

**RFP 17-024P Banking and Related Financial Services  
ADDENDUM No. 1  
March 9, 2017**

**A. Clarifications**

1. Section 4.1 Evaluation Criteria: The below Proposal Evaluation Criteria shall be used by the Selection Evaluation Committee to evaluate and score Proposals.

	<b>PROPOSAL EVALUATION CRITERIA NO CHANGE</b>	<b>ORIGINAL WEIGHTED FACTORS</b>	<b>REVISED WEIGHTED FACTORS</b>
1	Organizational Qualification (including but not limited to) <ul style="list-style-type: none"> <li>• Most recent bank rating</li> <li>• Relevant experience and qualifications</li> <li>• System capabilities</li> <li>• Branch locations</li> <li>• Overall approach</li> </ul>	15%	15%
2	Conversion and Implementation Plan (including but not limited to) <ul style="list-style-type: none"> <li>• Lead-time and training requirements</li> <li>• Ease of overall process</li> </ul>	5%	5%
3	Customer Service and Quality (including but not limited to) <ul style="list-style-type: none"> <li>• Availability and accessibility of customer service assistance</li> <li>• Service level requirements</li> <li>• Technical support availability</li> </ul>	15%	20%
4	Account Services (including but not limited to) <ul style="list-style-type: none"> <li>• Scope of Services available through secured internet portal</li> <li>• Availability of funds</li> <li>• Scope of account reconciliation services</li> </ul>	25%	20%
5	Bank Fees and P-Card Rebates	30%	40%
	<b>Total</b>	<b>100%</b>	<b>100%</b>

2. Add to Section 3: Insurance Requirements

Vendor agrees to the following insurance requirements:

**Insurance:** Vendor must provide certificates of insurance and endorsements in accordance with the insurance requirements listed below by the Date(s) of Service. Failure to provide insurance by the Date(s) of Service shall constitute a material breach of this Agreement and may result in PSTA terminating this Agreement, without any penalty or expense to PSTA.

Delays in commencement due to failure to provide satisfactory evidence of insurance shall not extend deadlines. Any penalties and failure to perform assessments shall be imposed as if the work commenced as scheduled. In the event Vendor has subcontractors perform any portion of the work in the Contract Documents; either Vendor shall name those subcontractors as "additional insureds" or each subcontractor shall be required to have the same insurance requirements as Vendor. Insurance must be maintained throughout the entire term of this Agreement, insurance of the types and in the amounts set forth. Failure to do so may result in suspension of all work until insurance has been reinstated or replaced or termination of this Agreement. For services with a "Completion Operation Exposure," Vendor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. Any penalties and failure to perform assessments shall be imposed as if the work had not been suspended.

All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have a minimum rating of "A-" as assigned by AM Best. Vendor shall provide PSTA with properly executed and approved certificates of insurance to evidence compliance with the insurance requirements to PSTA's Purchasing/Risk Management Division. A copy of the additional insured endorsement(s) for Commercial General Liability needs to be attached to the certificates. If Vendor has been approved by the Florida State Department of Labor, as an authorized self-insured for Workers' Compensation, PSTA's Purchasing/Risk Management Department shall recognize and honor such status. Vendor may be required to submit a letter of authorization issued by the Department of Labor and a certificate of insurance, providing details on Vendor's Excess Insurance Program. If Vendor participates in a self-insurance fund, updated financial statements may be required upon request, such self-insurance fund shall only be accepted, at the sole discretion of PSTA, and only if PSTA finds the financial statements to be acceptable. Vendor shall provide to PSTA's Purchasing/Risk Management Department, satisfactory evidence of the required insurance by, either:

A certificate of insurance with the additional insured endorsement;

A certified copy of the actual insurance policy; or

The most recent annual report or audited financial statement (if the self-insured retention (SIR) or deductible exceeds \$100,000).

PSTA, at its sole option, has the right to request a certified copy of policies required by this Agreement. Notwithstanding the prior submission of a certificate of insurance, copies of endorsements, or other evidence initially acceptable to PSTA, if requested by PSTA, Vendor shall, within thirty (30) days after receipt of a written request from PSTA, provide PSTA with a certified copy or certified copies of the policy or policies providing the coverage required herein. Vendor may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required herein.

The acceptance and approval of Vendor's insurance shall not be construed as relieving Vendor from liability or obligation assumed under this Agreement or imposed by law. PSTA, its board members, officers, and employees will be included as "additional insureds" on all policies, except the Workers' Compensation and Professional Liability coverage.

Should at any time Vendor not maintain the insurance coverage's required by this Agreement, PSTA may either cancel or suspend delivery of Services of Products or, at its sole discretion, shall be authorized to purchase such coverage and charge Vendor for such coverage purchased. PSTA shall be under no obligation to purchase such insurance or be responsible for the coverages purchased or the responsibility of the insurance company/companies used. The decision of PSTA to purchase such insurance coverage shall in no way be construed to be a waiver of any of its rights.

Any certificate of insurance evidencing coverage provided by a leasing company for either Workers' Compensation or Commercial General Liability shall have a list of employees certified by the leasing company attached to the certificate of insurance. PSTA shall have the right, but not the obligation to determine that Vendor is only using employees named on such a list to perform work on the jobsite. Should employees not be named be utilized by Vendor, Vendor has the option to work without penalty until PSTA identifies proof of coverage or removal of the employee by Vendor occurs, or alternately find Vendor to be in default and takes over the protective measures as needed.

The insurance provided by Vendor shall apply on a primary basis to any insurance or self-insurance maintained by any participating agency. Any insurance, or self-insurance, maintained by a participating agency shall be excess of, and shall not contribute with, the insurance provided by Vendor.

Except as otherwise specifically authorized in this Agreement, or for which prior written approval has been obtained hereunder, the insurance maintained by Vendor shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, PSTA may permit the application of a deductible or permit Vendor to self-insure, in whole or in part, one or more of the insurance coverages required by this Agreement. In such instances, Vendor shall pay on behalf of PSTA and its board members, officers or employees, any deductible or self-insured retention applicable to a claim against PSTA and its board members, officers or employees.

**Waivers:** All insurance policies, other than Professional Liability Insurance, shall include waivers of subrogation in favor of PSTA, from Vendor and Vendor will ensure the compliance with any subcontractors.

**Project Specific Insurance Requirements:** The following policies and minimum coverages shall be maintained throughout the entire term of this Agreement which shall remain in effect throughout the Date(s) of Service and for two (2) years beyond final acceptance for Services and Products with a completed operations exposure, are as follows:

- I. **Commercial General Liability Insurance:** including, but limited to, independent contractors, Vendor liability for premises/operations, completed operations, and personal injury. Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements. PSTA, its board members, officers, and employees shall be added as an "additional insured" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured-Owners, Lessees, or Vendors).

**Minimum required Commercial General Liability coverage will include:**

- (i) Premises/Operations;
- (ii) Products and Completed Operations;
- (iii) Blanket Contractual Liability;
- (iv) Personal Injury Liability;
- (v) Expanded Definition of Property Damage; and
- (vi) \$1,000,000 Aggregate.

An occurrence form policy is preferred. If coverage is a claims made policy, provisions should include for claims filed on or after the Date(s) of Service of this Agreement. In addition, the period for which claims may be reported should extend for a minimum of two (2) years following the expiration of this Agreement.

**II. Vehicle Liability Insurance:** If the work governed by this Agreement requires the use of vehicles, Vendor, prior to the Date(s) of Service, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of this Agreement and include, as a minimum, liability coverage for:

- (i) Owned, non-owned, and hired vehicles and with the minimum limits at \$1,000,000 Combined Single Limit (CSL).

**This policy should not be subject to any aggregate limit.**

**III. Workers' Compensation Insurance:** Prior to the Date(s) of Service, Vendor shall obtain Workers' Compensation Insurance which must have limits sufficient to meet the requirements of chapter 440, Florida Statutes. Vendor shall maintain Workers' Compensation Insurance throughout the term of this Agreement for all employees engaged in work under this Agreement.

The Workers' Compensation policy must be endorsed to waive the insurer's right to subrogate against the all participating agencies, and their respective officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with all participating agencies, and their officers and employees scheduled thereon.

**The Employers' Liability Insurance** with limits no less than:

- (i) \$500,000 bodily injury by accident;
- (ii) \$1,000,000 bodily injury by disease, policy limits; and
- (iii) \$500,000 bodily injury by disease, each employee.

**IV. Professional Liability Insurance:** If the work governed by this Agreement involves the furnishing of advice or services of a professional nature, Vendor shall purchase and maintain throughout the life of this Agreement, Professional Liability Insurance which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of Vendor arising out of work governed by this Agreement.

The minimum limits of liability shall be:

- (i) \$1,000,000 per claims made basis/or per occurrence; and
- (ii) \$2,000,000 aggregate.

If coverage is provided on a claims made basis, Vendor agrees to maintain such Professional Liability Insurance, as described herein, for a period of at least two (2) years following the conclusion of this Agreement, or purchase an extended claims reporting period of two (2) years following the expiration of this Agreement.

3. Revised Cost Proposal Form: The attached Revised Cost Proposal Form shall be submitted with all Proposals.

**All other Proposal terms and conditions originally issued remain unchanged.**

REMINDER: Make sure you mark "Addendum No. 1" on Attachment "1" Acknowledgement of Addendum and remember to sign and return Acknowledgement Addendum form with your submittal package. Failure to do so may result in the disqualification of your proposal submittal.

The RFP is revised to the extent specifically amended by this Addendum #1. Otherwise, all provisions of the RFP remain in effect.

Jean Smith  
Purchasing Agent III  
Pinellas Suncoast Transit Authority  
jsmith@psta.net

**ATTACHMENT 3  
REVISED  
PROPOSAL FORM**

(Required with Proposal submittal)

The undersigned hereby agrees to furnish the services as listed below in accordance with the specifications which have been carefully examined and attached hereto.

General Account Services				
Line Item	Description of Supply/Service	Estimated Monthly Volume	Unit Price	Extended Price
1	Monthly Account Maintenance	6	\$	\$
2	Audit Confirmation Electronic	1	\$	\$
3	Electronic Credits Posted	183	\$	\$
4	Electronic Debits Posted	42	\$	\$
5	Items Paid and Not Enclosed	536	\$	\$
6	ZBA Master Account	1	\$	\$
7	ZBA Sub-Account	3	\$	\$
8	Desktop Deposit Credit Posted	N/A	\$	
Depository Services				
Line Item	Description of Supply/Service	Estimated Monthly Volume	Unit Price	Extended Price
9	Cash Vault Bag	74	\$	\$
10	VLT Deposit Error	2	\$	\$
11	VLT Coin Deposit Mix Bag	146	\$	\$
12	O/S Bulk Cash Deposits	668,086	\$	\$
13	Items Deposited	228	\$	\$
14	Desktop Deposit-Non Servicing Bank Deposit Item	N/A	\$	
15	Desktop Deposit – Servicing Bank Deposit Item	N/A	\$	
Paper Disbursement Services				
Line Item	Description of Supply/Service	Estimated Monthly Volume	Unit Price	Extended Price
16	ARP Checks Paid - Full Reconciliation	N/A	\$	
17	Desktop Deposit Images Retrieved	N/A	\$	
18	Online Image View < 90 Days – Item	N/A	\$	
19	Positive Pay Monthly Base	N/A	\$	
Paper Disbursement Reconciliation Services				
Line Item	Description of Supply/Service	Estimated Monthly Volume	Unit Price	Extended Price
20	ARP Statement Monthly Base	N/A	\$	

<b>General ACH Services</b>				
<b>Line Item</b>	<b>Description of Supply/Service</b>	<b>Estimated Monthly Volume</b>	<b>Unit Price</b>	<b>Extended Price</b>
21	ACH Fraud Control Monthly Maintenance	6	\$	\$
22	ACH Monthly Maintenance	1	\$	\$
23	ACH File Transmissions, Self	4	\$	\$
24	Consumer PPD Credits Originated	1,572	\$	\$
25	ACH Return Item	1	\$	\$
26	ACCT Transfer/per Transfer	3	\$	\$
<b>Wire and Other Funds Transfers Services</b>				
<b>Line Item</b>	<b>Description of Supply/Service</b>	<b>Estimated Monthly Volume</b>	<b>Unit Price</b>	<b>Extended Price</b>
27	Wire Transfer Monthly Maintenance	3	\$	\$
28	Wire Transfer Out Non-Rep (OTM PC Wire)	1	\$	\$
29	Wire Transfer Incoming	1	\$	\$
<b>Information Services</b>				
<b>Line Item</b>	<b>Description of Supply/Service</b>	<b>Estimated Monthly Volume</b>	<b>Unit Price</b>	<b>Extended Price</b>
30	OTM/OLC Prior Day Services per Month	2	\$	\$
31	OTM/OLC Prior Day per Account Maintenance	12	\$	\$
32	OTM/OLC Prior Day per Item Detail	1,879	\$	\$
33	OTM/OLC Current Day Services per Month	1	\$	\$
34	OTM/OLC Current Day per Account Maintenance	6	\$	\$
35	OTM/OLC Current Day per Item Detail	7	\$	\$
36	Deposit Receipt Email	100	\$	\$
37	Desktop Deposit Report Monthly Base	N/A	\$	\$
38	Desktop Deposit Report Per Item	N/A	\$	\$
<b>Other Services</b>				
<b>Line Item</b>	<b>Description of Supply/Service</b>	<b>Estimated Monthly Volume</b>	<b>Unit Price</b>	<b>Extended Price</b>
39	Stop Payment / Per Month	2	\$	\$
40	Image Item Retrieval / Per Image Pulled	11	\$	\$
41	Insufficient Funds Items	1	\$	\$
42	One-Time Implementation Fee	N/A		
43	Other (please specify)	N/A		
<b>Earning Credits</b>				
<b>Line Item</b>	<b>Description of Supply/Service</b>	<b>Estimated Monthly Volume</b>	<b>Unit Price</b>	<b>Extended Price</b>
44	Interest Earnings / Per Account	5	\$	\$

NOTE: The above pricing will be used to determine the scoring of for the Evaluation Criteria. Any cost submitted for the below Optional Services will not be used for basis of award. PSTA reserves the right to award the Optional Services by Lots.

LOT A - Optional Item – Merchant Card Services	
Line Item	Description of Supply/Service
45	Merchant Card Services – See below table. Complete the fees associated with Merchant Card processing.

Definitions:

**Equipment or Start-Up Fee:** Any fee associated with PSTA beginning to use the Merchant Card Services. This shall include any hardware or other one time fees.

**Transactional Fees:** Fees assessed every time a transaction is run.

**Flat Fees:** Any flat fee charged on a monthly basis.

**Incidental Fees:** Fees that are charged per incident, such as chargeback fee, batch fee, and not sufficient funds fee for example.

Fee Description	Cost	Wholesale or Markup
Equipment or Start Up Fee	\$	
Transactional Fees (please note whether cost is each or a percent of charge)		
Flat Fees	Attach Itemized List	
Incidental Fees	Attach Itemized List	

LOT B - Optional Item – P-Card Services	
Line Item	Description of Supply/Service
46	P-Card Services – See below table. Complete the Percent (%) Rebate for the indicated spend ranges.

Low Volume	High Volume	Percent (%) Rebate
\$200,000	\$499,999	%
\$500,000	\$999,999	%
\$1,000,000	\$1,499,999	%
\$1,500,000	\$1,999,999	%
\$2,000,000	\$2,499,999	%
\$2,500,000	\$2,999,999	%
\$3,000,000	\$3,499,999	%
\$3,500,000	\$3,999,999	%
\$4,000,000	\$4,499,999	%
≥ \$5,000,000		%



Please state your proposed interest rate and show formula or index if applicable

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If there is a floor rate with the interest rate you are offering PSTA, please indicate the floor rate.

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Formula or index:

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Company Name

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Authorized Signature

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Authorized Individual's Name (Print)

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Title

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Date

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Email Address

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Telephone Number