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**Request for Proposals**

**RFP #24-07**

**FOR**

**Banking Services**

**Butts County Board of Commissioners**

**625 West Third Street**

**Suite 4**

**Jackson, Georgia 30233**

**REQUEST FOR PROPOSALS**

 **Banking Services**

Greetings! The Butts County Board of Commissioners invites you to submit a proposal for banking services. The proposal must be submitted in accordance with the information contained herein.

Questions or clarifications regarding this request for proposal should be addressed to Rhonda Blissit, Chief Financial Officer via email to rblissit@buttscounty.org. Questions will be accepted until December 15, 2023 12:00 p.m. and will be answered in an addendum on the county’s website <https://buttscountyga.com> if such information is necessary so that all potential proposers will have the information. The deadline for the first addendum, if required, will be December 18, 2023. The posting of additional addenda may be required, and it is the responsibility of the Proposer to ensure that they review the County’s website for any additional addenda, and that they submit acknowledgement of all applicable addenda (on the included form) with their solicitation. Proposers should not expect to be individually notified by Butts County. Sealed proposals will be accepted until January 8, 2024 at 2:00 p.m. Any late submittals received will not be considered. Submittals are to be delivered to:

Butts County Government

 Purchasing Office

 625 W. Third Street, Suite 4

 Jackson, GA 30233

 Request for Proposals: Banking Services

Butts County reserves the right to reject any or all proposals, to waive technicalities and to make an award deemed in its best interest. Butts County reserves the option to negotiate terms, conditions, and pricing with the lowest responsive, responsible proposer(s) at its discretion.

Thank you for your interest in doing business with Butts County!

**Schedule of Events**

Questions submittal deadline

**December 15, 2023**

**12:00 pm**

Direct all questions to:

rblissit@buttscounty.org

First Addendum deadline

**December 18, 2023**

**4:00 pm**

Posted on county website:

[**https://buttscountyga.com/requests-for-proposals-proposals-or-qualifications**](https://buttscountyga.com/requests-for-bids-proposals-or-qualifications)

**January 8, 2024**

**2:00 pm**

Mail or deliver to:

Butts County BOC

625 West Third Street

Suite 4- Purchasing

Jackson, Georgia 30233

**Attn: Rhonda Blissit**

RFP Response Due Date

**SECTION II- GENERAL OVERVIEW**

**A. PURPOSE**

The Butts County Board of Commissioners is soliciting proposals from qualified banking institutions to provide comprehensive, competitively priced, high-quality banking services as described in the scope of services. The intent of this solicitation is to ensure efficiency, productivity, and fiscal responsibility by establishing a strong working relationship with a banking partner. The County intends to award an initial contract term of four (4) years with the option to extend the contract for two (2) additional one-year periods. Butts County currently does not pay any banking fees so any fees should be detailed in the response if applicable.

**B. GENERAL INSTRUCTIONS, TERMS, AND CONDITIONS**

**1. Proposal Submission**

a. These instructions will bind the proposer to terms and conditions set forth herein, except as specifically stated otherwise in special contract terms with any individual proposal. These instructions are to be considered an integral part of the proposal.

b. Proposals may be submitted by mail, common carrier or delivered in person. Fax or electronic proposals are not acceptable. It shall be the duty of each Proposer to ensure that the proposal is delivered within the time and to the place prescribed in this document. Proposals received prior to the time fixed in this proposal document will be securely kept unopened. A date/time stamp will be affixed to the envelope/package immediately upon its arrival at the Purchasing Department. Any proposal received at the office designated in this document after the exact time and date specified, will not be considered, and returned unopened to the proposer.

c. At the date and time specified for the opening of the proposal, the proposal shall be publicly opened and read aloud for the information of Proposers and others present.

d. The proposal must be submitted in a sealed envelope/parcel on or before the date and time stated in this document and is to be mailed or delivered to:

**Butts County Board of Commissioners**

**Purchasing Department, Suite 4**

**625 West Third Street**

**Jackson, GA 30233**

**RFP # 24-07 Banking Services**

e. The Submittal Checklist must be reviewed, and the proposer is to comply with the order of the submittal of documents and is to be included with the proposal.

f. The following items are to be submitted:

• **One (1) unbound clearly marked “Original,” of the proposal documents**,

• **Four (4) bound copies identical to the original proposal documents**,

* **One (1) digital copy in PDF format on a USB flash drive identical to the original proposal documents. The USB flash drive should be labeled with the Proposal number and proposer’s name.**

g. All proposals must be manually signed and filled out legibly (typewritten or printed in ink) with all changes or corrections initialed by the person signing the proposal.

h. If descriptive literature is attached to the proposal, your firm’s name must be on all sheets submitted.

i. Each proposal submitted shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this Proposal request. The failure or omission of any Proposer to examine any form, instrument or document shall in no way relieve any Proposer from obligations in respect to the proposal submittal or the compliance of the terms, conditions, and requirements of the proposal.

j. The authorized representative whose signature will appear on the proposal submitted certifies that the Proposer has carefully examined the instructions of this proposal and the terms and specifications applicable to and made a part of this proposal. The Proposer further certifies that the prices shown on the Proposal Price Submittal Form are in accordance with the conditions, terms, and specifications of the proposal and that any exception taken thereto may disqualify the proposal.

k. Any documentation submitted with or in support of a proposal or proposal shall become subject to public inspection under the Georgia Open Records Act. Labeling such information “Confidential,” “Proprietary,” or in any other manner shall not protect this material from public inspection upon request. All records become subject to public inspection only after award of the contract or purchase order.

**2. Clarification and Communication to County Concerning Proposal**

a. From time to time, the Purchasing Department may have to release written changes to a solicitation. These formal written changes are called addendum or if multiple, addenda. It is the ultimate responsibility of the Proposer to ensure that they have all applicable addenda prior to the proposal submission. Therefore, we encourage all Proposers to frequently review the County’s website: [https://buttscountyga.com/requests-for-proposals-proposals-or-qualifications](https://buttscountyga.com/requests-for-bids-proposals-or-qualifications) All addenda forms must be signed and submitted with the proposal. Failure to respond and acknowledge any addenda or requests for clarification, even after the proposal opening, shall result in a non-responsive proposal.

b. The successful firm’s proposal and all the addenda will become a part of the agreement resulting from this document.

c. Proposers seeking an award of a Butts County contract shall not initiate or continue any verbal or written communication regarding a solicitation with any County officer, elected official, employee, or other County representative without permission of the Purchasing Department between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business shall be disqualified from consideration for award. **EXCEPTION to the above** would-be emailing request for clarification and/or questions to the point of contact listed in the proposal/proposal. (These requests will be answered in an addendum if such information is necessary so that all potential proposers may have the information).

**4. Pre-Proposal Conference**

The Pre-Proposal Conference or any other information session (if indicated in the schedule of events) will be held at the offices referred to in the “Schedule of Events.” Unless indicated otherwise, attendance is not mandatory, although suppliers are strongly encouraged to attend. However, in the event the conference has been identified as mandatory, then a representative of the supplier must attend the conference in its entirety to be considered eligible for a contract award.

**5. Rejection and Withdrawal of Proposals/Proposals**

a. Withdrawal of proposals due to errors, the vendor has up to forty-eight (48) hours to notify the Purchasing Department of an obvious clerical error made in calculation of proposal to withdraw a proposal after proposal opening. Withdrawal of proposal for this reason must be done in writing within the forty-eight (48) hour period.

b. The County may reject all or part of the proposal where it is in the best interest of the county or because of improper conduct on the part of a county employee.

**6. Proposal and Contract Documents**

a. A proposal executed by an attorney or agent on behalf of the Proposer shall be accompanied by an authenticated copy of the Power of Attorney or other evidence of authority to act on behalf of the Proposer.

**Corporation:** If the Proposer is a corporation, the proposal must be submitted in the name of the corporation, not simply the corporation’s trade name. In addition, the proposal shall be signed by an officer of the corporation.

**Partnership:** If the Proposer is a partnership, all partners must sign the proposal. If all the partners do not sign the proposal, then the names of all those except limited partners must be furnished on the proposal and evidence of the authority of the signer(s) to execute the proposal on behalf of the partnership.

**Limited Liability Company (LLC):** If the Proposal is a limited liability company, the authorized agent having authority to bind the limited liability company must sign the proposal documents.

**Sole Proprietorship or Individual:** If the Proposer is a sole proprietor or individual, a signature is required on all proposal documents by that individual.

b. The contract documents consist of this Agreement, Specifications and Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement. These form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated Agreement between the parties hereto and supersedes prior negotiations, representation, or agreements, either written or oral.

c. Contract Term – The period of the agreement, if any is formed from this proposal, will be determined after the review and evaluation of the Timeline Schedules submitted by the successful proposer and the County.

**7. Exceptions and Omissions**

Any exceptions to the specifications and/or terms and conditions must be addressed during the question/clarification and addendum phases.

**8. Alterations of Solicitation and Associated Documents**

Alterations of County documents are strictly prohibited and will result in automatic disqualification of the Proposer’s solicitation response.

**9. Cost Incurred by Vendors**

All expenses involved with the preparation and submission of the proposal to the Butts County Board of Commissioners, or any work performed in connection therewith is the responsibility of the vendor(s).

**14. Non-collusion**

By submitting a proposal in response to this solicitation, the Proposer represents that in the preparation and submission of this proposal, said Proposer did not either directly or indirectly, enter into any combination or arrangement with any person, Proposer, Corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section I or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1 – 68.6 through 59.68.8). Collusion and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

**15. Nondiscrimination**

Notwithstanding any other provision of this Agreement, during the performance of this Agreement Contractor, for itself, its heirs, personal representatives, successors in interest and assigns, as part of the consideration of this Agreement does hereby covenant and agree, as a covenant running with the land, that:

1. No person on the grounds of race, color, religion, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
2. In the production of the vehicle(s), and the furnishing of services therein or thereon, no person on the grounds of race, color, religion, sex, or national origin shall be excluded from participation in, or denied the benefits of, such activities, or otherwise be subjected to discrimination.

**16. Georgia Security and Immigration Compliance Act**

Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the successful Contractor understands and agrees that compliance with the requirements of O.C.G.A. 13-10-91 and Georgia Department of Labor Rule 300-10-02 are conditions of this proposal and contract document. The Contractor further agrees that such compliance shall be attested by the Contractor and any of his Subcontractors by execution of the appropriate Affidavit and Agreement which will be included and become a part of the Agreement between Butts County and the successful Contractor.

**17. Supplier Inclusion Program**

Small, local, Disadvantaged Business Enterprise (DBE), and female-owned business enterprises are encouraged to participate in the solicitation process.

**18. County’s Tax Exemption**

Butts County is exempt from Federal Excise Tax or Georgia Sales Tax regarding goods and services purchased directly by Butts County. Exemption certificates furnished upon request.

**20. Award of Contract**

a. Butts County desires to complete the award process in a timely manner. Butts County reserves the right to reject or accept any or all proposals, whole or any parts hereof, by item or group of items, by section or geographic area, or make multiple awards and be the final approval of proposal(s) selection which would be the most advantageous to the County with price and other factors considered. Butts County may elect to waive any technicalities. The proposal will be awarded to the lowest responsive, responsible Proposer(s), if awarded. The proposal specifications will be available on the County’s website: [https://buttscountyga.com/requests-for-proposals-proposals-or-qualifications](https://buttscountyga.com/requests-for-bids-proposals-or-qualifications)

b. Butts County reserves the right to reject any proposal if the evidence submitted by our investigation of the Proposer fails to satisfy the County that the Proposer is properly qualified to conduct the obligations of the Contract. If the successful Proposer defaults on their proposal, an award may be made to the next low responsive and responsible Proposer.

c. Butts County is subject to making records available for disclosure after the Board of Commissioners approval of the recommendation. The award shall be made by the Board of Commissioners of Butts County unless the lowest, qualified proposal is less than the Board of Commissioners’ approval limit. No claim shall be made by the selected Consultant for loss of profit if the contract is not awarded or awarded for less work than is indicated and for less than the amount of the proposal. The total of the awarded contract shall not exceed the available funds allocated for the proposal project.

**21. Confidentiality**

All information disclosed by Butts County to the successful Contractor for the purpose of the work to be done or information that comes to the attention of the successful Contractor while performing such work is to be kept strictly confidential.

**23. Indemnification**

a. The vendor that is selected as the contractor shall, at its own expense, protect, defend (but only to the extent not prohibited by O.C.G.A. §13-8-2(c)), indemnify, save and hold harmless Butts County and its elected and appointed officers, employees, servants and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that Butts County and its elected and appointed officers, employees, servants and agents may incur as a result of the negligence, recklessness, or intentionally wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in the performance of the contract.

b. The contractor’s indemnification responsibility under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out on behalf of or reimbursed to the County, its officers, employees, servants, and agents by the insurance coverage obtained and/or maintained by the contractor, but only to the extent and for such claims as are permitted under O.C.G.A. §13-8-2(c).

**24. Controlling Law, Venue**

Any dispute arising because of this proposal and/or an Agreement which was created from the terms, conditions and specifications of this document or their interpretation, litigation shall only be entered into and shall be performed in Butts County, Georgia. This Agreement shall be governed by the applicable laws of the County of Butts and the State of Georgia. Any dispute arising out of the agreement, this proposal solicitation, its interpretations, or its performance shall be litigated only in the County of Butts Judicial Courts.

**25. Contractor as Independent Contractor**

In conducting its business hereunder, Contractor acts as an independent contractor and not as an employee or agent of Butts County. The selection, retention, assignment, direction, and payment of Contractor’s employees shall be the sole responsibility of Contractor.

**26. Assignment**

The Agreement, in whole or any part hereof, created by the award to the successful contractor shall not be sold, not be assigned or transferred by Contractor by process or operation of law or in any other manner whatsoever, including intra-corporate transfers or reorganizations between or among a subsidiary of Contractor, or with a business entity which is merged or consolidated with Contractor or which purchases a majority or controlling interest in the ownership or assets of Contractor without the prior written consent of Butts County.

**27. Owner and Ownership of Documents**

The Butts County Board of Commissioners, 625 West Third Street, Jackson, Georgia 30233 is the owner of the proposed work. Reports and all relevant data such as maps, diagrams, plans, designs, electronic data, statistics, specifications, and other supporting records or drawings compiled or prepared during performance of the services required by this contract shall be the absolute property of the County and shall not be used by the Contractor for purposes unrelated to this contract without the prior written approval of the County. Such original documents shall be turned over to the County upon completion of the project except that Contractor shall have the right to retain copies of the same.

**28. Performance of Contract**

a. Butts County reserves the right to enforce the Contractor’s performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default or resulting contract award. It will be understood that time is of the essence in the Proposer’s performance.

b. The successful Contractor shall execute the entire work described in the Contract Documents, except to the extent specifically indicated in the Contract documents to be the responsibility of others.

 c. The Contractor accepts the relationship of trust and confidence established by the award of this proposal solicitation. The Contractor covenants with the County to utilize the Contractor’s best skill, efforts, and judgment in furthering the interest of the County; to furnish efficient business administration and supervision; to make best efforts to always furnish an adequate supply of workers and materials; and to perform the work in the best way and most expeditious and economical manner consistent with the interest of the County,

d. All purchases for goods or services are subject to the availability of funds for this particular purpose.

**29. Default and Termination**

**a. Termination by Contractor**

The agreement resulting from this proposal shall be subject to termination by Contractor in the event of any one or more of the following events: The default by County in the performance of any of the terms, covenants or conditions of this Agreement, and the failure of County to remedy, or undertake to remedy such default, for a period of thirty (30) days after receipt of notice from Contractor to remedy the same.

**b. Termination by County**

The agreement resulting from this proposal shall be subject to termination by the County at any time in the opinion of the County; the contractor fails to conduct the contract provisions of any one or more of the following events:

(1) The default by Contractor in the performance of any of the terms, covenants or conditions of the Agreement, and the failure of Contractor to remedy, or undertake to remedy with sufficient forces and to the County’s reasonable satisfaction, the County shall provide the vendor with notice of any conditions which violate or endanger the performance of the Agreement. If after such notice the Contractor fails to remedy such conditions within thirty (30) days to the satisfaction of the County, the County may exercise their option in writing to terminate the Agreement without further notice to the Contractor and order the Contractor to stop work immediately and vacate the premises, to cancel ordered products and/or services with no expense to the County.

(2) Contractor files a voluntary petition in bankruptcy, including a reorganization plan, makes a general or other assignment for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the property or affairs of Contractor and such receivership is not vacated within thirty (30) days after the appointment of such receiver.

(3) Contractors’ failure to conduct services according to the approved proposal specifications.

(4) Contractors’ failure to keep, perform, or observe any other term or condition of this Agreement.

(5) Contractor’s performance of the contract is unreasonably delayed.

(6) Should the successful Proposer fail to provide the commodities or services when ordered, and in accordance with the General Terms and Conditions, specifications and any other requirements contained herein are not met, the County reserves the right to purchase commodities or services covered by this contract elsewhere if available from an alternate source.

(7) The Contractor agrees by its proposal submission that the County’s decision is final and valid.

**c. Force Majeure**

Neither party shall be held to be in breach of the Agreement resulting from this proposal, because of any failure to perform any of its obligations hereunder if said failure is due to any act of God, fire, flood, accident, strike, riot, insurrection, war, or any other cause over which that party has no control. Such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event and the obligation of the party giving such notice shall endeavor to remove or overcome such inability with all reasonable dispatch.

**d. Waiver**

The waiver of any breach, violation, or default in or with respect to the performance or observance of the covenants and conditions contained herein shall not be taken to constitute a waiver any subsequent breach, violation, or default in or with respect to the same or any other covenant or condition hereof.

**30. Invoices**

 Invoices and/or statements should be mailed directly to:

**Butts County Board of Commissioners**

***Accounts Payable***

***625 West Third Street, Suite 4***

***Jackson, GA 30233***

***31. Payment***

Payment shall be tendered to the successful Proposer upon acceptance and approval by the County for satisfactory compliance with the general terms, conditions, and specifications of the proposal; by completed services; verification of delivery of products; assurance that the product/service performs as specified and warranted; and receipt of a valid invoice.

**32. Insurance Requirements**

The contractor shall procure and maintain the following insurance, to be in effect throughout the term of the contract, in at least the amounts and limits as follows:

1. **General Liability Insurance:** $1,000,000 combined single limit per occurrence, including bodily and personal injury, destruction of property, and contractual liability.
2. **Automobile Liability Insurance:** $1,000,000 combined single limit each occurrence, including bodily injury and property damage liability.
3. **Worker’s Compensation & Employer’s Liability Insurance:**

 Bodily injury by Accident – each employee $1,000,000

 Bodily injury by Disease - each Employee $1,000,000

 Bodily injury by Disease – policy limit $1,000,000

1. **Professional Liability (Errors and Omissions) Insurance:** $2,000,000 limit per claim and aggregate.

Before a contract is executed, the Certificates of Insurance for all required coverage shall be submitted. The certificate shall list an additional insured as follows:

 **Butts County, Georgia**

 **Butts County Board of Commissioners**

 **625 West Third Street**

 **Jackson, Georgia 30233**

**SECTION II - SPECIFICATIONS**

Banking institutions wishing to submit a response to this RFP must:

1. Be a state or federally chartered banking institution with a full-service branch network physically located within the city limits of Jackson for the full term of the contract.

B. Be insured by the Federal Deposit Insurance Corporation (FDIC).

C. Be a member of the Federal Reserve System and have access to all related services.

D. Be a full-service financial institution in good standing.

E. Have the ability to accept deposits at a City of Jackson location for next day deposit

 at the latest.

F. Offer a full range of lockbox services.

G. Have a secure, web-based banking and reporting system.

H. Be a qualified depository for public funds and have sufficient qualified collateral available

 to pledge in accordance with banking regulations.

I. Be able to accept deposits at a branch up to 2:00 PM (ET) and credit the County’s account on

 the day of the deposit.

J. Demonstrate appropriate experience servicing customers with similar account attributes

 and transaction volume as described herein.

K. Submit all documents listed in Section III of this RFP (Required Documents).

**SCOPE OF SERVICES**

The following list outlines the services and specifications required by the County under this RFP. Each proposal should include an explanation that sufficiently describes the respondent’s ability to provide each service and answers any questions posed by the County. Describe products or services not specifically listed in this RFP that are believed to be beneficial to the government.

**A. Wire Transfers**

The banking institution must be a member of the Federal Reserve System and have direct wire capabilities. The banking institution must be a member of an automated clearinghouse association and in compliance with all rules and regulations set by the National Automated Clearing House Association (NACHA), local ACH associations, and ACH operators. Transfers may be in the form of repetitive, non-repetitive, internal, ACH or EFT. The County shall have the ability to initiate all types and amounts of wire transfers electronically. Confirmations of all incoming and outgoing wires will be made available daily by the bank. Describe security measures for wire initiation and approval.

Outgoing wire transfers ordered by noon local time shall be received by the destination party by 2:00 PM local time.

**B. Payroll System**

The County has payroll for approximately 275 employees on a bi-weekly basis with 26 pay periods per year. County employees are paid through automatic direct deposit. Disbursements are done on Fridays by direct deposit to employee bank accounts via ACH. Employees must have the option to divide paycheck deposits into different accounts. Funds must be available to employees by 8:00 AM (ET) on each pay date.

**C. Collateralization**

The successful banking institution will enter into a written collateral agreement requiring the institution to pledge collateral to secure all County funds over and above amounts guaranteed by the Federal Deposit Insurance Corporation in accordance with OCGA §45-8-11 through §45-8-15 and §50-17-59 . All securities serving as collateral shall be specifically pledged to the County and placed in a custodial account at a Federal Reserve Bank. Deposits are to be collateralized at no less than 110% of depository balances. The custodian may not be owned or controlled by the depository institution or its holding company unless it is a separately operated trust institution. The custodian shall send monthly statements of pledged collateral to the Chief Financial Officer or authorized agent. Failure to provide adequate collateralization may result in contract termination.

1. **Availability of Funds**

Deposits will be couriered or submitted electronically with remote deposit capabilities on a daily basis. The level of available funds will be determined on the following schedule:

 1. Items drawn on the depository, wire transfers, ACH deposits, and cash: Same Day

2. Items on local institutions: Next Day

3. Other items: Federal Reserve Availability Schedule

The above schedules shall be the maximum clearing schedules. If the respondent can offer faster clearing services, those should be outlined in the proposal.

 **E. Remote Deposit Services**

The County utilizes remote deposit processing and requires check scanners be provided by the banking institution. Proposals should describe the respondent’s scanning software, transfer procedures and security measures. The County also makes cash deposits daily and accepts online credit card payments for some County services.

1. **Online Banking Services**

The banking institution must provide online banking services capable of providing balance and activity figures electronically. The proposal should provide a detailed description of the banking institution’s online services and a list of its capabilities. Online services should include the following at a minimum:

1. Daily reporting of account balances, collected and available
2. Account detail for current month and, at a minimum, eleven (11) months prior
3. Internal transfer initiation and authorization
4. Wire transfer initiation and authorization
5. County-originated stop payment of checks
6. Returned items charged against accounts
7. Bank reconciliation files
8. Online check images (front and back) for all accounts
9. Records of all account activity must be accessible online for a minimum of twelve (12) months
10. **Lockbox Services**

Proposals should include a detailed description of lockbox services offered by the banking institution as well as any fees associated with such services.

1. **Credit Card Services**

The County issues credit cards to authorized County personnel to be used for County related business expenses. The response shall provide information regarding credit card services including any annual fees, interest rates charged, and reward points.

1. **Positive Pay**

The County uses positive pay services, and the banking institution must allow for the upload of positive pay files. Proposals should include a detailed description of the banking institution’s positive pay capabilities and practices.

1. **Bank Services Contact**

The successful banking institution must designate one or more senior staff member(s) who will serve as the County’s principal contact for purposes of questions and problem resolution throughout the life of the contract, for all accounts and services.

1. **Security Measures**

Proposals must provide a detailed explanation of the banking institution’s security services and the fraud protection measures that would be in place to protect against fraudulent transactions. Any associated fees must be included in the proposal.

1. **Reconciliation**

All accounts will run on a calendar month basis beginning on the first (1st) and ending on the last appropriate day of the month. We request that all reports be available by the 5th of the month for the County to reconcile bank accounts.

1. **Annual Auditing**

Response to Auditor’s Response for Confirmation of Balances, and any other information required for the County’s annual audit shall be provided at no cost to the County.

**Section III – Required Documents**

The following documents and information must be included with the proposal along with the required forms:

1. Proof of current standing as an eligible public depository.
2. Information detailing financial strength of the banking institution (capital ratios, asset

quality, earnings, liquidity, sensitivity to market risk, deposits, and loans).

1. Credit rating information for senior and subordinate debt from a recognized credit rating agency.
2. Financial statements from the past two (2) fiscal years. (Any changes in credit rating or bank rating during the contract period will be communicated to the County)
3. Description of industry standard index and spread upon which available balances earn interest or earnings credit by account type.

**Section IV – EVALUATION AND SELECTION CRITERIA**

|  |  |
| --- | --- |
| **RFP EVALUATION CRITERIA** | **Scoring Value****Maximum Points** |
| **Responsiveness**Respondent’s proposal follows RFP requirements. | 10 |
| **Qualifications and Technical Ability**Respondent is qualified and capable of providing the scope of services outlined in this RFP while complying with government banking regulations. | 25 |
| **Financial Strength**Financial Strength and long-term viability. | 25 |
| **Fees and Costs**Fees and costs related to services. | 20 |
| **Interest Rates** | 10 |
| **References**County personnel may conduct in-person interviews and site visits as part of the selection process. The evaluation will also consider the relevance and quality of all references provided and consider their reported experience with the respondent. | 10 |
| **MAXIMUM SCORING POINTS TOTAL** | 100 |
|  |  |

Butts County reserves the right to remove the high score and the low score for each offer if deemed necessary.

The County reserves the right to negotiate the fee and/or Scope of Services with the highest ranked Proposer. If negotiations cannot be completed successfully, then the County reserves the right to negotiate with the second highest ranked Contractor. The award will be the Proposer with whom potential contract negotiations were successful.

**Company Information**

**Company**

Company/Individual Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Physical Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Mailing Address (if different): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

 Employer Federal ID # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ SSN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Authorized Representative**

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

 Printed or Typed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Email address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Phone number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Project Contact Person**

 Printed or Typed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Office Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cellular Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**CONTRACTOR FIRM CERTIFICATION STATEMENT**

I (we) certify that the information contained herein is true and correct to the best of my (our) knowledge, and that the person submitting the RFP on behalf of the proposer has the authority to submit this RFP and make all representations contained herein. I (we) understand that the inclusion of false information may result in rejection of the proposal submitted in response to this RFP.

|  |  |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Contractor Firm Name |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature of Preparer |  |

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_\_\_.

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

Notary Public in and for the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(seal)

**RFP# 24-07**

**Due Date and Time: January 8, 2024 at 2:00 PM**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**CHECKLIST FOR PROPOSAL DOCUMENTS**

***Be sure to return this Checklist and the Required Documents in the order below.***

**DOCUMENTATION DESCRIPTION Please check box**

**Company Information sheet **

**Checklist for Proposal Documents/Addenda Acknowledgement (this page) **

**Proposal and any requested materials **

***Forms:***

**W-9 **

**Contractor Firm Certification Statement **

**Georgia Security & Immigration Compliance Act Affidavit & Agreement **

**Non-Conflict of Interest **

**References **

**Supplier Inclusion Program **

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**ADDENDA ACKNOWLEDGEMENT**

**Failure to acknowledge any addenda will result in a non-responsive proposal.**

The vendor has examined and carefully studied the Request for Proposals and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Dated

Addendum No \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Dated

Addendum No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Dated

Addendum No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Dated

***This affirms that all documents are included with the proposer’s proposal package.***

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

Company’s Name Date

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

Authorized Representative’s Name Authorized Representative’s Signature

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**

**AFFIDAVIT AND AGREEMENT**

 By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the Butts County Board of Commissioners has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

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

Federal Work Authorization/ E-Verify User Identification Number

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

Date of Authorization

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name of Contractor

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on ­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_, 20 \_\_\_\_\_ in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (city), \_\_\_\_\_\_\_\_\_\_\_\_\_ (state).

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Signature of Authorized Officer or Agent

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

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE ­­­\_\_\_\_\_\_ DAY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_,20 \_\_\_\_\_\_\_.

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

NOTARY PUBLIC

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

**NON-CONFLICT OF INTEREST**

By submitting an offer in response to this solicitation, the Firm represents that in the preparation and submission of this proposal, said Firm did not either directly or indirectly, enter into any combination or arrangement with any person, Proposer, Corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section I or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1 – 68.6 through 59.68.8). Collusion and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Officer of Firm) certifies that to the best of our knowledge, no circumstances exist which shall cause a conflict of interest in performing services for Butts County, and that no company or person other than bona fide employees working solely for our firm has been employed or retained to solicit or secure an agreement resulting from this request for proposal.

Signature:

Type Name:

Title:

Firm Address:

**REFERENCES**

Please provide three (3) current or very current customers for whom you have provided equivalent products or services as listed in the specifications of this proposal.

|  |
| --- |
| **Reference One** |

Government/Company Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Person and Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contract Period \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Scope of Work \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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| **Reference Two** |

Government/Company Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Person and Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contract Period \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Scope of Work \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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| **Reference Three** |

Government/Company Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Person and Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contract Period \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Scope of Work \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |
| --- |
| **Information of person who prepared this form:** |

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

Company’s Name Date

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

Authorized Representative’s Name (Print or Type) Authorized Representative’s Signature

**SUPPLIER INCLUSION PROGRAM**

Small, local, veteran-owned, Disadvantaged Business Enterprise (DBE), and female-owned business enterprises are encouraged to participate in the solicitation process. To give recognition to this type of business classification, please check all which apply:

**Small Business**

Small businesses are defined by size standards and can be found in Title 13 of the Code of Federal Regulations (CFR), Part 121, and are broken down by the various categories of business enterprises.

**Local Vendor**

Local vendors must operate and maintain a regular place of business within the geographical boundaries of Butts County, must have a current occupational tax certificate, must have paid all real and personal taxes owed the County and must certify its compliance with the Georgia Security and Immigration Act.

**Veteran-Owned Business**

A veteran-owned business is a business in which a veteran owns a minimum of 51% of the business and holds the highest position at the company and is active in the daily management and strategic direction of the company. Title 38 of the Code of Federal Regulations defines a veteran as “a person who served in the active military, naval, or air service and who was discharged or released under conditions other than dishonorable.” This definition explains that any individual that completed a service for any branch of armed forces classifies as a veteran if they were not dishonorably discharged.

**DBE Business**

DBE businesses, as defined by the Georgia Department of Administrative Services, shall be certified by the Georgia Department of Transportation, and shall consist of five (5) minority groups:

Asian American

Native American

African American

Hispanic/Latino

Pacific Islander.

**Female Owned Business**

A female-owned business is a business in which a female owns a minimum of 51% of the business and holds the highest position at the company and is active in the daily management and strategic direction of the company.

**None of the Above Applies**

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

Company’s Name Date

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

Authorized Representative’s Name (Print or Type) Authorized Representative’s Signature