support Services  
One Government Center, Suite 480  
Toledo OH 43604-2247

Item for bid \_\_\_\_\_

Invitation to Bid No. or Request for Proposal No. \_\_\_\_\_

Date of Bid Opening \_\_\_\_\_

Bid Opening Time \_\_\_\_\_

Vendor Name \_\_\_\_\_