#### 1. SCOPE OF SERVICES

The purpose of this solicitation for Banking Services (this "Solicitation") is to evaluate and select a bank to provide essential banking services required by JEA (the "Work"). The Respondent must have the ability to perform 100% of the services "in house". The following Attachments have been included in Appendix C for reference: Attachment A – Schedule of Required Accounts, Attachment B – Account Balance Detail for Collections and Checking, Attachment C – Detail for Fees – Balance Data for FDIC Fees, Attachment D – Files Transmission – Sent by JEA to the Bank.

Services to be provided by the commercial banking institution (Bank) shall include, but are not limited to, the following:

#### A. <u>Compliance with Florida Statutes, Chapter 280 – Qualified Public Depository</u>

- 1. The bank shall provide documentation from the State of Florida that the Respondent is a qualified public depository within the meaning of Chapter 280, Florida Statutes, and that the Respondent is in compliance with Chapter 280, Florida Statutes.
- 2. The bank shall be responsible at all times for having deposited with or pledged to the State Treasurer the required collateral, as defined in Chapter 280, Florida Statutes, to secure the balances in the Accounts. Furthermore, an Officer of the Bank shall notify JEA in the event of loss of such designation or of non-compliance. The collateralization is state law requirement for JEA. If a proposer is unable to become a QPD (collateralized with the state) the proposal would be disqualified.

### B. Bank Account Requirements:

- 1. The JEA will initially require the Demand Deposit Accounts (Accounts) listed in the Schedule of Demand Accounts (Attachment A). All accounts listed will be in one consolidated monthly Account Analysis.
- 2. All interest earned for the month of each of the accounts will be credited to that account on the last business day of the month.
- 3. Other accounts may be established during the term of the Agreement. The account titled JEA Controlled Disbursement Account shall be a Controlled Disbursement Account and shall be reimbursed from a DDA account designated by JEA for all debits clearing each day. JEA prefers the Controlled Disbursement Account selected by the Respondent to be located in Florida and to provide no more than one day availability. Regardless of which state it is located, the bank at which the account is located must be a Qualified Public Depositor with the State of Florida as stated in Section A above. JEA has no requirements for the location of where the cash clearing of the checks issued on the Controlled Disbursement Account is done.
- 4. JEA may, on occasion, depending upon the timing of certain transactions (e.g., wire transfers, investment trade settlements, etc.), cause certain JEA bank accounts to experience a daylight overdraft position. All accounts are expected to have a positive balance at the end of each business day. Daylight overdrafts cannot limit JEA's ability to execute the above transactions.
- 5. Individual accounts may occasionally show an actual overdraft position. Should this occur, the Respondent shall immediately notify JEA and shall continue to honor checks and/or electronic funds transfer (EFT) instructions drawn on the account in question as long as other JEA demand accounts are sufficient to cover the overdraft.

### C. Account Reconciliation for Checks, Positive Pay and Related Reporting Requirements

- 1. JEA will require full reconciliation services for the following Accounts:
  - a. JEA Controlled Disbursement

- b. JEA Customer Refund
- c. JEA Central Payroll

- 2. The Respondent shall have in-house computer capability to effect reconciliation with computer data files of checks issued provided by the JEA and the Respondent's own computer data files of checks paid. The JEA will provide its data files of checks issued through electronic data transmissions or secured online upload. The specific details of timing and transmission configuration will be coordinated between JEA's Information Services and the Respondent's computer operation center. In the case of emergency or system malfunction, the data files could be furnished by some mutually agreed-upon means, the specific details of which will be coordinated between JEA and the Respondent.
- 3. JEA will use Positive Pay service for all of its checking accounts. The following positive pay data files of checks issued and/or voids will be provided by the JEA:
  - a. JEA Customer Refund
    b. JEA Central Payroll
    c. JEA Controlled Disbursement
    Transmitted Periodic (currently weekly)

Each file will be available for transmission immediately after they are created up to no later than five working days after creation. The data files of checks issued will contain for each check issued the check number, payee, issue date, and amount of the check. Record and block size requirements will be coordinated between JEA's Information Services and the Respondent's computer operation center. JEA may add or delete to the list of Positive Pay data files depending on business decisions.

- 4. As part of the Positive Pay service, when a check is presented to the Respondent, the Respondent will compare the check to the issue file provided. When a check presented to the Respondent for payment matches the issue file provided by JEA in check number, amount and payee, the Respondent will pay the check and update the issue information for the check being paid. A report of all discrepancies between the checks presented for payment and the corresponding issue file will be made available to JEA online or by some other means. JEA will be provided a window of time to notify the Respondent through its online cash management/banking system whether or not to pay the discrepancy item(s) listed on the report.
- 5. JEA will also submit adjustments/corrections to the issued checks or checks to be voided during the month if possible through the Respondent's online cash management/banking system. These adjustments/corrections will be used by the Respondent to modify its file of issued and/or outstanding checks.
- 6. For reporting purposes, the cut-off date for all JEA accounts will be the last business day of the calendar month. Using the data files of checks issued, the Respondent shall produce, by no later than the fifth working day of the following month, the following ARP reports separately for each of the Accounts subject to full reconciliation services:
  - a. A listing of all outstanding checks as of cut-off
  - b. A listing of all checks paid during the month
  - c. A merged listing of all checks, denoting whether the checks are paid, stop-paid, or still outstanding as of cut-off
  - d. A summary page listing by each day of the month the total dollar amount and number of items for checks issued, checks paid, checks stop-paid, and checks void/cancelled.
- 7. Each of the above listings is to be provided in numeric order by check number, displaying for each check listed the check number, the payee, the date of issue, the amount of the check (or the amount paid, where applicable), the date stop-paid (where applicable), and the date paid (where applicable). The ARP reports shall be made available in PDF format, which can be downloaded via the

respondent's secured website; additionally, the data from these reports shall also be made available in the Microsoft EXCEL format (XLS or XLSX) for download.

- 8. The Respondent shall provide a daily data file of the checks paid on the previous day (reconciliation file) for the JEA Controlled Disbursement, JEA Customer Refund and JEA Payroll Accounts. The computer data file is to be in numeric order by check number, providing for each check listed the check number, the paid date, and the amount paid. The data file of paid checks is to be sent by some mutually agreed upon method for delivery. The specific details of the file requirements, delivery time and other requirements will be coordinated between JEA's Information Services and the Respondent's computer operation center.
- 9. The Respondent will provide access without charge to the necessary bank personnel who need to be informed of any discrepancy concerning check numbers or differences between issue and paid amounts. The Respondent personnel will accordingly research and, if necessary, make corrections on the next daily computer data file of paid checks.
- 10. The Respondent shall return all canceled checks, including sorter rejects, sorted in numeric order by check number no later than the seventh business day of the following month. The cancelled checks are requested to be converted to imaging done in some mutually agreeable image format.
- 11. The Respondent shall provide a detailed monthly account analysis for each of the Accounts no later than the tenth day of the following month; payment of fees will be done either by check, ACH debit or netted against the earnings credit allowance, and are not to be deducted from any account balance.

### D. <u>Respondent's Cash Management/Treasury System</u>

- 1. The Respondent shall provide access to JEA users to its online cash management/banking system . Provide details concerning the availability (days/hours of operations) of when the Treasury/Cash Management System is accessible.
- 2. JEA expects to have at least twenty (20) personnel to require various accesses to the system. The security administration for JEA users should be handled by the JEA or by some combination of JEA and the Respondent. JEA will also require a dual level of authority over the controls for performing EFT/wires, where the users who initiate wires cannot approve those transactions, and the users who can approve wires cannot initiate those transactions.
- 3. The services that can be done through the online cash management/banking system shall include but not be limited to:
  - a. Wire transfers (domestic and international)
  - b. Internal transfers (between accounts)
  - c. Stop Payments
  - d. Inquiry of Checks
  - e. Inquiry of transfers sent or received
  - f. Inquiry of account balances
  - g. Ability to customize, build and share reports
  - h. Download Bank Administration Institute (BAI) file of activity and account balance data
  - i. Download of Account Reconciliation Plan (ARP) data
- 4. JEA will require the ability to download the monthly bank account statements on the first day of the month in a readable (not image-scanned) PDF format without any DRM restrictions, and the ability to download the ARP/Reconcilement Plan Reports by no later than the fifth business day of the monthin

a non-scanned PDF format without any DRM restrictions. Please also state how many months of back history are available for download.

- 5. JEA will require the Respondent's Treasury/Cash Management System to supply on demand the following reports:
  - a. Controlled Disbursement clearings
  - b. Specific check clearing information
  - c. Zero Balance Account activity
  - d. Stop Payment information
  - e. ACH settlements/confirmations
  - f. Sweep Account information
  - g. Wire transfer confirmations
  - h. Report on the detail activity in an account for a prior date or a date range
  - i. One report that summarizes each account's daily balance information to include:
    - Opening ledger balance
    - Closing ledger balance
    - Ending collected balance
    - Today's collected balance
    - Today's available balance
    - Total and number of credits
    - Total and number of debits
    - Average ending collected balance
    - The report should include a combined total of all accounts.
- 6. Detail reports on accounts with specific ACH activity to include same day or previous day information. At a minimum, the reports must show dollar amounts, originator and Addendum information.
- 7. The Respondent's online cash management/banking system shall allow the ability to view stored electronic images:
  - a. Details concerning which images can be viewed (such as paid checks, deposit slips, etc.);
  - b. Respondent will state if viewed electronic images can be printed or saved; and
  - c. How long electronic images are stored in the Respondent's system.
- 8. Respondent will state what are the minimum operating requirements for both hardware and operating system for the Respondent's online cash management/banking system to function efficiently.
- 9. The Respondent will be required to perform in a timely manner stop payments on JEA checks as properly instructed by authorized personnel of JEA through the use of the Respondent's online cash management/banking system. The Respondent will also make available an alternate procedure for placing stop payments when it is not possible (e.g., computer failure) to execute stop payments online.

### E. Cash Service Requirements for JEA Payment Processing Locations

- 1. The Respondent shall provide coin and currency to JEA payment as required. JEA will require these services no less than three (3) times a week and may require them daily. JEA currently has only the downtown payment processing location but does reserve the right to expand to branches if there's sufficient business need.
- 2. Select JEA personnel at the JEA will have the ability to order coin and currency for delivery from the Respondent. Orders for coin and currency will be ordered either by using the Respondent's online cash management/banking system or some other secured automated system. In the event the neither

system is not accessible, then an alternative method of ordering coin and currency will be provided. Each receipt of coin and currency from the Respondent is expected to be on the average \$600 and not expected to exceed \$5,000. Volume of coin and currency orders can be found in Attachment C.

### F. Deposit Requirements for JEA Payment Processing Locations

- 1. The Respondent shall provide currency straps, coin rollers, deposit bags and other supplies required by JEA payment processing locations. JEA will need shipment of these supplies periodically throughout the month. Volume detail of such supplies can be found in the attachments.
- 2. The Respondent shall accept deposits from JEA daily about 6:00 p.m. These deposits will consist of unencoded checks and cash, each separated into separate deposit bags. Volume detail of unencoded checks can be found in the Attachment C.
- 3. The Respondent will also receive from a third-party vendor contracted by JEA a lockbox deposit will primarily consist of encoded checks and <u>no</u> cash. The third-party vendor contracted by JEA will deliver the deposit of encoded checks by its own courier by no later 4 PM during the business week. Volume detail of encoded checks can be found in the Attachment C.
- 4. Armored Car service for deposit pick-up and delivery to the Respondent is provided by JEA under a separate contract with an outside vendor.
- 5. JEA employs an external contractor to perform lockbox services to JEA in processing its customer payments received by mail. The lockbox services are a separate contract and such services are not part of this contract's scope of services. The Respondent shall work with JEA and the external contractor in getting these lockbox deposits either by deposits delivered to Respondent either by a courier or by imaging file.
- 6. For deposits made prior to 6:00 p.m., JEA strongly prefers the Respondent to provide same day availability for those checks drawn upon the Respondent (on-us transactions) with no later than next day availability for those checks drawn upon other local banks (local clearinghouse).
- 7. The Respondent shall notify JEA's Revenue Cycle Services ("RCS") of any errors in the deposits on the day of discovery and correct all such errors discovered by "Cash Item Adjustment" and shall not alter the amount of the deposit. The Respondent shall provide information concerning deposit errors, either overages or shortages, to RCS. Debit or credit adjustments will be made to a separate special depository account.
- 8. The Respondent will be responsible for supplying JEA payment processing locations with deposit slips for certain of the Accounts. JEA will reimburse the Respondent for the cost of the deposit slips, subject to documentation of the actual cost incurred by the Respondent.
- 9. The Respondent shall process all checks twice before returning them to RCS for collection. The Respondent shall send all returned checks that have been processed twice, to RCS on a daily basis via courier service, which will be provided by JEA. or by other mutually agreed-upon means. The Respondent shall be notified of any errors which are discovered by RCS and such adjustments shall be made within the following business day. The Respondent may <u>only</u> debit the depository account for the daily amount of the dishonored checks, provided the checks are made available to JEA the next business day.
- 10. Foreign checks or checks drawn on foreign banks but payable in U.S. dollars will not be assessed a foreign exchange fee or collection fee. These checks will be processed as U.S. dollars. The dollar volume of these checks is minimal, and the majority is from Canada.

### G. Funds Transfers Requirements

- 1. The Funds Transfer Agreement must incorporate the provisions of Article 4A of the Uniform Commercial Code. The Funds Transfer Agreement will be subject to the review and approval of JEA and must be negotiable. The negotiated Funds Transfer Agreement will be incorporated into the Banking Services Agreement between the Respondent and JEA.
- 2. JEA shall transact out-going and internal EFT transfers generate by Oracle through the use of the Respondent's online cash management system. State deadline requirements (final cut-off time for the business day) for secured uploading files for internal transfers and outgoing wire transfers.
- 3. JEA will comply with the security procedures for such transfers as negotiated with the Respondent.

#### H. Automated Clearing House (ACH) Processing Requirement

- The JEA currently processes payroll ACH transactions periodically (currently bi-weekly) through ACH. There will be at least four ACH files: ACH direct deposit of payroll, ACH Retiree, ACH for support payments, and ACH for HSA/FSA contributions. The JEA will make available for electronic data transmission computer data files of all employees' direct deposit transactions no later than 4:00 P.M. on the Wednesday prior to the Friday pay date.
- 2. In the case of an emergency or system malfunction, the data files of ACH debit payments, whether for employees' direct deposit transactions or for vendor payments, can be provided by an mutually agreed upon alternative means. The specific details of the file requirements, transmission time and other requirements will be coordinated between JEA's Information Services and the Respondent's computer operation center.
- 3. JEA will have the ability, whether through an online portal or by a form manually completed and faxed, to request the reversal of any ACH debit payment, whether for payroll direct deposit or for vendor payments, within the time frame as required by the Respondent.
- 4. JEA's Revenue Cycle Services ("RCS") currently processes ACH customer payments monthly. This program is known as JEA E-Z Pay ("EZPay"). The volume of EZPay customer payments could continue to grow. EZPay ACH transactions will be forwarded electronically to the Respondent for the pre-note process. JEA will create the pre-notes and send them at least one day in advance of any live dollar transactions. Daily batch amounts of EZPay ACH payments will be forwarded to the Respondent and the Respondent will guarantee the deposit of funds to cover the EZPay batch totals. The specific details of the file requirements, transmission time and other requirements will be coordinated between JEA's Information Services and the Respondent's computer operation center.
- 5. The Respondent shall process all EZPay ACH transactions twice before returning them to RCS as rejects or returns. The Respondent shall send all EZPay ACH returns with appropriate information, that have been presented twice, to RCS on a daily basis via courier service, which will be provided by JEA, or by other mutually agreed-upon means. All EZPay ACH returns shall be batched and debited separately from returned checks on a daily basis. The Respondent shall be notified of any errors which are discovered by RCS and such adjustments shall be made within the following business day. The Respondent may <u>only</u> debit the depository account for the daily amount of the returned or rejected EZPay ACH transactions, provided the appropriate information is made available to JEA the next business day.
- Debits to the depository account for dishonored checks and EZ Pay ACH transactions are the ONLY debits that may be done automatically by the Respondent. NO OTHER DEBITS for any other type of out of balance transaction - i.e. overages/shortages - ARE ALLOWED. A separate depository account shall be adjusted for other debits, such as out of balance transactions.

7. JEA will also use ACH as a means to make payments to vendors. These ACH Credit files created by Oracle will be sent to the Respondent daily. The Respondent will provide an e-mail confirmation as to its receipt and if the file contents can be read and processed.

### I. Investment Safekeeping Requirements

- 1. The Respondent shall provide clearing and safekeeping services for investments owned by the JEA Electric System, the JEA Water System, SJRPP, Bulk Power, and District Energy System including U.S. Treasury securities, Federal Agency securities, commercial paper, municipal securities, and money market mutual funds.
- 2. JEA could have approximately 100 items or more in safekeeping at any given time. JEA expects to generate between twenty to fifty transactions per month composed of purchases, sales, maturities and coupon receipts. Securities are normally cleared on a delivery versus payment (DVP) basis.
- 3. JEA anticipates at least four separate safekeeping accounts to be held at the Respondent, each linked to a DDA account.
- 4. JEA is to be paid compensation for excess balances in either the Respondent or JEA accounts resulting from "fail to deliver versus payment" in conjunction with the Respondent providing clearing services for JEA securities transactions if the failure is caused by the Respondent.
- 5. The respondent shall provide JEA the ability to view or download on-line security transactions and holdings available related to portfolio activities.

### J. Disaster Recovery Cash Requirements

- In the event of a natural disaster, JEA may require the release, based on approved authorization, of significant (current estimates of \$300,000 to \$400,000) amounts of cash. Upon execution of the Banking Services Agreement, the Respondent will make available to authorized JEA personnel the procedures and vault administration contacts necessary to affect an emergency release of cash each day during the disaster recovery period. If the Respondent's local vault facilities are not functional, the Respondent will make alternate arrangements, as necessary, to provide the required cash availability to JEA. JEA, in the case of impending disasters, may withdraw only a portion of what it may request, and will expect the ability to draw any remaining portion during the recovery afterwards.
- 2. Transportation of said cash from the Respondent's local vault facilities will be the responsibility of JEA or its contracted agent unless other arrangements are agreed to or contracted with the Respondent.

### K. File Transmission Capability

1. The transmission of files must be web-based. Formats for AP and Payroll files produced by JEA are standardized banking industry files based upon the NACHA. Positive Pay and paid checks files are created in comma-delimited text file (. csv) format. Banking information must be provided BAI2 file format standardized by the Bank Administration Institute.