

FREDERICK COUNTY PUBLIC SCHOOLS
PURCHASING DEPARTMENT
33 THOMAS JOHNSON DRIVE
FREDERICK, MD 21702
TELEPHONE: 301-644-5219 FAX: 301-644-5213



SPECIFICATIONS AND PROPOSAL FORMS
FOR
BANKING AND PROCUREMENT CARD SERVICES

BID NUMBER:	#11-MISC-2
PRE-PROPOSAL MEETING TIME/DATE/LOCATION:	11:00 a.m. local time, September 28, 2010 Purchasing Department/Fiscal Conference Rm. 33 Thomas Johnson Drive, Frederick, MD 21702
PRE-BID ATTENDANCE:	Not mandatory but attendance is encouraged.
QUESTIONS DUE BY:	October 7, 2010 no later than 4:00 p.m. to: Bill Meekins, e-mail: willis.meekins@fcps.org
BID DUE TIME/DATE/ LOCATION:	2:00 p.m. local time, October 15, 2010 FCPS/Purchasing Department/Room 2A (B203) 191 South East Street, 2 nd FL. Frederick, MD 21701 (Parking is available at Deck #5 All Saints Street)
AWARD TENT. SCH BOE MEETING:	6:00 p.m. local time, December 8, 2010

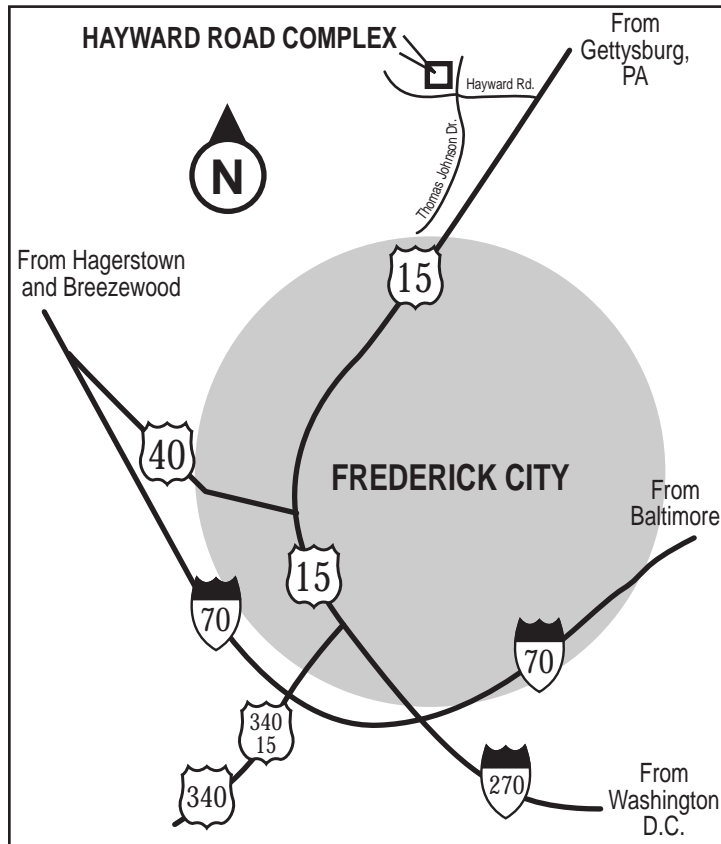
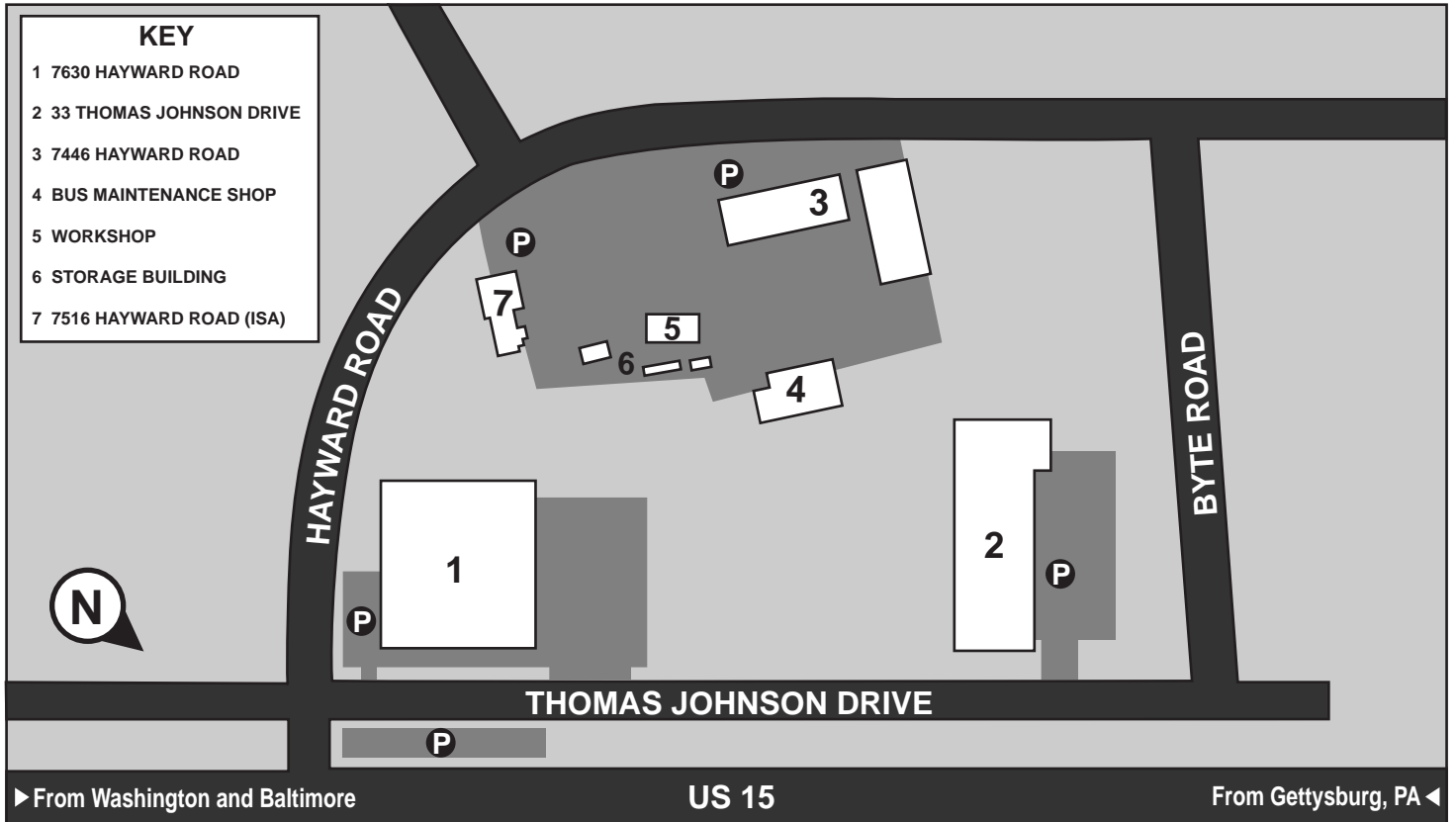
QUESTIONS REGARDING THIS SOLICITATION SHOULD BE DIRECTED TO:

Stephen Starmer, Purchasing Manger
Kim Miskell, Assistant Purchasing Manager
Billie Laughland, Buyer Specialist
X Bill Meekins, Buyer Specialist
Scott Bachtell, Buyer Specialist

NOTE: Companies must have on file an approved Bidder's Mailing List Application form in order to ensure notification of future bid solicitations. Contact Mrs. Robin Underwood, Vendor Maintenance Specialist, at 301-644-5211, if you are uncertain as to your company's registration status.

FREDERICK COUNTY, MARYLAND PUBLIC SCHOOLS

HAYWARD ROAD COMPLEX



FROM POINTS NORTH: Follow U.S. Route 15 south to Frederick. Hayward Road will be a right turn off of U.S. 15. (Look for a Rentals Unlimited on the corner of U.S. Route 15 and Hayward Road.) After the turn, The Hayward Complex will be almost immediately on your right.

FROM POINTS WEST: Follow I-70 east. Take the first Frederick exit to U.S. Route 40. Follow U.S. 40 east to the U.S. 15 junction. Follow U.S. 15 north. The last Frederick exit is the Motter Avenue/Opossumtown Pike exit. *You should pass this exit and remain on U.S. Route 15.* Hayward Road will be a left turn off of U.S. 15 approximately 1 mile past the last Frederick exit. Once on Hayward Road, The Hayward Complex will be almost immediately on your right.

FROM WASHINGTON D.C.: Follow I-270 northwest from Washington to the junction with I-70 and Route 15. Follow U.S. 15 north. The last Frederick exit is the Motter Avenue/Opossumtown Pike exit, *you should pass this exit and remain on U.S. Route 15.* Hayward Road will be a left turn off of U.S. 15 approximately 1 mile past the last Frederick exit. Once on Hayward Road, The Hayward Complex will be almost immediately on your right.

FROM BALTIMORE: Follow I-70 west from Baltimore to the junction with U.S. Route 15. Take U.S. Route 15 north. The last Frederick exit is the Motter Avenue/Opossumtown Pike exit, *you should pass this exit and remain on U.S. Route 15.* Hayward Road will be a left turn off of U.S. 15 approximately 1 mile past the last Frederick exit. Once on Hayward Road, The Hayward Complex will be almost immediately on your right.



2010-11		FCPS 2010-11 Calendar: BOE Approved January 6, 2010		Student Days	Teacher Days
August				7	11
		New Teachers Work Days			
	17	Tue	Teachers Report: Professional Development		
	23	Mon	First Day of School for Students		
September				18	19
	6	Mon	Labor Day: Schools Closed (BOE-Approved Holiday)		
	9	Thu	Rosh Hashanah: Schools Closed (BOE-Approved Holiday)		
	14	Tues	Primary Election: Schools Closed (State-Mandated Holiday)		
	24	Fri	Staff Development: Teachers Report. Fair Day: Schools Closed		
	30	Thu	Midterm		
October				20	20
	1	Fri	Teacher Work Session: 2-Hour Early Dismissal for Students		
	4-7	Mon-Thu	High School Assessments		
	13	Wed	PSAT Testing (HS)		
	15	Fri	State/Regional Educational Training: Schools Closed		
	29	Fri	Term 1 Ends: Day 45		
November				17	18
	1	Mon	Teacher Work Day: Schools Closed for Students		
	2	Tue	General Election: Schools Closed (State-Mandated Holiday)		
	22	Mon	Parent Conferences: Students Attend in PM		
	23	Tues	Parent Conferences: Students Attend in AM		
	24-26	Wed-Fri	Thanksgiving Break: Schools Closed (Nov 25-26: State-Mandated Holiday)		
December				17	17
	7	Tue	Midterm		
	23	Thu	Teacher Work Session: 2-Hour Early Dismissal for Students		
	24-31	Fri-Fri	Winter Break: Schools Closed (State-Mandated Holiday)		
January				18	20
	3	Mon	Schools Reopen		
	10-13	Mon-Thu	High School Assessments		
	14	Fri	Term 2 and First Semester End		
	17	Mon	Dr. Martin Luther King Jr. Day: Schools Closed (State-Mandated Holiday)		
	18-19	Tue-Wed	Teacher Work Day/Professional Development: Schools Closed for Students		
	20	Thu	Second Semester Begins		
February				19	19
	18	Fri	Teacher Work Session: 2-Hour Early Dismissal for Students		
	21*	Mon	Presidents' Day: Schools Closed (State-Mandated Holiday)		
	22	Tues	Midterm		
March				22	23
	3	Thu	Parent Conferences: Students Attend in PM		
	4	Fri	Parent Conferences: Students Attend in AM		
	14-23	Mon-Wed	Maryland School Assessments: Reading and Math		
	25	Fri	Term 3 Ends. Teacher Work Session: 2-Hour Early Dismissal for Students		
	28	Mon	Teacher Work Day: Schools Closed for Students		
	30-31	Wed-Thu	Maryland School Assessments: Science		
April				15	15
	1-15	Fri-Fri	Maryland School Assessments: Science		
	18*-25	Mon-Mon	Spring Break: Schools Closed (April 22-25: State-Mandated Holiday)		
May				21	21
	6	Fri	Midterm. Teacher Work Session: 2-Hour Early Dismissal for Students		
	16-19	Mon-Thu	High School Assessments		
	30	Mon	Memorial Day: Schools Closed (State-Mandated Holiday)		
	31	Tue	High School Graduation Ceremonies		
June				11	12
	1-3	Wed-Fri	High School Graduation Ceremonies		
	15*	Wed	Last Day for Students: Teacher Work Session: 2-Hour Early Dismissal for Students		
	16*	Thu	Last Day for Teachers		
*Includes 5 days for snow or other emergency closings. If all days are not needed, the school year will be shortened by the number of unused days to provide 180 days for students. If more days are required, the days will be made up in this order: February 21, April 18, April 19, April 20 and June 16.				185	195

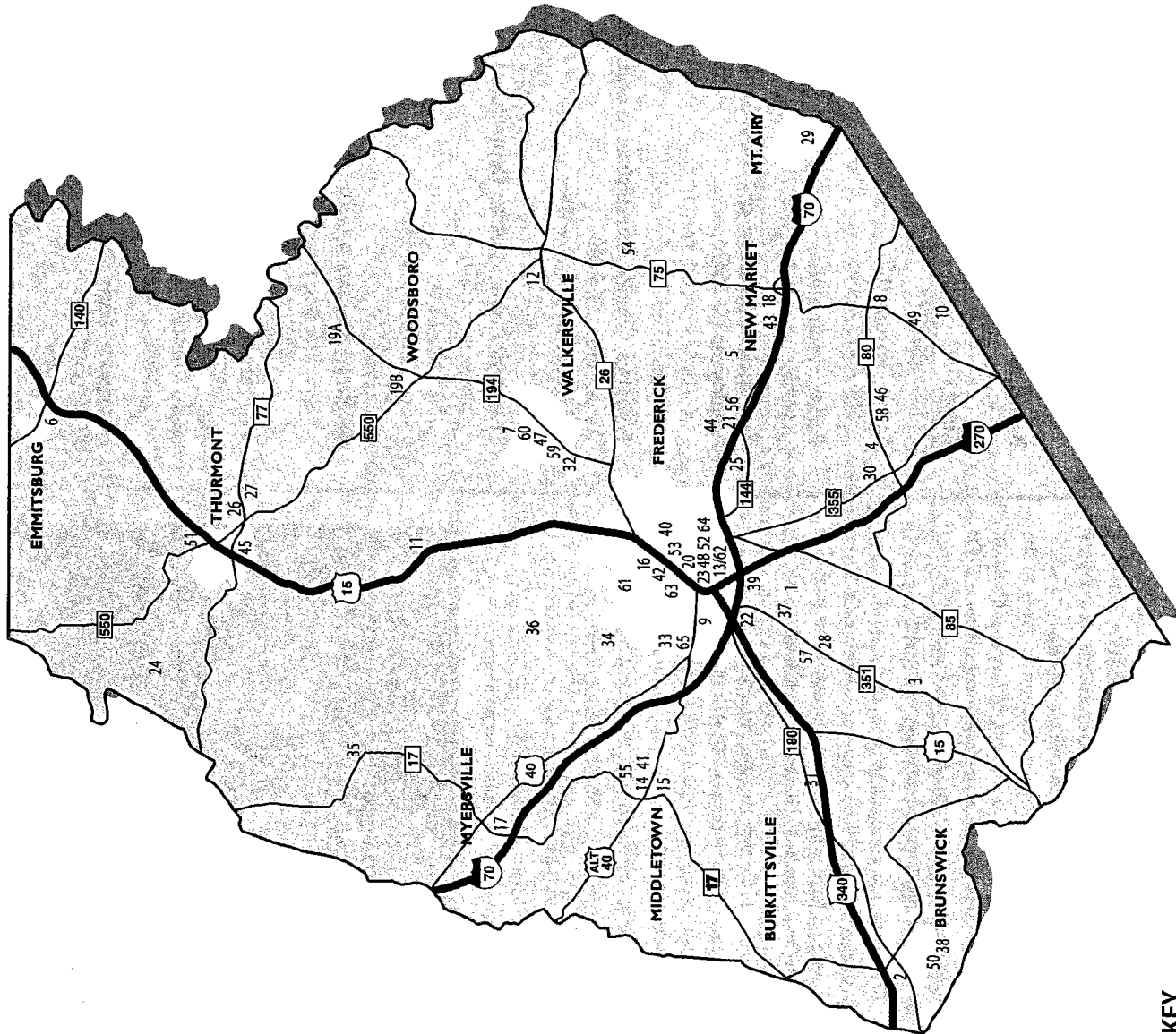
DIRECTORY OF SCHOOLS

ELEMENTARY

1. **Ballenger Creek*** 240-236-2500
Karine Myers, Principal
5250 Kingsbrook Drive
Frederick, MD 21703
Fax 240-236-2501
2. **Brunswick */♦** 240-236-2900
Patricia Hosfelt, Principal
400 Central Avenue
Brunswick, MD 21716
Fax 240-236-2901
3. **Carroll Manor ♦♦** 240-236-3800
Kevin Cuppett, Principal
5624 Adamstown Road
Adamstown, MD 21710
Fax 240-236-3801
4. **Centerville** 240-566-0100
Stephen Raff, Principal
3601 Carriage Hill Drive
Frederick, MD 21704
Fax 240-566-0101
5. **Deer Crossing ♦** 240-236-5900
Karen Hopson, Principal
10601 Finn Drive
New Market, MD 21774
Fax 240-236-5901
6. **Emmitsburg *** 240-236-1750
Kathryn Galighly, Principal
300 South Seton Avenue
Emmitsburg, MD 21727
Fax 240-236-1751
7. **Glade ♦♦** 240-236-2100
Sunora Knill-Wilbar, Principal
9525 Glade Road
Walkersville, MD 21793
Fax 240-236-2101
8. **Green Valley** 240-236-3400
Leigh Warren, Principal
11501 Fingerboard Road
Monrovia, MD 21770
Fax 240-236-3401
9. **Hillcrest */** 240-236-3200
Grason Jackson, Principal
1285 Hillcrest Drive
Frederick, MD 21703
Fax 240-236-3201
10. **Kempton** 240-236-3500
Steve Parsons, Principal
3456 Kempton Church Road
Monrovia, MD 21770
Fax 240-236-3501
11. **Lewistown** 240-236-3750
Amy Schwiagerath, Principal
11119 Hessong Bridge Road
Thurmont, MD 21788
Fax 240-236-3751
12. **Liberty *** 240-236-1800
Gerald DeGrange, Principal
11820 Liberty Road
Frederick, MD 21701
Fax 240-236-1801
13. **Lincoln */**
Ann Reeve, Principal
200 Madison Street
Frederick, MD 21701
Fax 240-236-1801
14. **Middletown** 240-236-1100
Grades 3-5
Suzanne O'Toole, Principal
201 East Green Street
Middletown, MD 21769
Fax 240-236-1150
15. **Middletown** 240-566-0200
Primary ♦♦
Grades Pre-K-2
Mark Pritts, Principal
403 Franklin Street
Middletown, MD 21769
Fax 240-566-0201
16. **Monocacy */** 240-236-1400
Jason Anderson, Principal
7421 Hayward Road
Frederick, MD 21702
Fax 240-236-1401
17. **Myersville** 240-236-1900
Susan Kreiger, Principal
429 Main Street
Myersville, MD 21773
Fax 240-236-1901
18. **New Market *** 240-236-1300
Cindy Alvarado, Principal
93 West Main Street
New Market, MD 21774
Fax 240-236-1301
19. **New Midway-Woodsboro**
Cynthia Houston, Principal
A) **New Midway** 240-236-1500
Grades 3-5
12226 Woodsboro Pike
Keymar, MD 21757
Fax 240-236-1501
B) **Woodsboro *** 240-236-3700
Grades Pre-K-2
101 Liberty Road
Woodsboro, MD 21798
Fax 240-236-3701
20. **North Frederick */** 240-236-2000
DeVeda Coley, Principal
1001 Moffer Avenue
Frederick, MD 21701
Fax 240-236-2001
21. **Oakdale *** 240-236-3300
Randy Perrell, Principal
9850 Old National Pike
Ijamsville, MD 21754
Fax 240-236-3301
22. **Orchard Grove *** 240-236-2400
Cheryl Crawford, Principal
5898 Hannover Drive
Frederick, MD 21703
Fax 240-236-2401
23. **Parkway ♦** 240-236-2600
Elizabeth Little, Principal
300 Carroll Parkway
Frederick, MD 21701
Fax 240-236-2601
24. **Sabillasville** 240-236-6000
Karen Locke, Principal
16210-B Sabillasville Road
Sabillasville, MD 21780
Fax 240-236-6001
25. **Spring Ridge ♦*/** 240-236-1600
Deborah Thackston, Principal
9051 Ridgely Drive
Frederick, MD 21701
Fax 240-236-1601
26. **Thurmont (Gr. 3-5)** 240-236-0900
Kate Krietz, Principal
805 East Main Street
Thurmont, MD 21788
Fax 240-236-0901
27. **Thurmont** 240-236-2800
Primary ♦♦
Grades Pre-K-2
Debra Myers, Principal
7989 Rocky Ridge Road
Thurmont, MD 21788
Fax 240-236-2801
28. **Tuscarora** 240-566-0000
Tracy Hilliard, Principal
6321 Lambert Drive
Frederick, MD 21703
Fax 240-566-0001
29. **Twin Ridge ♦♦** 240-236-2300
Kimberly Seiss, Principal
1106 Leafy Hollow Circle
Mt. Airy, MD 21771
Fax 240-236-2301
30. **Urbana ♦** 240-236-2200
Jan Hollenbeck, Principal
3554 Urbana Pike
Frederick, MD 21704
Fax 240-236-2201
31. **Valley*** 240-236-3000
Tess Blumenthal, Principal
3519 Jefferson Pike
Jefferson, MD 21755
Fax 240-236-3001
32. **Walkersville** 240-236-1000
Stephanie Brown, Principal
83 Frederick Street
Walkersville, MD 21793
Fax 240-236-1050
33. **Waverley */♦** 240-236-3900
Barbara Nash, Principal
201 Waverley Drive
Frederick, MD 21702
Fax 240-236-3901
34. **Whittier ♦♦** 240-236-3100
John Festerman, Principal
2400 Whittier Drive
Frederick, MD 21702
Fax 240-236-3101
35. **Wolfsville *** 240-236-2250
Lynnea Richards, Principal
12520 Wolfsville Road
Myersville, MD 21773
Fax 240-236-2251
36. **Yellow Springs** 240-236-1700
Kathy Prichard, Principal
8717 Yellow Springs Road
Frederick, MD 21702
Fax 240-236-1701
37. **Walkersville** 240-236-4400
Jamie Aliveto, Principal
55 Frederick Street
Walkersville, MD 21793
Fax 240-236-4401
38. **West Frederick */** 240-236-4000
Daniel Lippy, Principal
515 West Patrick Street
Frederick, MD 21701
Fax 240-236-4050
39. **Windsor Knolls** 240-236-5000
Nancy Doll, Principal
11150 Windsor Road
Ijamsville, MD 21754
Fax 240-236-5001

HIGH

50. **Brunswick** 240-236-8600
Jack Newkirk II, Principal
101 Cummings Drive
Brunswick, MD 21716
Fax 240-236-8601
51. **Catoctin** 240-236-8100
Bernard Guesada, Principal (Acting)
14745 Sabillasville Road
Thurmont, MD 21788
Fax 240-236-8101
52. **Frederick */** 240-236-7000
Denise Fargo-Devine, Principal
650 Carroll Parkway
Frederick, MD 21701
Fax 240-236-7015
53. **Governor Thomas** 240-236-8200
Johnson */
Marlene Tarr, Principal
1501 North Market Street
Frederick, MD 21701
Fax 240-236-8201
54. **Linganore** 240-566-9700
David Kehne, Principal
12013 Old Annapolis Road
Frederick, MD 21701
Fax 240-566-9701
55. **Middletown** 240-236-7400
Jay Berno, Principal
200 Schoolhouse Drive
Middletown, MD 21769
Fax 240-236-7450
56. **Oakdale** 240-566-9400
Dr. George M. Seaton II, Principal
5850 Eaglehead Drive
Ijamsville, MD 21754
Fax 240-566-9401



KEY

Pre-kindergarten program available

Special education pre-kindergarten available

At Excel Schools, the extended day/year program is in effect for some students. Details are on page 30.

MIDDLE

37. **Ballenger Creek** 240-236-5700
Mita Badshah, Principal
5525 Ballenger Creek Pike
Frederick, MD 21703
Fax 240-236-5701
38. **Brunswick** 240-236-5400
Barbara Keiling, Principal
301 Cummings Drive
Brunswick, MD 21716
Fax 240-236-5401
39. **Crestwood** 240-566-9000
Jennifer Powell, Principal
7100 Foxcroft Drive
Frederick, MD 21703
Fax 240-566-9001
40. **Governor Thomas Johnson** 240-236-4900
Neal Case, Principal
1799 Schifferstadt Boulevard
Frederick, MD 21701
Fax 240-236-4901
41. **Middletown** 240-236-4200
Frank Veiter, Principal
100 Martha Mason Street
Middletown, MD 21769
Fax 240-236-4250
42. **Monocacy** 240-236-4700
Everett Warren, Principal
8009 Opossumtown Pike
Frederick, MD 21702
Fax 240-236-4701
43. **New Market** 240-236-4600
Brian Vasquez, Principal
125 West Main Street
New Market, MD 21774
Fax 240-236-4650
44. **Oakdale** 240-236-5500
Michelle Concepcion, Principal
9840 Old National Pike
Ijamsville, MD 21754
Fax 240-236-5501
45. **Thurmont** 240-236-5100
TBD, Principal
408 East Main Street
Thurmont, MD 21788
Fax 240-236-5101
46. **Urbana** 240-566-9200
Gwendolyn Dorsey, Principal
3511 Pontius Court
Ijamsville, MD 21754
Fax 240-566-9201

High (continued)

57. **Tuscarora** ✓ 240-236-6400
Kathleen Schlappal, Principal
5312 Ballenger Creek Pike
Frederick, MD 21703
Fax 240-236-6401
58. **Urbana** 240-236-7600
Kathy Campagnoli, Principal
3471 Campus Drive
Ijamsville, MD 21754
Fax 240-236-7601
59. **Walkersville** 240-236-7200
Michael Concepcion, Principal
81 Frederick Street
Walkersville, MD 21793
Fax 240-236-7250
- OTHER**
60. **Flexible Evening High** 240-236-8450
Richard Ramsburg, Principal
44 West Frederick Street
Walkersville, MD 21793
Fax 240-236-8451
61. **Career and Technology Center** 240-236-8500
Greg Solberg, Principal
7922 Opossumtown Pike
Frederick, MD 21702
Fax 240-236-8501
62. **Earth and Space Science Laboratory** 240-236-2694
Mark Bowman and Jeff Grills,
Directors
210 Madison Street
Frederick, MD 21701
Fax 240-236-2693
63. **Heather Ridge** 240-236-8000
Denise Flora, Principal
1445 Taney Avenue
Frederick, MD 21702
Fax 240-236-8001
64. **Monocacy Valley Montessori Public Charter School** 301-668-5013
Felacita King, Principal
217 Dill Avenue
Frederick, MD 21701
Fax 301-668-5015
65. **Rock Creek** * 240-236-8700
Gayle Brown, Principal
191 Waverly Drive
Frederick, MD 21702
Fax 240-236-8701

For other useful numbers, see next page

**PURCHASING DEPARTMENT
FREDERICK COUNTY PUBLIC SCHOOLS
191 South East Street
Frederick, Maryland 21701
(301)644-5219**

RFP: #11-MISC-02

DATE OF ISSUE: September 20 , 2010

REQUEST FOR PROPOSAL

FOR

**BANKING SERVICES (including general banking,direct deposit and procurement cards)
FREDERICK COUNTY PUBLIC SCHOOLS**

DEADLINE FOR RETURN OF PROPOSALS:

October 15, 2010 – 2:00 P.M.

**Pre-proposal meeting to be held September 28, 2010, 11:00 AM
at
Frederick County Public Schools
Fiscal Services Conference Room
33 Thomas Johnson Drive
Frederick, MD 21702**

**BANKING SERVICES
RFP #11-MISC-02**

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APPENDIX B: COST PROPOSAL

**BANKING SERVICES
RFP #11-MISC-02**

SECTION 1 - PROCUREMENT OBJECTIVE

I. Introduction

It is the intent of this RFP to solicit sealed technical and cost proposals from qualified firms to establish a contract(s) for banking services for Frederick County Public Schools (FCPS). The services to be provided include depository, disbursement, payroll direct deposit, investments, custodial, procurement card, etc. FCPS reserves the right to award these services in whole or in part to any vendor. It is FCPS' intent to achieve the most productive use of cash, minimize operating costs, safeguard assets and provide maximum flexibility in the management of cash.

Award / contract will be pending the Board of Education of Frederick County's approval and based upon availability of funds.

Other Agencies Eligible to Purchase from this Contract

Items and prices quoted shall be made available to the following, and all purchase orders and billing will be transacted through their offices:

_____ Frederick Community College

 X Various agencies under the auspices of the Frederick County Government

("X") will appear if applicable

II. Procurement Administrator

Mr. Bill Meekins, will administer the solicitation process. The procurement administrator is the sole point of contact for purposes of this procurement. Contact Information:

Mr. Bill Meekins CPPB, CPCP, Buyer Specialist
Frederick County Public Schools
Purchasing Department
33 Thomas Johnson Drive
Frederick, MD 21702
Telephone: 301-664-5116
Fax: 301-644-5213
E-mail: willis.meekins@fcps.org

III. Contract Administrators

Ms. Leslie Pellegrino, Assistant Director of Fiscal Services, will administer the Direct Deposit Services and Public Funds Banking contract after award. Mr. Bill Meekins CPPB, CPCP, Buyer Specialist, will administer the Procurement Card contract after award.

IV. Pre-Proposal Meeting

A Pre-Proposal Conference will be held on September 28, 2010 @ 11:00 AM for prospective vendors at FCPS Purchasing Department/Fiscal Conference Room at 33 Thomas Johnson Drive, Frederick, MD 21702. Attendance at this conference is encouraged, but is not mandatory.

The purpose of the Pre-Proposal Conference will be to allow vendors the opportunity to obtain clarification of the RFP and ask questions directly of FCPS staff to assist them in the preparation of proposals. Questions raised at the Pre-Proposal Conference which cannot be answered immediately will be answered in writing by addendum to this RFP by October 11, 2010. All prospective vendors will receive copies of all questions and answers.

V. Closing Date

One (1) original and four (4) copies of the Technical Proposal and Cost Proposal shall be submitted, or hand delivered to Frederick County Public Schools, 191 South East Street, 2nd Floor, Frederick, MD 21701, Attn: Purchasing Department, not later than 2:00 PM local time on October 15, 2010. **PLEASE NOTE THIS IS A DIFFERENT LOCATION FROM THE PRE-PROPOSAL MEETING DUE TO THE PURCHASING DEPARTMENT'S RELOCATION ON OCTOBER 1, 2010.** Technical and Cost Proposals must be submitted in separate envelopes or other mailing container showing the RFP number, vendor's name and address, and proposal due date on the outside. Proposals submitted after that time and date will be returned unopened. A Register of Proposals will be prepared publicly at the closing time. The Register of Proposals shall be open for inspection after award of contract.

VI. Contract Period

Pricing shall remain firm for the duration of the initial contract period (five (5) years) with options to extend for two (2) additional two-year periods for a total of nine (9) years. Fee proposals indicating a willingness to hold prices for the term of the contract may receive preference in the analysis. Prior to a contract renewal, FCPS and the award firm will communicate regarding performance, revisions and modifications to this contract.

VII. Proposal Acceptance

Price and service offers are irrevocable for ninety (90) days following the proposal due date. Any modifications made by the vendor, pursuant to discussions, and best and final offers are irrevocable for ninety (90) days after the date made. This period may be extended by mutual written agreement between the vendor and the Board of Education of Frederick County (the "Board"). Once a contract is awarded, all prices, terms and conditions shall remain unchanged throughout the contract period unless specifically agreed to otherwise by both the Board and the vendor in writing.

The Board reserves the right to accept or reject any or all proposals, waive informalities, and select the proposal(s) which will serve in its best interest.

Proposals must contain all of the required components and supplemental materials in order to be considered. Vendors are requested to be as complete and thorough as possible in their responses. Proposals failing to contain all required components and supplemental materials will be rejected as non-responsive.

- End of Section -

**BANKING SERVICES
RFP #11-MISC-2**

SECTION 2 - GENERAL INFORMATION

I. Background

FCPS is located in central/western Maryland, fifty miles west of Baltimore and northwest of Washington, D.C. FCPS serves the public education needs of Frederick County, which covers approximately 664 square miles and has a growing population of 225,721 people. The school system is staffed by 5,540 employees, including 2,900 teachers, serving a student population of 40,210.

FCPS has an operating budget of \$505 million, with approximately \$80-100 million allocated to the purchase of materials and supplies.

II. Selection Process Schedule

The approximate time line for submission, evaluation, selection and subsequent award of contract is as follows:

Issue RFP:	September 20, 2010
Pre Proposal Meeting:	September 28, 2010, 11:00 AM
Last Date for Questions:	October 7, 2010, 4:00 PM
Proposals due:	October 15, 2010, 2:00 PM
Proposal evaluation by Selection Committee:	October 18-22, 2010
Presentations (if requested):	November 1-5, 2010
Final Review and Make Selection:	Complete by Nov. 19, 2010
Recommendation to Finance and Facilities Committee:	December 1, 2010
Board of Education Approval:	December 8, 2010
General Banking Contract Implementation:	March 1, 2011
Procurement Card Implementation:	March 1, 2011
Direct Deposit Contract Implementation:	March 15, 2011

These dates are subject to change at the discretion of FCPS.

The successful vendor will be expected to be prepared to begin performing the required services by the above implementation dates.

III. Questions and Inquiries

Questions and inquiries are to be directed to the Purchasing Department, Frederick County Public Schools, 33 Thomas Johnson Drive, Frederick, Maryland 21702 (after October 1, 2010 the address will be 191 South East Street, 2nd Floor, Frederick, Maryland 21701). Telephone #301-644-5219 and Fax #301-644-5213. All questions must be faxed and received no later than October 7, 2010, 4:00 PM Local Time.

IV. Addendum

All changes to the bid specification will be made through the appropriate addenda. FCPS'

Purchasing Department will issue addenda to the bidders who are on record. It is, however, every bidder's responsibility to acquire all addenda.

The addenda form shall be completed and returned with the bid proposal response. Failure to return the addenda may be reason for rejection of the bid. All information contained within the addendum(s), will become part of the contract.

V. Acceptance of Terms and Conditions

By submitting a response to this RFP, a vendor shall be deemed to have accepted all the terms, conditions, and requirements set forth in the RFP unless otherwise clearly noted and explained in its proposal. All proposals submitted in response to this RFP become the property of FCPS.

VI. Exceptions to Specifications

Bidders taking exception to, or deviating from the scope of services, terms or conditions as stated shall list such exceptions and/or deviations on a separate sheet to be submitted with their proposal. The absence of such a list shall indicate that the bidder has taken no exception to the terms as written. FCPS shall have the right to accept or reject such exception/deviation as may be determined to be in the best interest of FCPS.

VII. Proposal Withdrawal

No proposal can be withdrawn after it is filed unless the vendor makes a request in writing to FCPS' Purchasing Manager, prior to the time set for the opening of proposals, or unless FCPS fails to award or issue a notice of intent to award the contract within ninety (90) days after the date fixed for opening proposals.

VIII. Proposal Acceptance; Discussions

It is the intent to award one (1) contract; however multiple contracts may be awarded. FCPS reserves the right to accept or reject any and all proposals, in whole or in part, received in response to the RFP, to waive or permit cure of minor irregularities; and to conduct discussions with all qualified vendors in any manner necessary to service the best interests of FCPS. FCPS also reserves the right, at its sole discretion, to award a contract based upon the written proposals received without prior discussions or negotiations.

IX. Bid Submissions

Vendors may provide technical and cost proposals for all three sections of the bid or they may choose to bid only on one or two portions of the bid. Vendors need to make this clear in both their technical and cost proposals which of the three sections they are bidding (Direct Deposit Services, Public Funds Banking and/or Procurement Card).

X. Cancellation of the RFP; Rejection of All Proposals

FCPS may cancel this RFP, in whole or in part, or may reject any/all proposals submitted in response, whenever this action is determined to be in their best interest. In the event of such suspension, termination or modification, FCPS shall have no liability or obligation to any of the proposers preparing or submitting proposals under this RFP.

XI. Public Information Act Notice

Vendors should give specific attention to the identification of those portions of their proposals that they deem to be confidential, or to contain proprietary information or trade secrets. Such information should be removed from the general portion of the proposal and submitted under separate cover.

Envelopes containing confidential or proprietary information should be conspicuously marked and sealed. Vendors should provide justification why such material, upon request, should not be disclosed by FCPS under the Maryland Public Information Act, State Government Article, Title 10, Subtitle 6, of the Annotated Code of Maryland.

XII. Vendor Investigations

Before submitting a proposal, each vendor shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract, and to verify any representations made by FCPS that the vendor will rely upon. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful vendor from its obligations to comply in every detail with all the provisions and requirements of the contract documents, or will be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the successful vendor.

XIII. Laws and Regulations

It shall be understood and agreed that any and all articles and/or equipment furnished or contract awarded on this proposal shall comply fully with all Local, State and Federal laws and regulations.

XIV. Collusion Among Vendors

Multiple proposals from an individual, firm, partnership, corporation or association under the same or different names are subject to rejection unless specifically permitted in the solicitation. Reasonable grounds for believing that a vendor is interested in more than one proposal for the work contemplated may result in rejection of all proposals in which the vendor is interested. Any or all proposals will be rejected if there is any reason for believing that collusion exists among the vendors. Participants in such collusion may not be considered in future proposals for the same work. Each vendor, by submitting a proposal certifies that it is not a party to any conclusive action. Nothing in this section will preclude a firm acting as a subcontractor to be included as a subcontractor for two or more prime vendors submitting a proposal for work. However, a subcontractor may not submit a proposal as a subcontractor for another vendor, and as a prime vendor.

- End of Section -

**BANKING SERVICES
RFP #11-MISC-02**

SECTION 3 - TECHNICAL PROPOSAL REQUIREMENTS

I. General

Respondents shall submit one (1) original and four (4) copies. The following information, at a minimum, must be provided for proposal evaluation by the Selection Committee. Technical Proposals should be submitted in the sections as outlined in Appendix A. Your submittal should be complete in every way in order for the Selection Committee to make a proper and complete evaluation of your capabilities and response. Respondents not providing the following information may be considered non-responsive.

Technical Proposals must be submitted in a separate envelope from the Cost Proposals.

Submittals shall be clear and concise. Utilize a table of contents for ease in finding the necessary information. The cover letter (letter of transmittal) accompanying the submittal shall be signed by the person or persons required and authorized to legally bind the firm to the submittal and shall specifically state that the firm shall complete all services set forth in the requirements within the proposed time limits to the satisfaction of FCPS. Unless specifically requested, extraneous presentation of materials is neither necessary nor desired. Unnecessarily elaborate brochures or the other presentations beyond that sufficient to present a complete and effective proposal are not desired. Elaborate artwork, expensive paper, bindings, visuals, and other presentations aids are not required. Any justification or explanatory materials relevant to your submittal and/or requirements shall be set forth in this letter. The letter shall be concise and need not repeat any of the detailed information set forth in your submittal. Submittals shall be on 8 ½ x 11 " paper only.

Each vendor may be required, before the award of any contract, to show to the complete satisfaction of the Purchasing Manager and Contract Administrators that it has the necessary facilities, ability, and financial resources to furnish the service or material specified herein in a satisfactory manner. The vendor may also be required to show past history and references, which will enable the Purchasing Manager and Contract Administrators to be satisfied as to the vendor's qualifications. Failure to qualify according to the foregoing requirements will justify rejections by FCPS.

II. Expenses Incurred in Preparing Proposal

FCPS accepts no responsibility for any expense incurred by the vendor in the preparation and presentation of their proposal. Such expenses are to be borne exclusively by the vendor.

III. Mandatory Requirements

1. Cover Letter: The cover letter will briefly summarize the vendor's ability to provide the services specified in this RFP. It will also state that the vendor, if awarded a contract, will not use the names and addresses of FCPS employees for any purpose not directly related to the services of this contract.

The cover letter must be signed by a representative of the vendor who has the legal capacity to enter the organization into a formal contract with FCPS.

2. Company Profile: The vendor must have at least five (5) years experience in providing diverse banking services similar to those described in the RFP. Statement of this is required in the Cover Letter.

3. Independence and Impartiality: The vendor shall assure independence and impartiality in its recommendations through incorporation of such a statement in the proposal to FCPS. Statement of this is required in the Cover Letter.
4. Availability of Service for Direct Deposit and Public Funds Banking: The vendor shall have at least six (6) bank branches within Frederick County, of which one (1) branch shall be in Frederick, Maryland that is open during normal business hours to receive deposits, cash checks and allow employees to draw funds from personal accounts. The vendor shall have at least two (2) no-fee Automated Teller machines (ATM) within Frederick County available 24 hours per day to receive deposits and allow employees to draw funds from personal accounts. Statement of this is required in the Cover Letter.

If the vendor is bidding on the **Procurement Card Section ONLY** this information may be omitted.

IV. Technical Requirements

1. Firm Overview

Provide the name, address, and telephone number of the manager responsible for this project.

How many years has the firm been in business? Explain firm management structure and provide a one page history of your firm.

Include the following information about the company and local office: size, bank locations, and the length of time it has been performing direct deposit services, serving public fund entities as a primary bank and/or providing procurement card services.

State if your firm is currently involved in any lawsuit or judgment, and if so, provide a brief statement of such.

2. Understanding of Scope of Services

The vendor must demonstrate an understanding of the scope of work to be performed with consideration for the school system and public sector environment.

3. Experience

Include the following information about three (3) to five (5) organizations/companies of similar size and volume, preferably Maryland school systems, for whom your firm provided banking and/or procurement card services in the last five (5) years.

- Name of Organization/Company/School System
- Number of employees
- Services provided and offered
- Name, title, address and telephone number of individuals who may be contacted by the evaluation committee for reference purposes

Firms shall demonstrate that they have experience in the performance of similar services to those required by this solicitation, and shall provide information for up to ten (10) similar projects that your firm has administered in the past ten (10) years.

Vendors must be able to demonstrate sufficient experience at providing electronic interface to PeopleSoft 8.8 financial management software.

4. **Staffing Plan**

The vendor shall identify the specific staff who will be involved in both the implementation phase and the day-to-day operational phase for this project. Supply a resume of the credentials for each of these staff members. Qualifications, training and experience relating to the project shall be provided. Include a time line schedule of staffing indicating titles and responsibility for all personnel to be utilized. Should substitutions of personnel be proposed by the vendor after award of contract, FCPS reserves the right to approve or reject any or all replacements.

Provide disclosure of banking services, if any, that would be sub-contracted, reason that they cannot be provided in-house, and information on proposed sub-contractor.

5. **References**

Provide a minimum of three (3) references for projects of similar scope as described herein either current or completed in the last five (5) years for Public Funds entities, and all educational clients within the last ten (10) years. Include contact names and telephone numbers.

For the procurement card section of the bid the vendor must indicate the government entities and corporate accounts for which the vendor provides or has provided similar procurement card services. For each reference, the vendor must state:

- The term dates and the number of cards issued under each of the contracts or agreements.
- The name, address and telephone number of a contact person for each contract cited.
- The electronic interface utilized, if any. Entities or accounts using, PeopleSoft 8.8 are preferred.

6. **Company Financial Condition**

Provide your company's latest annual report and financial statement, and the most recent quarterly reports.

7. **Certificate of Insurance**

- a) Provide a sample insurance certificate to verify bidder's ability to obtain the required insurance for this work. (See Section 7 - Terms & Conditions, XV for Insurance Requirements.)
- b) Insurance shall include Service Liability Professional Liability coverage.

V. **Project Approach**

1. Direct Deposit Services

- Explain on two pages or less why your firm is qualified to execute the project.
- Provide any exceptions/clarifications/additions to the Frederick County Public Schools and/or Lead Bank Responsibilities as outlined under Section 4, I. Direct Deposit Services, pages 16 and 17.
- Explain your firm's timeline and activity schedule for implementing the first payroll under this contract. Timeline should begin with the post-award meeting between Frederick

County Public Schools and representatives from the Bank.

- Provide specific answers to the following questions in the order that they are listed:
 - i. Indicate where your firm is incorporated.
 - ii. List any no-cost or reduced cost services or reduced rate loans the Vendor is willing to provide to employees who hold direct deposit accounts with the Vendor, or to other employees having personal banking relationships with other Banks.
 - iii. Please describe your Bank's disaster recovery policy for direct deposit services.
 - iv. Please provide the Bank's credit rating, the agency providing the rating, and the period for which the rating relates.
 - v. Specify minimum period (not more than 48 hours) required for receipt of direct deposit data to ensure timely deposits.
- Provide any additional information considered important in evaluating the ability of the Bank to perform the contract and the quality of services being offered.

2. Public Funds Banking

- Explain on two pages or less why your firm is qualified to execute the project.
- Explain your firm's approach that would allow Frederick County Public Schools the capability to initiate wire transfers, stop payments, ACH transactions, etc. on an on-line (via the internet) system.
- Explain your firm's timeline and activity schedule for implementation. Timeline should begin with the post-award meeting between Frederick County Public Schools and representatives from the Bank.
- Provide specific answers to the following questions in the order that they are listed:
 - i. Indicate where your firm is incorporated.
 - ii. How many bank branches are located in Frederick County? In the State of Maryland?
 - iii. How many bank branches are located in Frederick, Maryland, and are available to accept daily deposits?
 - iv. What is your funds availability policy for deposits drawn on other banks, ACH's, and wires?
 - v. Please describe the third party collateralization structure you will use for securing FCPS deposits/investments (in accordance with Maryland law governing public funds).
 - vi. Please describe web based technology that would enable FCPS to initiate wires, stop payments, ACH's, transfers between accounts, etc.
 - vii. Please describe the technology available to update and view account statement information including cleared checks. Also please describe the technology to view

daily and previous day transactions, customized reports and to prepare and transaction future transactions.

- viii. Please provide information on paid check archiving, imaging, storage, etc. (The State of Maryland Public School Construction currently requires copies of cleared checks for reimbursement purposes, therefore, some check copies are required on a routine monthly basis).
 - ix. Please describe account structure proposed (see Section 4 - Scope of Services).
 - x. Please describe automated bank reconciliation services available (see Section 4 - Scope of Services).
 - xi. How many no-fee ATMs are located in Frederick County? In the State of Maryland?
 - xii. Please describe any fraudulent check services to be provided. Will you require positive pay on any or all accounts?
 - xiii. Please describe your bank's policy & fee structure for cashing foreign account holders' checks drawn on your bank from Frederick County Public Schools.
 - xiv. FCPS is interested in exploring the possibility of an on-site depository safe for small volumes of cash collected. Does your bank provide this type of service and if so please explain.
 - xv. FCPS is also interested in remote capture for check processing. Please describe these types of services and include any fees or costs in the cost proposal.
 - xvi. Please describe your Bank's disaster recovery policy for public funds banking.
 - xvii. Please provide the bank's credit rating, the agency providing the rating, and the period for which the rating relates.
 - xviii. Describe your proposed procedures for the processing of returned deposit items. Will returned items be automatically presented a second time? If yes, in what time period? Is there an option for the Board to represent items manually?
 - xix. Describes the details of how your bank's sweep products work. Are sweep accounts and related investments handled by your bank, or is a third party involved? If a third party is involved, describe the bank's relationship and guarantee (if any) with that party.
 - xx. Provide historic investment rates for the past 180 days for your bank's sweep account customers.
 - xxi. Do your Money Market accounts have restrictions on the total numbers of transactions per month? If so, what is the limit of number of transactions?
- Provide any additional information considered important in evaluating the ability of the

Bank to perform the contract and the quality of services being offered.

3. Procurement Card

- Explain on two pages or less why your firm is qualified to execute the project
- Explain your firm's timeline and activity schedule for implementation. Timeline should begin with the post-award meeting between Frederick County Public Schools and representatives from the Bank
- Provide a detailed, point by point response explaining how the vendor will provide each of the features and services outlined in Section 4, III. Procurement Card, Item 3 of this RFP. Proposals must address all services described in Item 3 and must include all information examples and attachments requested therein. Proposals that fail to do so may be rejected as non-responsive. Attachments must be clearly marked.
- Provide any additional information considered important in evaluating the ability of the Bank to perform the contract and the quality of services being offered.

- End of Section -

**BANKING SERVICES
RFP #11-MISC-2**

SECTION 4 - SCOPE OF SERVICES

I. Direct Deposit Services

To secure the services of a qualified bank for the Direct Deposit of Payroll and other payroll related deposits into the accounts of participating employees of the Board of Education of Frederick County. Deposits may be directed to any bank, savings and loan, or credit union that is a member of the National Association of Clearing Houses.

Frederick County Public Schools will consider proposals which include fee(s) for service. Firms are required to disclose in their cost proposal any and all costs associated with providing the level of service specified. Costs that have not been clearly identified in the proposal will not be subject to billing/payment later. Pricing should be stated in terms of an annual cost and the proposal shall address payment terms and terms of price escalation over the life of the contract, if any. Costs/fees will be an important evaluative factor in the review of proposals.

Please be advised that transmission of payroll data is made through the FCPS Finance Department, 191 South East Street, Frederick, Maryland 21701.

The Finance Department located (after October 1, 2010) at 191 South East Street, Frederick, compiles and maintains employee payroll data via PeopleSoft HR software version 8.8. This includes adding and removing employees and making changes in employee payroll information. Currently, FCPS transmits payroll data two days before each payday to the bank on a flat file by electronic transmission using software provided by the bank. The file is sent through a secure internet connection via the bank's secured web site. Each transmission is confirmed on-line as soon as the file transfer is complete. On the morning of the effective pay date, a wire transfer is completed to the bank in the total amount of the net pay for that specific payroll. The wire transmission should be confirmed with FCPS.

FCPS also transmits other direct deposit information, such as data related to retirement account payments. These files are sent through a secure internet connection via secured bank web site. Currently, FCPS transmits this data each payday to the bank on a flat file by electronic transmission using software provided by the bank. Each transmission is confirmed on-line as soon as the file transfer is complete. Immediately afterwards, a wire transfer is completed to the bank in the total amount for that specific transaction. The wire transmission should be confirmed with FCPS.

Include in your bid proposal the specific procedure for transmission of employee payroll data from FCPS to your bank.

Background

FCPS has utilized a direct deposit of payroll program since August 1, 1988.

Enrollment

Direct deposit is mandatory for all union employees, non-union employees (part time non-benefitted employees have the option to also direct deposit their pay). All employees may change banks at any time as long as the new bank can accept direct deposit of payroll.

Statistics

- Gross dollars per payroll is currently approximately \$14,700,000.
- Maximum of 24 pay periods per annum; may vary per employee.
- Approximately 6,795 employees are paid on a regular basis.
- Currently 6,250 employees participate with the payroll deposit approximating \$8,100,000.

FREDERICK COUNTY PUBLIC SCHOOLS' RESPONSIBILITIES

The staff of the Frederick County Public Schools will be responsible for the following activities:

- Publicize program and enroll employees. FCPS retains the right to review communication materials in advance.
- Distribute, collect, review, and input the data entry enrollment forms into FCPS payroll system.
- Calculate payroll and provide each employee with a statement of deposit. This statement will detail gross pay; deductions and net amount of deposit and will be issued by the payroll date.
- Transmit payroll information to the lead bank electronically.
- Information will be transmitted per the schedule agreed to by the bank and Frederick County Public Schools.
- Designate one or more individuals to assist the lead bank in resolving matters concerning transmission discrepancies, last minute changes, and other operating problems that may arise.

LEAD BANK RESPONSIBILITIES

The successful lead bank will be responsible for the following activities:

- Advise Frederick County Public Schools of all procedures and timetables for adding and removing employees from the direct deposit file, amending employee information, submitting payroll information and making changes in payroll information.
- Forward recorded payroll information to agent banks as required so that deposits are made in the specified accounts by the effective pay date.
- Provide Frederick County Public Schools with statements of deposit and other documents necessary and requested for audit and record keeping purposes.

- Designate one or more individuals as contact people for Frederick County Public School's account. These persons will be available to assist Frederick County Public Schools staff in answering questions that employees may have regarding the direct deposit program. The will also be authorized to obtain clarifications regarding discrepancies in payroll data and other operating problems that may arise.

II. Public Funds Banking

The following data presents FCPS' existing account structure. Vendors are encouraged to propose alternate account structures if deemed appropriate and beneficial to FCPS.

1. General Fund Checking Account
2. Payroll Checking Account
3. Self Insurance Checking Account
4. Construction Fund Checking Account
5. Food Service Checking Account
6. Print Fund Checking Account
7. Overnight Sweep Accounts for the General Fund, Self Insurance and Construction Fund Checking Accounts
8. Individual School Activity and Food Service Accounts
9. Other specialized Accounts

The following information is believed to be accurate, and is provided as an estimate of the activity handled by each of the existing accounts. Please note that this is FCPS' current account structure and that vendors may make recommendations as to different structures.

General fund checking account:

The current account clears approximately 945 checks per month. At the present time, FCPS' General Fund account serves as the main disbursement account for the Board and also as the base account for the Restricted Fund ZBA account, Imprest Fund ZBA and Payroll ZBA account. Approximately 3 stop pays per month are placed on checks written from the General Fund account. Approximately 125 ACH transactions are initiated by outside vendors for payments of federal, FICA, and Maryland taxes, Child Support payments via Expert Pay, etc. and approximately 94 ACH credits are received into the General Fund Account from Frederick County Government, Maryland State Retirement Agency and others. Approximately 70 internal account transfers are initiated from this account to other FCPS accounts. ZBA debits are approximately 415 per year and ZBA credits are 100. Approximately 20 items are deposited daily and the monthly average deposit (over the counter) is \$316,000. At the present time, FCPS utilizes daily sweep to invest excess funds overnight. The General fund checking account uses positive pay for processing payments and preventing fraud.

Payroll Checking Account:

The current account clears approximately 1,000 checks per month. FCPS employees are paid semi-monthly on the 15th and last business day of the month. Approximately 1 stop payment is made monthly on this account. This account presently has operated as a zero balance account, with daily sweeps occurring from the General fund checking account (above). The Payroll checking account uses positive pay for processing payments and preventing fraud.

Self-Insurance Checking Account:

Presently FCPS is self insured for medical, prescription and dental coverage. Third parties handle the payment of claims and make regularly (typically weekly) ACH drafts from the Self-Insurance Checking Account to pay these claims. About 20 ACH drafts are made from this account monthly to support our Flexible Spending Account program. Typically each pay date, a transfer of funds is initiated from the General fund checking account into this account. Additionally, FCPS initiates ACH drafts typically twice a month to pay prescription claims. Total annual deposits received in this account are approximately \$35,000,000. At the present time, FCPS utilizes daily sweep to invest excess funds overnight.

Construction Fund Checking Account:

Presently FCPS maintains a separate checking account to track the receipts and payments for its capital projects. Approximately 1080 checks are disbursed each year for a total average of \$53.8 Million disbursed. Approximately 50 deposits are made each year for a total average of \$82 Million in deposits each year. At the present time, FCPS utilizes daily sweep to invest excess funds overnight.

Food Service Checking Account:

Presently FCPS food service operations provide students several options for students and/or parents to pay for meals at the school locations. Food Services uses a third party vendor to process on line payments. Heavier deposit activity occurs from August through mid-September annually. The on line payments are deposited via Café Prepay, A Barr Security Company. On average, 270 checks are deposited from early August to mid-September, spread among approximately 25 separate deposit slips daily. Additionally, on virtually a daily basis merchant activity from credit card transactions are deposited electronically into this account. Typically once a month a portion of the balance is transferred to the general checking account. Also once a month, the credit card merchant electronically ACH's monthly activity fees from this account. Average balance in August/September is approximately \$300,000, with a June balance down to \$75,000.

Print Fund Checking Account:

FCPS operates an internal print operation which has its own checking account. Approximately 180 deposits are made annually and 150 checks are processed as disbursements.

Overnight Sweep Accounts:

Presently FCPS has three sweep accounts for the General Fund, Construction Fund and Self Insurance Fund. Balance in the General Fund Sweep account varies dramatically with the larger balances being around the payroll dates. Average monthly balance is approximately \$2.7 Million for the General Fund. The Construction Fund Sweep account has a highly fluctuating balance that averages \$122,000.00 per month. The Self Insurance Fund Sweep Account has been fairly constant at \$11 Million dollars for the past six months.

Individual School Activity Checking Accounts and Food Service Depository Accounts:

Currently over 40 of our schools have individual checking accounts with our lead bank. Many of these arrangements are due to the convenience of the lead bank's branch locations to the school. Schools will be encouraged to move their individual checking accounts to the new selected vendor if the new vendor has a branch in the same proximity as the current lead bank. These accounts can range in value from \$1,000 to \$350,000.

Also, there are 4 food service depository accounts at various banks other than our lead bank which accept deposits of funds from the schools' food service activities. Many of these arrangements are

due to the convenience of the lead bank's branch locations to the school. Schools will be encouraged to move their individual depository accounts to the new selected vendor if the new vendor has a branch in the same proximity as the current lead bank.

Other specialized accounts:

FCPS currently has two money market accounts with our lead bank (one for our general fund and one for our self insurance fund idle cash). FCPS had previously placed the majority of our idle cash in Maryland Local Government Investment Pool (MLGIP), but their rates have fallen dramatically in the past year so FCPS sought other options for their idle funds and determined that these money markets provided more advantageous rates at the same time providing the same security as the MLGIP accounts. FCPS will evaluate these investment arrangements periodically but for this bid, vendors are to assume that these deposits will continue in a similar manner. The average balances in the two accounts for the past fiscal year were \$17 Million for the general fund and \$10.8 Million for the self insurance fund.

FCPS currently has an Imprest Account which is a zero balance checking account used for emergency purposes. On average 1-2 checks are processed on this account each month.

FCPS also has several accounts used for accepting on-line payments through PayPal. These accounts are part of this bid award also. Currently there are two such accounts.

General Requirements:

- All accounts require monthly statements and analyses.
- Copies of paid checks should be received via CD Rom and should be available on-line each month and into the future for research purposes.
- Daily balances in these accounts should be automatically invested overnight. Exact structure of automatic investments can be proposed by vendor.
- All collateralization requirements according to Maryland State law must be adhered to. (Refer to State of Maryland Annotated Code, Article 95, Section 22). All securities pledged by the Bank for FCPS will be kept in safekeeping by an Escrow Agent. Pledged collateral will be 102% of the deposit or investment. A Collateral Agreement outlining compliance will need to be provided by the Vendor.
- Frederick County Public Schools shall have the capability to initiate wire transfers, stop payments, ACH transactions on an on-line (via the internet) system. Email and/or fax confirmation of all money movements are required.
- Vendor must agree to cash any check drawn from FCPS at no fee to the customer.
- FCPS presently performs an automated bank reconciliation therefore, the vendor should provide some sort of bank reconciliation service in the proposal. Services should include providing a file (ASCII variable length file with fields separated by semi colons or pipes) with the following information:
 1. Account Number – 13 digits
 2. Check Number – 6 digits
 3. Check Amount – 10 digits
 4. Paid Date – 8 digits

III. Procurement Card:

1.0 Intent

FCPS intends to implement a Procurement Card Program. The purposes of the Procurement Card Program are:

- To facilitate small purchases
- To expedite payments to vendors
- To improve internal administrative cost control
- To decrease the number of paper checks issued by implementing an AP based card settlement program and ACH payment solution

2.0 Background

Under current procedures, FCPS staff initiates purchases through requisitions. Many small purchases are made from "open" purchase orders. Requisitions are electronically approved by the account code manager and the supervisor/principal, before being forwarded to the Purchasing Department for processing to a purchase order and mailing to the vendor. Payments to vendors are made after the Finance Department receives notice confirming that the end user has received the purchased items. Invoices are forwarded directly to the Finance Department for payment.

FCPS seeks a vendor to establish a Procurement Card Program tailored to FCPS specifications and to provide a full range of supporting services. These services include, but are not limited to:

- Providing a widely recognized and accepted "credit" card with a format customized for FCPS.
- Setting up and administering the master and individual cardholder accounts.
- Providing training, customer support and program documentation.
- Replacing lost or stolen cards, as necessary.
- Authorizing cardholder purchases within the limits and restrictions established by the Purchasing Department of FCPS.
- Billing FCPS in accordance with agreed-upon procedures.
- Producing the management information reports required by FCPS.
- Using the procurement card, or a derivative thereof, to make on-line purchases via the Internet.
- Setting up and assisting in the implementation of an AP based card settlement program and ACH payment solution.

FCPS' current procurement card program is issued through Bank of America. The program consists of approximately 425 active cards and approximately 355 ghost accounts. The annual spend for fiscal year 2010 was approximately \$2.5 million with approximately 19,000 transactions. The card management program utilized is Bank of America's Works, along with Visa Information Management for report generation.

Under the Procurement Card Program, FCPS will be responsible for the following:

- Designating an authorized procurement card liaison(s) to communicate with FCPS personnel and the vendor.
- Identifying the cardholders authorized to purchase on behalf of FCPS.
- Designating approving officials to review and verify cardholder statements.
- Establishing internal procedures consistent with FCPS policy.
- Specifying dollar limits and purchase restrictions for FCPS cardholders.

- Approving training materials, documentation, card design and report formats.
- Authorizing changes to the master account and individual cardholder accounts as necessary.
- Paying the vendor upon receipt of a proper invoice.
- Creating include/exclude MCC groups specific to FCPS policy.

3.0 Required Features and Services

3.1 Procurement Card Program

The procurement card proposed must have sufficient recognition and be accepted by the majority of local merchants in Frederick County and the Washington metropolitan area, as well as national chain merchants. The Procurement Card Program will not have any pre-set credit limit. FCPS will have the sole responsibility for setting any and all credit limits, as deemed appropriate. The Procurement Card Program established for FCPS must comply with all federal, state and local laws governing issuance and administration of credit cards. The program must support federal 1099 reporting in conformance with current IRS regulations.

3.2 Meeting with FCPS Representatives

Following award of the contract, the vendor will be required to meet with FCPS representatives to explain the procurement card and to obtain information to set up accounts. The vendor will assist FCPS to provide information on:

- Cardholders, approving officials and program liaison(s).
- Cardholder accounts, including specific dollar limits and purchase restrictions.

Proposals must specify the number of working days following contract award within which the vendor will meet with the designated FCPS staff.

3.3 Master Account

Upon receipt of the required information, the vendor will establish a master account file containing the accounts of all cardholders in FCPS, including all expenditure limits, purchase restrictions and management information report requirements.

3.4 Training

At the start of the contract, the vendor will provide initial on-site "train the trainer" instruction to designated FCPS staff, and will provide FCPS with written materials that can be used to train cardholders in Procurement Card Program features and proper card use. The vendor will provide additional copies of training materials as requested by FCPS, at no additional cost.

Training topics will include, but are not limited to, the following:

- Benefits and features of the card
- Billing procedures
- The application process
- The matching of procurement card slips to statements
- Applying expense account numbers to individual charges
- Transmitting approved supporting documents to Accounts Payable/Finance to be matched to the monthly statements.
- Processing on a timely basis
- Available reports

- Specific instructions relative to the assumed liability of the individual cardholder and FCPS

Proposals must include examples of agenda and other documentation that the vendor will use to accomplish the training described above. These examples must be clearly marked and included as an attachment to the proposal.

The vendor will provide the name and telephone number of a contact person who will be available by telephone to answer questions that may arise during FCPS training of staff or to provide brief training sessions by telephone. Proposals should describe the hours that this type of support is available.

3.5 Documentation

The vendor will assist FCPS in preparing a cardholder Program Manual that will define program objectives, provide instruction in the use of the card, answer common cardholder questions and explain program policies and rules.

3.6 Card Issuance

FCPS will determine to whom the cards will be issued, based on the purchasing authority of each individual. FCPS will provide the vendor with the current list of physical card accounts and “ghost” accounts for the initial program setup.

Upon receipt of FCPS’ set-up information, the vendor will send FCPS the procurement cards, along with printed materials describing the services and explaining the use of the card. Proposals must indicate the length of time that elapses from receipt of an approved application to the issuance of a new card, and specify the method of card delivery.

Proposals must describe and provide examples of the materials that the vendor will provide FCPS to explain the procurement card services, demonstrate the use of the card and explain the procedures for setting up accounts, reporting lost/stolen cards and changing account information. The examples must be clearly marked and included as an attachment to the proposal.

3.7 Card Format and Design

Each card will be clearly labeled to identify Frederick County Public Schools and will indicate that the card is to be used for official purposes only. Each card will have a unique account number. Each card will be imprinted with FCPS’ state tax exempt number. The back of each card will be imprinted with the vendor’s toll-free customer service telephone number. There will be no references to Automatic Teller Machines (ATMs) on the card. The content and design of the card will be negotiated between the vendor and FCPS. Proposals must describe the vendor’s capabilities for designing and supplying a card identified as a FCPS Procurement Card.

3.8 Controls and Restrictions

FCPS will determine how the cards will be used, consistent with the terms of any resulting contract and within established FCPS purchase limits. Required controls may include, but are not limited to:

- Single per transaction dollar limits for each cardholder.
- Maximum dollar limit per billing period.
- Number of credit card transactions per day.
- Number of credit card transactions per cycle
- Restrictions on the types of vendors authorized to accept the card.
- Restrictions on the types of commodity services that may be purchased.
- Absolute prohibition of all cash advances.
- Additional controls, as required by FCPS.

Proposals should indicate any additional controls that the vendor can provide.

Generally, each cardholder will be subject to purchase limits of \$250 to \$1,000 per transaction and \$1,000 to \$5,000 per month. FCPS may grant higher limits to certain cardholders.

3.9 Customer Service

The bank must provide customer support to FCPS and to individual cardholders. This support should include, but is not limited to:

- Toll-free telephone access for questions and assistance on administrative, transaction and data processing issues. This support must be available from 7:30 AM to 6:00 PM (EST) Monday through Friday.
- A designated customer service representative knowledgeable about the FCPS Procurement Card Program, who will be responsive to FCPS' needs and requirements and will serve as the vendor's representative for handling issues related to the contract.
- Toll-free telephone support seven days a week, 24 hours a day, for cardholders to verify account balances and limits, make billing inquiries, ask questions and report lost or stolen cards.

3.10 Liability

FCPS will be liable for the use of the procurement cards by authorized staff, provided that the use is within the purchase limits established by FCPS. FCPS will not accept liability for unauthorized use of credit cards or account numbers that are fraudulently used, or for unauthorized use of lost or stolen cards. The maximum period of liability will not exceed twenty-four (24) hours upon discovery of lost or stolen cards and upon the cardholder's notification of the vendor.

3.11 Lost and Stolen Cards

The vendor will maintain a 24-hour, toll-free number to enable cardholders to report lost or stolen cards. Each cardholder will agree to report lost or stolen cards as soon as the loss or theft is discovered. Upon notification, the vendor will cancel the cardholder's account immediately.

3.12 Changes in Cardholder or Master Accounts

The designated FCPS liaison may request changes in any information in a cardholder's account. Such changes may include card expenditure limits, transaction limits, purchase restrictions, cardholder name, cardholder billing address or telephone number, and termination or non-renewal of a cardholder's account. The vendor must have the ability to accept requests for changes both

electronically and in writing. Proposals must specify the maximum length of time that will elapse from receiving a request for changes to a cardholder's account or the FCPS master account to accomplishing the change.

3.13 Authorizations

The vendor will provide authorization support 24 hours a day, 365 days a year. For vendors having "point-of-sale" terminals, the vendor will authorize all FCPS procurement card purchases pursuant to the specifications established in the cardholder's account. Authorizations will apply the dollar limits, transaction limits and purchase restrictions specified by FCPS and set up in cardholder accounts. The vendor shall not authorize employee purchases from vendors whom FCPS has identified as prohibited. The vendor shall not allow cash advances.

3.14 Billing

FCPS and the vendor will select a mutually agreeable billing cycle. At the end of each billing cycle, the vendor will send a monthly statement to each cardholder, either by mail or electronically at the discretion of FCPS, and a master billing statement to the designated FCPS approving official. Vendors will indicate the proposed elapsed time from the close of a billing cycle to the mailing of monthly statements and reports. Proposals must demonstrate the vendor's ability to provide the statements and reports indicated in Section 3.16.

Billing statements must include, at minimum, the information listed below:

- Name of merchant
- Date supplies or services were purchased
- Itemized cost for each item/service

FCPS and the vendor will select a mutually agreeable payment schedule. If incentives are offered, FCPS may consider making payments more quickly. Proposals should indicate any prompt payment incentives that will be available to FCPS.

FCPS will consider pre-payment of estimated amount such as in debit card arrangement.

3.15 Questioned Items and Chargebacks

The vendor will establish procedures for handling cardholder, approving official or accounting office questions concerning items on a cardholder's statement. These procedures must include:

- Procedures and instruction for questioning or disputing items appearing on a cardholder's statement.
- Provisions for crediting FCPS' account, pending the resolution of the questioned or disputed item.
- Provisions for processing charge backs for items resolved in FCPS' favor.

3.16 Management Information Reports

The vendor will make certain cardholder activity information available to authorized FCPS officials.

The vendor must provide FCPS with a variety of management reports, including, but not limited to:

- Vendor analysis, i.e., number and dollar value of FCPS procurement card transactions by type of vendor and with specific companies.
- Fiscal year-to-date dollars expended by all FCPS cardholders.
- Fiscal year-to-date dollars expended by specific groupings of FCPS cardholders.
- 1099 vendor reporting.
- Variety of reports to assist FCPS in identification of fraud or card misuse.

The vendor must be able to provide these reports via an electronic means, preferably a web based product. In addition, the vendor must provide an electronic interface to PeopleSoft Version 8.8, the FCPS accounting/procurement system. A sample of the export file to be used is required with the technical proposal.

Proposals should include samples of the management information reports that will be available to FCPS. These samples should be clearly marked and included as an attachment to the vendor's proposal.

3.17 On-Line Access

FCPS staff has access to the Internet. Proposals should describe the vendor's ability to provide program information, cardholder statements, reports, etc. on-line and the program used to access this information.

3.18 Sale and Use of Cardholder Information

The sale of mailing lists containing cardholder names and addresses and the unauthorized use of FCPS and/or cardholder information is prohibited. The mailing of materials will generally be restricted to information pertaining to the Procurement Card Program.

3.19 Accounts Payable Based Card Settlement Program

With award of this contract FCPS may choose to implement an Accounts Payable (AP) based card settlement program and ACH payment solution to reduce the number of printed checks and facilitate wire transfers and ACH payments. The vendor shall provide any information available outlining how their system operates. A vendor file of accounts payable annual spend will be provided to assist vendors in the creation of an electronic settlement solution. The electronic solution must be compatible with PeopleSoft Version 8.8.

4.0 Vendor Qualifications

FCPS has established certain minimum requirements that vendors must meet in order for their proposal to be considered. These requirements are listed below:

4.1 Organization and Staff Experience

- a. Vendors must be able to demonstrate sufficient qualifications and experience to perform the work described in this RFP. Proposals must include descriptions of all direct experience providing procurement card programs to public and private sector organizations. If available, vendors should highlight references for procurement card services provided to local/municipal governments and public school systems. Each reference cited must include the name and telephone of a point of contact.
- b. Vendors must be able to demonstrate sufficient experience at providing electronic interface to PeopleSoft Version 8.8 financial management software.

4.2 Acceptance

The vendor's procurement card must be accepted by a wide variety of businesses offering goods and services in Frederick County, Maryland and the Washington, DC metropolitan area.

4.3 Personnel Resources

The vendor must have sufficient personnel resources to install and support the FCPS Procurement Card Program. The vendor's proposal must include the following:

- The number of employees currently assigned to a) government procurement card accounts, and b) corporate procurement card accounts.
- The number of employees that would be assigned to the FCPS Procurement Card Account.

4.4 Financial Responsibility

Vendors must be able to demonstrate financial responsibility by providing latest audited statements, annual or quarterly reports, a current rating from a nationally recognized credit rating organization, or other acceptable proof.

- End of Section -

**BANKING SERVICES
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SECTION 5 - PRICE PROPOSAL REQUIREMENTS

- A. **Price proposals will be requested in clearly labeled envelopes, separate from the technical proposals.**
- B. Pricing shall remain firm for the duration of the initial contract period (five (5) years) with options to extend for two (2) additional two-year periods for a total of nine (9) years. Fee proposals indicating a willingness to hold prices for the term of the contract may receive preference in the analysis. Prior to a contract renewal, FCPS and the award firm will communicate regarding performance, revisions and modifications to this contract.
- C. The price proposal section related to the banking and direct deposit services are to be submitted on both a fee-based arrangement and a compensating balance arrangement.
- D. Each proposal will describe all fees that are associated with the procurement card features and services described in Section 4, III Procurement Card, Item 3 of this RFP, and how they will be billed to FCPS. All fees must be disclosed. Only fees listed and mutually agreed upon between the vendor and FCPS will be allowed.

- End of Section -

BANKING SERVICES
RFP #11-MISC-02
SECTION 6 - EVALUATION and SELECTION PROCESS

I. Selection Committee

Technical Proposals that meet the mandatory requirements of this solicitation and received from offering firms by the closing deadline will be evaluated by the Selection Committee consisting of a minimum of five (5) Frederick County Public Schools' staff.

II. General Evaluation

The Board of Education of Frederick County may make such investigations as are deemed necessary to determine the ability of a firm to provide the work as specified herein. The Board of Education of Frederick County may request additional information about or clarification of proposals.

The Board of Education of Frederick County reserves the right to clarify information submitted in a Proposal to determine whether an error has been made or whether a waiver of formality, informality or technicality is appropriate. Firms shall furnish the Board of Education of Frederick County all such information and data necessary for the Board of Education of Frederick County to determine if the Proposal is responsible and responsive to the Board of Education of Frederick County requirements as stated herein.

It is the Board of Education of Frederick County's intent to award the contract to the firm which, based upon the criteria for evaluation, is the most responsive, responsible and the most qualified to accomplish the scope of services (work) and is in the best interest and best value of Frederick County Public Schools.

III. Evaluation Criteria

The evaluation criteria are set forth below and are intended to be the basis by which each technical proposal and presentations shall be evaluated, measured and ranked. The Board of Education of Frederick County hereby reserves the right to evaluate, at the Board of Education of Frederick County's sole discretion, the extent to which each Proposal received compares to the said criteria and how each proposal compares to the others.

The following points will be considered in evaluating the proposals:

- Quality of vendor's references, particularly with providing procurement card services to organizations similar to FCPS.
- Vendor's ability to meet the qualifications specified in Section 3, including experience, personnel resources and financial responsibility.
- Vendor's understanding of and ability to provide the program features and services described in Section 4 of this RFP.
- Completeness of the proposal.
- Vendor's pricing and fee structure--FCPS reserves the right to request best and final pricing from any or all of the firms.

The proposal assessed by FCPS to be the most technically proficient and cost effective will be selected and awarded provided the selected vendor and proposed personnel satisfy the requirements outlined in Section 4, Scope of Services. FCPS reserves the right to accept or reject

any or all proposals received by reason of this solicitation and also reserves the right to negotiate separately with any vendor in any manner that may serve the interests of FCPS.

FCPS also reserves the right to disqualify proposals from vendors whose prior experience within the past three year period does not conform to FCPS requirements and/or standards. In order for a vendor with prior unsuccessful experience to be eligible to be considered, the vendor must submit a statement explaining the circumstances which led to the unsuccessful experience and must submit satisfactory evidence that these or similar circumstances no longer exist.

IV. Award or Rejection of Proposal

The contract will be awarded to the vendor(s) complying with all the provisions of this RFP and the stated criteria, subject to the availability of funding and provided it is in the best interest of FCPS to award the contract.

- End of Section -

**BANKING SERVICES
RFP #11-MISC-02
SECTION 7 - TERMS and CONDITIONS**

I. Start and Completion Dates

The Public Funds Banking contract shall commence on March 1, 2011. The Direct Deposit contract shall commence on March 15, 2011. The Procurement Card contract shall commence on March 1, 2011. All to be fulfilled in accordance with the condition of the Contract Period - Section 1, Paragraph VI.

II. Non-Conflict of Interest Statement

It is unlawful for any officer, employee or agent of the Frederick County Public Schools to participate personally in his/her official capacity through decision, approval, disapproval, recommendation, advice or investigation in any contract or other matter in which he/she, his/her spouse, parent, minor child, brother or sister, has a financial interest; or to which any firm, corporation, association, or other organization in which he/she has a financial interest; or in which he/she is serving as an officer, director, trustee, partner, or employee; or any person or organization with whom he/she is negotiating or has any arrangement concerning prospective employment; is a party, unless such officer, employee, or agent has previously complied with the provisions of Maryland Annotated Code, Article 40A, SS1-101 et. seq. The successful bidder agrees that during the term of the Contract and for twenty-four (24) months following the exit conference, the successful bidder, its employees, agents and representatives, shall not, with or without compensation, on behalf of the successful bidder, or another person, entity, or corporation, take any action in connection or receive any benefit with any specific matter, finding or recommendation associated in any way with this project, except with the express written consent of the FCPS.

III. Contingent Fee Prohibition

The vendor warrants that he/she has not employed or retained any person, partnership, corporation or other entities other than a bona fide employee or agent working for the vendor to solicit or secure this agreement and that he/she has not paid or agreed to pay any person, partnership, corporation or other entities other than a bona fide employee or agent any fee or any other consideration contingent on the making of this agreement.

IV. Non-Assignment

The vendor shall not sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or his obligations there under, without written consent of the Contract Administrators.

This Contract shall inure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns. No unilateral assignment or transfer permitted hereunder shall relieve the vendor or Frederick County Public Schools of any of their respective obligations under this Contract.

V. Copyright

All materials, reports and data produced under this contract become the property of the FCPS and may not be copyrighted by the vendor. Any reproductions or use of paid material must have the written approval of the Contract Administrators.

VI. Non-Discrimination in Employment

The Board of Education of Frederick County actively subscribes to a policy of equal employment opportunity and will not discriminate against any employee or applicant because of race, sex, age, color, physical or mental handicap, marital status, sexual affiliation, religion, national origin or political affiliation. The vendor shall not discriminate in any manner against any employee or applicant for employment because of race, sex, age, color, physical or mental handicap, marital status, sexual affiliation, religion, national origin or political affiliation.

VII. Non-Hiring of Employees

No employee of FCPS shall be employed or encouraged to become employed by the vendor.

VIII. Indemnification

The vendor shall reimburse, indemnify and hold harmless FCPS for all loss resulting from the negligence of the vendor in the performance of this contract, and for all loss to FCPS resulting from the non-performance thereof, except those losses otherwise specifically excluded by FCPS.

IX. Termination for Default

When the vendor has not performed or has unsatisfactorily performed the contract, payment shall be withheld at the discretion of the Board of Education of Frederick County. The Board of Education of Frederick County may, by written notice of default to the vendor, terminate the whole or any part of the contract in any one of the following circumstances:

1. If the vendor fails to make the delivery of supplies or equipment exactly as specified or perform the services within the time and manner specified therein or any extension thereof, or:
2. If the vendor fails to perform any of the provisions of this contract, or fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two (2) circumstances does not cure such failure within a period of ten (10) calendar days (or such longer period as the Purchasing Manager may authorize in writing) after receipt of written notice from the Purchasing Manager specifying such time failure, or:
3. If the vendor willfully attempts to make delivery of items other than items in the contract or perform the services other than specified as to quality, contents of pack, work processes or otherwise, without specified authorization in the form of a contract amendment, or:
4. If a determination is made by the Board of Education of Frederick County that the obtaining of the contract was influenced by an employee of FCPS having received a gratuity, or a promise therefore, of any way or form.

In the event the Board of Education of Frederick County terminates this contract in whole or in part, the Board of Education of Frederick County may procure such items in such a manner as the Purchasing Manager may deem appropriate, and the vendor shall be liable to the Board of Education of Frederick County for any excess cost for such similar supplies or services provided that the vendor shall continue the performance of the contract to the extent not terminated.

If, after notice of termination of this contract under provisions of this clause, it is determined for any reason that the vendor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to a Termination for Convenience.

X. Termination for Convenience

The performance of work under this contract may be terminated by the Board of Education of Frederick County in accordance with this clause in whole, or from time to time in part, whenever the Board of Education of Frederick County shall determine that such termination is in the best interest of the Board of Education of Frederick County. Written notice shall be given at least sixty (60) days in advance. The Board of Education of Frederick County will pay for all labor and material in accordance with Bid Price up to the date of the termination. However, the vendor shall not be reimbursed for any anticipatory profits which have not been earned up to the date of the termination.

XI. Anti-Bribery

Vendors and consultants are required to be aware of Maryland State Finance and Procurement Code Ann. §13-405 which requires that any person convicted of bribery, attempted bribery, or conspiracy to bribe based upon acts committed after July 1, 1977, in the obtaining of a contract from the Board or any of its subdivisions, shall be subject to disqualification pursuant to Article 21, § 33-405 from entering into a contract with the Board of Education of Frederick County or other subdivision of the Board for the supply of materials, supplies, equipment, or services by the person.

XII. Disputes

Any disputes resulting from a question or fact arising under this contract shall be decided by the Frederick County Public Schools' contract administrator and the Purchasing Manager who will reduce their decision to writing and furnish a copy thereof to the vendor. This decision shall be final and conclusive unless within thirty (30) days the vendor furnishes to the contract administrator and Purchasing Manager a written appeal addressed to the Executive Director of Fiscal Services who may confer with the Board of Education of Frederick County. The local Board of Education has the right to hear appeals as provided by Maryland Law.

The Board of Education or duly authorized representative will review the appeal for the determination of such appeal and their finding shall be final and conclusive. Exceptions are decisions determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as to imply bad faith, or not supported by evidence. In connection with any appeal preceding under this clause the vendor will be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute, the vendor shall proceed diligently with the performance of the contract and in strict accordance with the FCPS staff's decision.

This clause does not preclude consideration of laws questioned in connection with the decision provided above.

XIII. Objections to Award Recommendations

Any bidder objecting to the Purchasing Manager's recommendation for award may protest the Purchasing Manager's action by formally notifying in writing, to the Executive Director of Fiscal Services. The bidder's written protest must be received in the Purchasing Department at least five (5) working days prior to the Board meeting for which the bid award is scheduled. It is the bidder's responsibility to ascertain the date and time of the pertinent Board meeting. The protest must specifically and fully identify the bidder's objection(s); the legal basis for the objection, including the itemization of laws, regulations, policies or bid procedures, etc., which have allegedly been violated; a statement of all facts which support the bidder's position; a copy of all documents which are relevant or upon which the bidder is relying; and a statement as to the relief sought by the bidder.

XIV. Objection to Award

Any objections to an award made by the Board must be filed, in writing, to the Executive Director of Fiscal Services and received within ten (10) calendar days following the date of the award by the Board. The objection must specifically and fully identify the vendor's objections and any supporting legal or procedural authority.

XV. Contract

When the Board accepts a bid and awards a contract, the purchase order/s, bidder's submission, agreed upon schedules, addenda, shop drawings and other documents associated with the bid solicitation/submission/award process will constitute the contract. Notification of the contract award will be made by letter after approval by the Board.

Subsequently, no amendment, modification or change to the Contract shall be effective unless such change is in writing and signed by authorized representatives of Frederick County Public Schools and the vendor. Changes may not significantly alter the original scope of the agreement.

XVI. Patent Infringements

The vendor agrees to indemnify, protect and save harmless FCPS, its officers, agents and employees with respect to any claim, action, cost or judgment for patent infringement, arising out of purchase or use of materials, supplies, equipment or services covered by this contract.

XVII. Governance by Maryland State Law

The provisions of this contract shall be governed by the laws of the State of Maryland. The contract shall be governed in all respects by laws of Maryland and any litigation with respect thereto shall be brought on the courts of Maryland. The vendor shall comply with applicable federal and state laws and regulations, including the Americans with Disabilities Act (ADA) of 1990.

XVIII. Insurance Requirements

The Owner is to receive insurance certificates evidencing the compliance of insurance requirements at least ten (10) days before work commences. The vendor shall not commence work under this contract until he/she has obtained all the insurance required under this paragraph and such insurance has been approved by the Board, nor shall the vendor allow any subcontractor to commence work on his/her subcontracts until the insurance required of the subcontractor has been obtained and approved.

A. WORKER'S COMPENSATION & EMPLOYER'S LIABILITY INSURANCE

The vendor shall procure and shall maintain during the life of the contract Worker's Compensation Insurance as required by applicable state law for all of his/her employees to be engaged in work at the site of the project under the contract, and, in case of any such work sublet, the vendor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Vendor's Worker's Compensation Insurance.

In addition, the vendor shall procure and maintain during the life of the contract Employer's Liability Insurance in the following amounts:

E.L. Each Accident	\$100,000.00
E.L. Disease - Each Employee	\$100,000.00
E.L. Disease - Policy Limit	\$500,000.00

The vendor will require any subcontractor to procure and maintain Worker's Compensation and Employer's Liability Insurance during the life of the contract.

It will be the responsibility of the vendor to ensure that all subcontractors comply with this provision, and the Vendor will indemnify and hold harmless the Board for the failure of the Vendor or any subcontractor to comply with these provisions.

B. COMMERCIAL GENERAL LIABILITY INSURANCE

The vendor shall procure and shall maintain during the life of the contract Commercial General Liability Insurance including premises and operations, completed operations and products, on a per occurrence basis, with at least the following limits:

General Aggregate	\$2,000,000 per project
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage	\$ 50,000
Medical Expense	\$ 5,000

C. COMPREHENSIVE AUTOMOBILE LIABILITY

The Vendor shall maintain Comprehensive Automobile Liability Insurance (including all automotive equipment owned, non-owned and hired, operated, rented, or leased). Minimum limits of Automobile Liability Insurance shall be:

1. Bodily Injury: \$1,000,000 per person/\$1,000,000 accident
2. Property Damage: \$1,000,000 each occurrence, or
3. Combined Single Limit Bodily Injury and Property Damage Liability: \$1,000,000

D. SCOPE OF INSURANCE AND SPECIAL HAZARD

The insurance required in B and C above shall provide adequate protection for the Vendor and subcontractors, respectively, against damage claims, which may arise from operations under the contract, whether such operations are by the insured or by anyone directly or indirectly employed by him. Insurance coverage required under B above shall specifically include property damage caused by conditions otherwise subject to exclusions "X, C, U" (Explosion, Collapse or Underground Damage) as defined by the National Bureau of Casualty Underwriters. Exceptions: contracts that do not require excavation or underground work are not required to have the above "X, C, U" coverage.

E. SUBCONTRACTOR'S INSURANCE

The Vendor shall either:

1. Require each of his/her subcontractors to procure and to maintain during the life of the subcontracts Liability Insurance of the type and in the same amounts as specified in D above, or

2. Insure the activities of the subcontractors in his/her own policies. It will be the responsibility of the Vendor to insure that all subcontractors comply with this provision, and the Vendor will indemnify and hold harmless the Board for the failure of the Vendor or any subcontractor to comply with these provisions.

F. PROOF OF CARRIAGE OF INSURANCE

The Vendor shall furnish the Board with certificates showing the type, amount, class of operations covered, effective dates, and dates of expiration of policies. Such certificates also shall contain substantially the following statement: The insurance covered by this certificate will not be concealed or materially altered, except after thirty (30) days written notice has been received by the Board.

G. PROFESSIONAL LIABILITY INSURANCE

The Vendor shall maintain professional liability and errors and omissions coverage in the Minimum amounts of \$1,000,000 per claim and \$3,000,000 in aggregate, unless noted otherwise under Special Notices.

- H. The Owner, Board of Education of Frederick County, the Frederick County Board of Commissioners and other entities stipulated by Owner shall be named as additional insured parties on all Vendor policies, other than Worker's Compensation Insurance policy. The Vendor's insurance shall be primary and non-contributory to any insurance carried by the Board of Education of Frederick County or other named entity. Waiver of subrogation applies to above policies in favor of the certificate holder. Insurance providers must have an AM Best Company rating of at least A- / XII.

XIX. Tobacco Free and Alcohol/Drug Free Environment

The Frederick County Public School System maintains a tobacco, alcohol/drug free environment. The sale or use of tobacco, alcohol or drugs, in any form, or related product, is prohibited in school buildings at all times. Persons found violating this policy will be requested to remove the product and themselves from school premises.

XX. Frederick County Public Schools Employees

No employee of Frederick County Public School shall be admitted to any share or part of this contract or to any benefit that may arise there from which is not available to a similar commercial customer.

XXI. Services to be Available after Contract Expiration

After the termination of the Contract between FCPS and the vendor(s), the vendor will provide continuing access to financial information for at least three (3) years after the contract for financial research and reporting purposes. This access can be an electronic copy of the information or access to the vendor's web based account access system.

XXII. Immigration Reform and Control Act of 1986

The vendor certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the federal immigration Reform and Control Act 1986.

XXIII. Antitrust

By entering into the contract, the vendor conveys, sells, assigns, and transfers to Frederick County Public Schools all rights, title, and interest in and to all causes of action the vendor may now have or hereafter acquire under the antitrust laws of the United States and Maryland, relating to the goods or services purchased or acquired by Frederick County Public Schools under said contract.

XXIV. Relation to Frederick County Public Schools

The vendor will be legally considered as an independent vendor and neither the Vendor nor its employees will, under any circumstances, be considered servants or agents of Frederick County Public Schools. Frederick County Public Schools will not be legally responsible for any negligence or other wrong doing by the Vendor, its servants or agents. Frederick County Public Schools will not withhold from the contract payments to the Vendor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any amounts for benefits to the vendor. Further, Frederick County Public Schools will not provide to the Vendor any insurance coverage or other benefits, including Workers Compensation, normally provided by Frederick County Public Schools for its employees.

XXV. Arbitration

It is expressly agreed that nothing under the contract shall be subject to arbitration, and any references to arbitration are expressly deleted from the Contract Documents.

XXVI. Patents and Royalties

The Vendor covenants to save, defend, keep harmless, and indemnify Frederick County Public Schools and all of its officers, departments, agencies, agents, and employees (collectively the "Frederick County Public Schools") from and against any and all claims, losses damages, injuries, fines, penalties, costs (including court costs and attorney fees) charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by Frederick County Public Schools. If the Vendor uses any design, device, or materials covered by letters patent or copyright, it is mutually agreed and understood without exception that the contract price includes all royalties or costs arising from the use of such design, device, or materials in any way involved with work.

XXVII. Project Staff

Frederick County Public Schools will, throughout the life of this Agreement, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Vendor. If Frederick County Public Schools reasonably rejects the staff or subcontractors, the Vendor must provide replacement staff or subcontractors satisfactory to Frederick County Public Schools in a timely manner and at no additional cost to Frederick County Public Schools. The day-to-day supervision and control of the Vendor's employees shall be the sole responsibility of the Vendor.

XXVIII. Policies of Employment

The Vendor shall advise FCPS of the intention to use any employees that are hired or obtained from any penal pre-release or work-release programs. In the event such employees are used, notification to FCPS shall include name and violation for each individual. The vendor shall take reasonable precautions when selecting such individuals and provide whatever safeguards are necessary for effective supervision. Vendor's employees are not permitted inside school buildings when the nature of the contract is for outside work.

Potential contractors/vendors of Frederick County Public Schools are advised that Maryland law now provides the following mandatory restrictions on registered sex offenders performing work or services on school system property:

"A person who enters into a contract with a county board of education or a nonpublic school may not knowingly employ an individual to work at a school if the individual is a registrant. A person who violates this section is guilty of a misdemeanor and on conviction is subject to imprisonment not exceeding 5 years or a fine not exceeding \$5,000 or both."

Persons or entities awarded contracts with Frederick County Public Schools are required to certify that no employee, subcontractor, subcontractor employee, or material supplier that is a registered sex offender will be allowed to enter onto school system property at any time in the performance of the work or services for which the contract is awarded. Such certification is a condition precedent to any contract award, and failure to so certify will be grounds for not awarding a contract. It will be the responsibility of vendors to obtain similar certification from all sub-contractors and material suppliers performing work or services on school system property and to monitor adherence to this requirement. In the event that Frederick County Public Schools determines that a registered sex offender has entered upon school system property in the performance of work for a vendor, such will be grounds for termination of the contract.

XXIX. Public Information Act Notice

The Board of Education of Frederick County is obligated under the Maryland Public Information Act, Section 10-611 et. seq. of the State Government Article of the Annotated Code of Maryland to permit individuals to inspect and copy any public record unless the public record is expressly exempted from disclosure by statute. All documents that you submit to the school system will constitute a public record, which the school system must disclose under the Public Information Act unless the document qualifies for an exemption under the Act. If you maintain that any document or portion of a document submitted by you or on behalf of your company, qualifies for an exemption (e.g. commercial or financial information etc.), you must conspicuously label the document or applicable portions, state the basis for the exemption with specific statutory reference to the Maryland Public Information Act and explain why the exemption applies to the document. Failure to properly identify the information as instructed will result in the document being treated as a disclosable public record.

By submitting a bid, the bidder agrees to indemnify and hold harmless the Board of Education of Frederick County for all costs and damages including court costs and legal fees which it incurs as a result of denying an application filed under the Maryland Public Information Act or other similar Freedom of Information Acts based on the bidder's designation of a document as exempt from disclosure.

XXX. Technology-Based Instructional Products

All technology-based instructional products must meet technical standards for accessibility established in Federal Section 508 of the Rehabilitation Act.

- End of Section -

**BANKING SERVICES
RFP #11-MISC-02**

SECTION 8 - PROPOSAL CONDITIONS

A. Submittal of Proposal

By submitting a Proposal, the undersigned also hereby agrees that from its review of the RFP and the attachments, the firm fully understands the intent and purpose of the documents and conditions of submitting a Proposal. Claims for additional compensation and/or extensions of time because of the firm's failure to follow the foregoing procedure, and to familiarize itself with the contract documents and all conditions which might affect the work, will not be allowed.

B. Acceptance of Proposals

The undersigned agrees that this Proposal may be held by the Board of Education of Frederick County for a period not to exceed ninety (90) days from the date stated for opening of Proposals. If written notice of acceptance of this Proposal is mailed, faxed, emailed or delivered to the undersigned within the time noted above, after the date of the opening of Proposals, or at any time hereafter before this Proposal is withdrawn, the undersigned agrees that it will execute and deliver a contract in the form prescribed by the Board of Education of Frederick County in accordance with the Proposal as accepted. It is understood and agreed that the Board of Education of Frederick County reserves the right to award the contract in its best interests, to reject any and all Proposals, to waive any informalities in the Proposals, and to hold all Proposals for the period above noted.

C. Time for Completion of Work

The undersigned agrees, if awarded the contract, to commence work within five (5) consecutive calendar days after date of issuance of written notice to proceed and to perform the contract work within the time frame specified within the RFP.

D. Declaration of Interest

I/We, the undersigned firm, declare that the only person, firm, or corporation, or persons, firms or corporations, that has or have any interest in the Proposal, or in the contracts proposed to be taken, is or are the undersigned. The undersigned also certifies that this Proposal is made without previous understanding, agreement or connection with any person, firm, or corporation submitting a Proposal for this same project and is, in all respects, fair and without collusion or fraud.

**BANKING SERVICES
RFP #11-MISC-02**

SECTION 9 - PROPOSAL FORM SIGNATURE SHEET

OFFERORS MUST SIGN PROPER SPACE BELOW TO VALIDATE BID

I/We agree to provide the services in accordance with the accompanying specifications and all conditions, provisions, attachments and any addenda of this RFP.

Company

Authorized Representative (Print)

Address

Signature

Address

Title

Payment Terms

Telephone Number

Federal I.D. Number

Facsimile Number

State of Maryland Registration No.

Name of Vendor's Contract Administrator

Telephone Number of Vendor's Contract Administrator

Acknowledgment of Addenda

I/We acknowledge receipt of the following Addenda:

No. _____, Dated _____

No. _____, Dated _____

No. _____, Dated _____

No. _____, Dated _____

**BANKING SERVICES
RFP #11-MISC-2**

SECTION 10 - ADDITIONAL DOCUMENTS

The following documents are enclosed:

Statutory Affidavit and Non-Collusion Certification

Minority Business Enterprise Information

Notice of "No-Bid" Response

FREDERICK COUNTY PUBLIC SCHOOLS
STATUTORY AFFIDAVIT AND NON-COLLUSION CERTIFICATION

Special Instructions: An authorized representative of the bidder needs to complete the following affidavit and insert an answer to paragraphs 1 and 3.

BIDDERS: The submission of the following Affidavit at the time of the bid opening is:

☒ **requested to be completed but not required to be notarized.**

☐ required to be completed and notarized.

I, _____, being duly sworn, depose and state:

1. I am the _____ (officer) and duly authorized representative of the firm of
the organization named _____ whose address is
(Name of Corporation)
_____ and that I

possess the authority to make this affidavit and certification on behalf of myself and the firm for which I am acting.

Except as described in paragraph 3 below, neither I, nor to the best of my knowledge, the above firm, nor any of its officers, directors, or partners, or any of its employees who are directly involved in obtaining or performing contracts with any public bodies has:

been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state or of the federal government;

been convicted under the laws of the state, another state, or the United States of: a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

been convicted of criminal violation of an antitrust statute of the State of Maryland, another state, or the United States;

been convicted of a violation of the Racketeer influenced and Corrupt Organization Act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract;

been convicted of any felony offenses connected with obtaining, holding, or maintaining a minority business enterprise certification, as prohibited by Section 14-308 of the State Finance & Procurement Article;

been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction under any of the laws or statutes described in Paragraph (a) through (e) above; or

been found civilly liable under an antitrust statute of this State, another state, or the United States for

acts or omissions in connection with the submission of bids or proposals for a public or private contract.

The only conviction, plea, or admission by any officer, director, partner, or employee of this firm to involvement in any of the conduct described in Paragraph 2 above is as follows:

If none, write "None" below. If involvement, list the date, count, or charge, official or administrative body, the individuals involved, their position with the firm, and the sentence or disposition of the charge.

 (you may attach an explanation necessary)

I affirm that this firm will not knowingly enter into a contract with a public body under which a person or business debarred or suspended under Maryland State Finance and Procurement Title 16, subtitle 3, Annotated Code of Maryland, as amended, will provide, directly or indirectly, supplies, services, architectural services, construction-related services, leases of real property, or construction.

I affirm that this proposal or bid to the Board of Education of Frederick County is genuine and not collusive or a sham; that said bidder has not colluded, conspired, connived and agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding and is not in any manner, directly or indirectly, sought by agreement of collusion or communication or conference, with any person to fix the bid prices of the affidavit or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that if any bidder, or to secure an advantage against the Board of Education of Frederick County or any other person interested in the proposed contract; and that all statements in the proposal or bid are true. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the Board of Education of Frederick County may terminate any contract awarded and take any other appropriate action.

I DO SOLEMNLY DECLARE AND AFFIRM under the penalties of perjury that the contents of this affidavit are true and correct, that I am executing this Affidavit in compliance with Section 16-311 of the State Finance and Procurement Article, Annotated Code of Maryland, and in compliance with requirements of the Frederick County Board of Education, and that I am executing and submitting this Proposal on behalf of and as authorized by the bidder named below.

 (Witness)

 (Title)

SUBSCRIBED AND SWORN to before me on this ____ day of _____, 20__.

 NOTARY PUBLIC

My Commission Expires: _____

 (Legal Name of Company)

 (Address)

(City) (State) (Zip)

(Telephone) (Fax)

(Print Name) (Title) (Date)

(Signature) (Title) (Date)

We are/I am licensed to do business in the State of Maryland as a:

☐ Corporation ☐ Partnership ☐ Individual ☐ Other

FREDERICK COUNTY PUBLIC SCHOOLS
MINORITY BUSINESS ENTERPRISE INFORMATION

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.

1. Is the company a certified Minority Business Enterprise (MBE) with documented certification from the Maryland State Department of Transportation (MDOT)? _____
If yes, provide certification number: _____
2. Is the company a registered/certified MBE by any other state or local governmental agency? If yes, provide type of certification, certifying agency, and certification number below. (Copies of certificates may be attached.)

<u>Type</u>	<u>Issuing Agency</u>	<u>Certification No.</u>

3. If applicable, circle the group(s) which qualify the company as a minority business enterprise.

African-American Hispanic American-Indian Asian Women
Disabled Other: _____

[Note: MBE means any legal entity except a joint venture, that is (a) organized to engage in commercial transactions, (b) at least 51% owned and controlled by one or more individuals who are members of a group that is disadvantaged socially or economically, as noted above.]

4. Would the company be considered a Minority Business Enterprise due to the majority (51% or greater) of the board of directors/company officers being a member(s) of any of the following groups? _____ If yes, indicate by circling the group(s) to which the member(s) of the board/officers belong.

African-American Hispanic American-Indian Asian Women
Disabled Other: _____

5. If the company is not a Maryland certified MBE, please describe the plan for utilization of minority suppliers or subcontractors to accomplish any portion of the work.

Name (Please Print)

Title

Signature of Above

Date

Company

PLEASE RETURN TO:

**FREDERICK COUNTY PUBLIC SCHOOLS
PURCHASING DEPARTMENT
33 THOMAS JOHNSON DRIVE
FREDERICK, MARYLAND 21702
TELEPHONE 301-644-5219 FAX 301-644-5213**

NOTICE OF "NO BID" RESPONSE

Bid Due Date: October 15, 2010 @ 2:00 P.M.

Due to increased costs in maintaining an accurate and active "Bidder's List", it is necessary for the Purchasing Department to be informed of the reason(s) for a firm not bidding. If you will not be bidding on this project, please indicate below the reason(s).

Unless a responsive bid or this form is returned to us, your firm will be removed from the "Bidder's List" for this category.

☐

Current workload prevents bidding at this time.

☐

We do not sell the type of products/services requested.

☐

Bid has been forwarded to our distributor; we do not sell direct.

☐

We wish to be removed from this category.

Other: _____

Date: _____

Firm Name: _____

Address: _____

Signature: _____

Title: _____

**QUESTIONS REGARDING THIS SOLICITATION SHOULD BE SUBMITTED IN WRITING TO:
MR. BILL MEEKINS CPPB, CPCP, BUYER SPECIALIST and e-mail: willis.meekins@fcps .**

**BANKING SERVICES
RFP #11-MISC-2**

SECTION 11 – BID SUBMISSION INSTRUCTIONS

“TECHNICAL PROPOSAL” INSTRUCTIONS

“Technical Section”

The “Technical Section” must include the signature forms in Section 9 and Section 10. The Notice of “No-Bid” Response form is not required if a bid is submitted. If addenda are issued acknowledgement of receipt of the addenda shall be recorded.

All bid submissions must include the information specified in Section 3, Items III. Mandatory Requirements and IV. Technical Requirements. The information shall be in the format specified in Appendix A.

All bid submissions must include the information specified in Section 3, Item V. Project Approach. Item V. Project Approach has been broken down into three sub-sections; Direct Deposit Services, Public Funds Banking, and Procurement Card. Vendors may bid on all three sub-sections, or any combination of sub-sections. Each sub-section shall be a separate part of the technical submission and shall be labeled as such. Submissions must include the information specified under the appropriate sub-section. The information shall be in the format specified in Appendix A.

Proposals which merely offer to conduct a program in accordance with the requirements of the scope of work will be considered non-responsive to this request and will not be considered further.

“COST PROPOSAL” INSTRUCTIONS

Other Administrative Data

The section shall stipulate that it is predicated upon all the terms and conditions of this RFP. In addition, it shall contain a statement to the effect that it is firm for a period of at least 90 days from the date of receipt of Frederick County Public Schools.

The section shall list the names and telephone numbers of persons authorized to conduct negotiations. The offeror, as a minimum, must submit cost proposals fully supported by cost and pricing data adequate to establish the reasonableness of the proposed amount.

Appendix B lists information relevant to cost proposal submissions. Vendors shall utilize the attached spreadsheets for submission of fees/costs for Direct Deposit Services and Public Funds Banking in addition to other information, if applicable.

Place of Performance

The work shall be performed at the contractor's office or at Frederick County Public Schools, 191 South East Street, Frederick, Maryland 21701, or at such other locations within Frederick County as required or agreed to by FCPS.

Appendix A

Banking/Direct Deposit/Procurement Card Services

Technical Proposal

Section 3, Item III Mandatory Cover Letter

1. Cover Letter: The cover letter will briefly summarize the vendor's ability to provide the services specified in this RFP. It will also state that the vendor, if awarded a contract, will not use the names and addresses of FCPS employees for any purpose not directly related to the services of this contract.

The cover letter must be signed by a representative of the vendor who has the legal capacity to enter the organization into a formal contract with FCPS.

2. Company Profile: The vendor must have at least five (5) years experience in providing diverse banking services similar to those described in the RFP. Statement of this is required in the Cover Letter.
3. Independence and Impartiality: The vendor shall assure independence and impartiality in its recommendations through incorporation of such a statement in the proposal to FCPS. Statement of this is required in the Cover Letter.
4. Availability of Service for Direct Deposit and Public Funds Banking: The vendor shall have at least six (6) bank branches within Frederick County, of which one (1) branch shall be in Frederick, Maryland that is open during normal business hours to receive deposits, cash checks and allow employees to draw funds from personal accounts. The vendor shall have at least two (2) no-fee Automated Teller machines (ATM) within Frederick County available 24 hours per day to receive deposits and allow employees to draw funds from personal accounts. Statement of this is required in the Cover Letter.

If the vendor is bidding on the **Procurement Card Section ONLY** this information may be omitted.

Section 3, Item IV, 1 Firm Overview

Provide the name, address, and telephone number of the manager responsible for this project.

How many years has the firm been in business? Explain firm management structure and provide a one page history of your firm.

Include the following information about the company and local office: size, bank locations, and the length of time it has been performing direct deposit services, serving public fund entities as a primary bank and/or providing procurement card services.

State if your firm is currently involved in any lawsuit or judgment, and if so, provide a brief statement of such.

Section 3, Item IV, 2

Understanding of Scope of Services

The vendor must demonstrate an understanding of the scope of work to be performed with consideration for the school system and public sector environment.

Break down the understanding of the Scope of Services by the services being submitted for bid: Public Funds Banking, Direct Deposit and/or Procurement Card Services.

Section 3, Item IV, 3 Experience

Include the following information about three (3) to five (5) organizations/companies of similar size and volume, preferably Maryland school systems, for whom your firm provided banking and/or procurement card services in the last five (5) years.

- Name of Organization/Company/School System
- Number of employees
- Services provided and offered
- Name, title, address and telephone number of individuals who may be contacted by the evaluation committee for reference purposes

Firms shall demonstrate that they have experience in the performance of similar services to those required by this solicitation, and shall provide information for up to ten (10) similar projects that your firm has administered in the past ten (10) years.

Vendors must be able to demonstrate sufficient experience at providing electronic interface to PeopleSoft 8.8 financial management software.

Section 3, Item IV, 4 Staffing Plan

The vendor shall identify the specific staff who will be involved in both the implementation phase and the day-to-day operational phase for this project. Supply a resume of the credentials for each of these staff members. Qualifications, training and experience relating to the project shall be provided. Include a time line schedule of staffing indicating titles and responsibility for all personnel to be utilized. Should substitutions of personnel be proposed by the vendor after award of contract, FCPS reserves the right to approve or reject any or all replacements.

Provide disclosure of services, if any, that would be sub-contracted, reason that they cannot be provided in-house, and information on proposed sub-contractor.

Section 3, Item IV, 5 References

Provide a minimum of three (3) references for projects of similar scope as described herein either current or completed in the last five (5) years for Public Funds entities, and all educational clients within the last ten (10) years. Include contact names and telephone numbers.

For the procurement card section of the bid the vendor must indicate the government entities and corporate accounts for which the vendor provides or has provided similar procurement card services. For each reference, the vendor must state:

- The term dates and the number of cards issued under each of the contracts or agreements.
- The name, address and telephone number of a contact person for each contract cited.
- The electronic interface utilized, if any. Entities or accounts using, PeopleSoft 8.8 are preferred.

Section 3, Item IV, 6 Company Financial Condition

Provide your company's latest annual report and financial statement, and the most recent quarterly reports.

Section 3, Item IV, 7 Certificate of Insurance

- a) Provide a sample insurance certificate to verify bidder's ability to obtain the required insurance for this work. (See Section 7 - Terms & Conditions, XV for Insurance Requirements.)
- b) Insurance shall include Service Liability Professional Liability coverage.

Section 3, Item V, 1, Direct Deposit Services Project Approach

- Explain on two pages or less why your firm is qualified to execute the project
- Provide any exceptions/clarifications/additions to the Frederick County Public Schools and/or Lead Bank Responsibilities as outlined under Section 4, I. Direct Deposit Services.
- Explain your firm's timeline and activity schedule for implementing the first payroll under this contract. Timeline should begin with the post-award meeting between Frederick County Public Schools and representatives from the Bank.
- Provide specific answers to the following questions in the order that they are listed:
 - i. Indicate where your firm is incorporated
 - ii. List any no-cost or reduced cost services or reduced rate loans the Vendor is willing to provide to employees who hold direct deposit accounts with the Vendor, or to other employees having personal banking relationships with other Banks
 - iii. Please describe your Bank's disaster recovery policy for direct deposit services
 - iv. Please provide the Bank's credit rating, the agency providing the rating, and the period for which the rating relates
 - v. Specify minimum period (not more than 48 hours) required for receipt of direct deposit data to ensure timely deposits
- Provide any additional information considered important in evaluating the ability of the Bank to perform the contract and the quality of services being offered.

Section 3, Item V, 2, Public Funds Banking Project Approach

- Explain on two pages or less why your firm is qualified to execute the project
- Explain your firm's approach that would allow Frederick County Public Schools the capability to initiate wire transfers, stop payments, ACH transactions, etc. on an on-line (via the internet) system
- Explain your firm's timeline and activity schedule for implementation. Timeline should begin with the post-award meeting between Frederick County Public Schools and representatives from the Bank
- Provide specific answers to the following questions in the order that they are listed:
 - i. Indicate where your firm is incorporated.
 - ii. How many bank branches are located in Frederick County? In the State of Maryland?
 - iii. How many bank branches are located in Frederick, Maryland, and are available to accept daily deposits?
 - iv. What is your funds availability policy for deposits drawn on other banks, ACH's, and wires?
 - v. Please describe the third party collateralization structure you will use for securing FCPS deposits/investments (in accordance with Maryland law governing public funds).
 - vi. Please describe web based technology that would enable FCPS to initiate wires, stop payments, ACH's, transfers between accounts, etc.
 - vii. Please describe the technology available to update and view account statement information including cleared checks. Also please describe the technology to view daily and previous day transactions, customized reports and to prepare and transaction future transactions.
 - viii. Please provide information on paid check archiving, imaging, storage, etc. (The State of Maryland Public School Construction currently requires copies of cleared checks for reimbursement purposes, therefore, some check copies are required on a routine monthly basis).
 - ix. Please describe account structure proposed (see Section 4 - Scope of Services).
 - x. Please describe automated bank reconciliation services available (see Section 4 - Scope of Services).

Section 3, Item V, 2, Public Funds Banking Project Approach cont.

- xi. How many no-fee ATMs are located in Frederick County? In the State of Maryland?
- xii. Please describe any fraudulent check services to be provided. Will you require positive pay on any or all accounts?
- xiii. Please describe your bank's policy & fee structure for cashing foreign account holders' checks drawn on your bank from Frederick County Public Schools.
- xiv. FCPS is interested in exploring the possibility of an on-site depository safe for small volumes of cash collected. Does your bank provide this type of service and if so please explain.
- xv. FCPS is also interested in remote capture for check processing. Please describe these types of services and include any fees or costs in the cost proposal.
- xvi. Please describe your Bank's disaster recovery policy for public funds banking.
- xvii. Please provide the bank's credit rating, the agency providing the rating, and the period for which the rating relates.
- xviii. Describe your proposed procedures for the processing of returned deposit items. Will returned items be automatically presented a second time? If yes, in what time period? Is there an option for the Board to represent items manually?
- xix. Describes the details of how your bank's sweep products work. Are sweep accounts and related investments handled by your bank, or is a third party involved? If a third party is involved, describe the bank's relationship and guarantee (if any) with that party.
- xx. Provide historic investment rates for the past 180 days for your bank's sweep account customers.
- xxi. Do your Money Market accounts have restrictions on the total numbers of transactions per month? If so, what is the limit of number of transactions?
- Provide any additional information considered important in evaluating the ability of the Bank to perform the contract and the quality of services being offered.

Section 3, Item V, 3, Procurement Card Project Approach

- Explain on two pages or less why your firm is qualified to execute the project
- Explain your firm's timeline and activity schedule for implementation. Timeline should begin with the post-award meeting between Frederick County Public Schools and representatives from the Bank
- Provide a detailed, point by point response explaining how the vendor will provide each of the features and services outlined in Section 4, III. Procurement Card, Item 3 of this RFP. Proposals must address all services described in Item 3 and must include all information examples and attachments requested therein. Proposals that fail to do so may be rejected as non-responsive. Attachments must be clearly marked.
- Provide any additional information considered important in evaluating the ability of the Bank to perform the contract and the quality of services being offered.

Appendix B

Banking/Direct Deposit/Procurement Card Services

Cost Proposal

Direct Deposit Services Cost Proposal

Price proposals are to be submitted on both a fee-based arrangement and a compensating balance arrangement.

(Fees and Costs shall be submitted on the attached spreadsheets)

Public Funds Banking Cost Proposal

Price proposals are to be submitted on both a fee-based arrangement and a compensating balance arrangement.

(Fees and Costs shall be submitted on the attached spreadsheets)

Procurement Card Cost Proposal

Proposals will describe all fees that are associated with the procurement card features and services described in Section 4, III. Procurement Card. Item 3 of this RFP.

Fee schedules for the procurement card program should be submitted separately from fee schedules for the Accounts Payable (AP) based card settlement program.

**Frederick County Public Schools
Cost Proposal - RFP 11-MISC-02
Direct Deposit Services**

Vendor:_____

Services Description	TMA Code	Estimated Monthly Volume	Unit Cost	Total Cost
FDIC Charge	000230	1		
Account Maintenance	010000	1		
Checks Paid Summary	159999	1		
ACH Maintenance	250000	1		
ACH Credits Received	250101	2		
ACH PPD Credits Originated	250107	13000		
ACH PPD Debits Originated	250107	2		
ACH Debits Received	250200	4		
ACH Returns - Electronic	250302	1		
Notification of Change - Electronic	250302	1		
ACH File Handling	250501	2		
Incoming FedWire Funds Transfer	350300	2		

Grand Total for Proposed Services - Monthly

x 12

Annualized Cost

If there is a mandatory item not otherwise listed in the bid proposal, the bank is required to add it on, and total it as part of the bid.

The quantities and/or dollar values stated in the RFP are given as a general guide and represent a best estimate over a one month period.

Authorized Representative of the Vendor must execute below, binding the Vendor to the services and pricing

Authorized Signature

Name **Firm Name**

Title **Date**

**Frederick County Public Schools
Cost Proposal - RFP 11-MISC-02
Public Funds Banking**

Vendor:_____

Services Description	TMA Code	Estimated Monthly Values	Unit Cost	Total Cost
General Account Services				
Account Maintenance	010000	9		
Analysis Statements	010411	9		
Dual Statement Delivery	999999	7		
FDIC Charge	000230	9		
Zero Balance Monthly Maintenance	010020	1		
Zero Balance Transfer - Debit	010112	35		
Zero Balance Transfer - Credit	010112	10		
Audit Confirmations	10630	1 (annual)		

Depository Services

Deposit Tickets	102000	951		
Deposited Items (checks)	020052	7420		
Returned Deposit Item - Charge	100400	50		
Returned Deposit Item - Redeposit	100402	1		
Returned Deposit Items - Special Handling Fee	100401	1		
Cash deposits - per \$100	100600	316		
Deposit Corrections	100500	1		
Coin Deposit - Separated	100044	1		

Disbursement Services

Checks Paid	150100	5281		
Automated Stop Payment Maintenance	151710	1		
Automated Stop Payment Inquiry	209999	1		
Automated Stop Payment Placed	150410	18		

Funds Transfer

ACH Debits Received	250200	70		
ACH Credits Received	250201	76		
Incoming Wires	350300	4		
Mail Advice	350419	22		
Manual Repetitive Wires	350200	6		
Manual Non-Repetitive Wire	350401	1		
Automated Wire Monthly Maintenance	350000	1		
Repetitive Fed Wire	350300	6		
Non-Repetitive Fed Wire	350320	1		
Electronic Advice	359999	23		

Voice Domestic - Repetitive	350200	2		
Book Transfers (internal)	350129	10		
Incoming Book Transfers	999999	9		
Web Template Storage	999999	8		

Reconciliation Services

Issue Plan Maintenance	200010	7		
Issue Plan Reconciliation Items	200110	5300		
Image Maintenance	151350	7		
Image Items	151352	5300		
Image Output CD	151353	6		
Output Transmission/Item	151351	5300		
Positive Pay - Base Fee (per Account)	150120	2		

Information Services

Internet Info Reporting Monthly Fee	400207	1		
Previous Day Account	400222	49		
Current Day Account	400225	46		
Internet Previous Day Images	999999	1		
Web Disbursement Check Inquiry	151352	200		
Web Disbursement Ad Hoc Image	151352	10		

Corporate Cash Sweep

Muni Sweep	450020	3		
Next Day Sweep Monthly Fee	510100	3		

Collateral/Surety Bond

Blanket Surety Bond (varies with account balance) or				
Posted Collateral (varies with account balance)				

Additional/Mandatory Items

Excess Checks Paid Rejects >1%	100230			
Excess Checks Paid Rejects >5%	100230			
Image Check Inquiry Maintenance	010620			
Checks Paid Summary	200020			
Manual Repo/Investment	450020			
Monthly Safekeeping/Custody Charges	450001			

Grand Total for Proposed Services - Monthly

Annualized Cost

x 12

These volumes are comprised of 9 main accounts: General Fund, Restricted Fund, Food Service Disbursement Account, Food Service Depository Account, Payroll, Construction, Self Insurance, Imprest Fund and Print Fund.

If there is a mandatory item not otherwise listed in the bid proposal, the bank is required to add it on, and total it as part of the bid.

The quantities and/or dollar values stated in the RFP are given as a general guide and represent a best estimate over a one month period.

Many of the items with a quantity of one, do not necessarily occur every month, but for our analysis we are assuming a worse case scenerio.

Overnight Sweep Interest Rate Basis:

Explain Calculation of Sweep Interest:

Information Needed for Earning Credit Analysis

Average Investable Balance \$6 Million

Vendor to indicate:

- Earnings Credit Rate
- Earnings Allowance

Please include any Pro Forma Earning Credit Analysis with this cost proposal.

Authorized Representative of the Vendor must execute below, binding the Vendor to the services and pricing

Authorized Signature

Name: Firm Name:

Title: Date: