



REQUEST FOR PROPOSALS

BANKING SERVICES FOR THE
HILLSBOROUGH COUNTY
TAX COLLECTOR'S OFFICE
RFP No. 24134,1

HCFLGov.net/Vendors
813-272-5790



**Hillsborough
County Florida**
Procurement Services

IMPORTANT INFORMATION

SOLICITATION TYPE: Request for Proposals

SOLICITATION NUMBER: 24134,1

SOLICITATION TITLE: Banking Services for Hillsborough County Tax Collector's Office

CLOSING DATE & TIME: April 7, 2023 at 2:00 p.m., local time (our clock)

BRIEF DESCRIPTION: The Hillsborough County Tax Collector's Office is seeking competitive proposals from experienced and qualified banking institutions to provide banking services for the office, with responsibility for the collection of property taxes; vehicle, vessel and mobile home title and registration fees; business taxes; tourist development taxes; and other miscellaneous licenses and fees for County and State agencies.

PRIMARY CONTACT: Sybil Tucker, Chief Procurement Analyst
(813) 301-7085; TuckerS@HCFLGov.net

CONE OF SILENCE: A Cone of Silence is in effect for this procurement; therefore, no proposer, interested party and/or their principals, officers, employees, attorneys or agents shall communicate with County employees, the Hearing Master assigned to hear the applicable protest appeal and/or members of the Board of County Commissioners, including their aides and employees regarding this procurement and/or a related protest. The Cone of Silence does not prohibit a proposer from communicating with the Director of Procurement, the primary contact listed on this page, or the attorney assigned to this procurement. Violating the Cone of Silence may disqualify the proposer from consideration for award.

ORACLE NEGOTIATIONS

Proposers **must** acknowledge participation to receive notifications related to this [negotiation](#).

Proposers are responsible for accessing the Supplier Portal for updates to this [negotiation](#).

For instructions on how to acknowledge participation, visit <http://www.hcflgov.net/Vendors>.

Nancy C. Millan, Hillsborough County Tax Collector, and the Tax Collector's Office through the Hillsborough County (County) Procurement Services Department shall only accept Offers through its Electronic Bidding System. Offers delivered by non-electronic means, facsimile, electronic mail (e-mail) or electronic means other than through the County's Electronic Bidding System will **not** be considered.

1.0 INTRODUCTION

- 1.1 The Hillsborough County Tax Collector's Office (Tax Collector) is seeking competitive proposals from experienced and qualified Banking Institutions to act as the Tax Collector's banking services provider.
- 1.2 The Hillsborough County Tax Collector, a Constitutional Officer of Hillsborough County, a political subdivision of the State of Florida, is responsible for collecting and distributing local property, tangible, business, and tourist development taxes. In addition, as an agent for the state of Florida's Department of Highway Safety and Motor Vehicles, we provide motor vehicle title and registration services, collect mobile home fees, and issue driver licenses and administer written and road testing. The office also works with other state and local government agencies to issue certified copies of Florida Birth Certificates and to provide Concealed Weapons Licenses, Vehicle for Hire Permits, and Hunting & Fishing Licenses.

The Tax Collector collects approximately \$2.8 billion annually. The collection and distribution of current and delinquent property taxes are seasonal in nature, with the bulk of activity occurring November through April. Taxes and fees are collected at eight (8) branch office locations throughout the County with bank deposits prepared at each location and transported to the local processing location by armored car service. Collection locations may be changed at the discretion of the Tax Collector.

The collection and distribution of funds generated from motor vehicle services, hunting and fishing licenses, driver licenses and the other services noted is more evenly divided throughout the calendar year.

2.0 SCOPE OF BANKING SERVICES

General

- 2.1 The Banking and Treasury Management Services detailed in this section will be performed for the Tax Collector on a contractual basis for the period October 1, 2023, to September 30, 2026, with an option to renew annually. The Tax Collector must be advised one hundred eighty (180) days prior to the renewal year of any anticipated increases that would become effective in the renewal period. Otherwise, the awarded bank will provide services during the renewal period at the same costs provided during the initial three-year period of the contract. It is the intent of the Tax Collector that a single bank provides all the Banking and Treasury Management Services specified in this proposal however, the Tax Collector reserves the right to invest excess funds using various investment opportunities as the market dictates.
- 2.2 Bank service charges included on Exhibit D, "Cost Proposal" will be considered the total cost of providing that service as herein defined in this RFP. The specific services currently provided by the Tax Collector's bank along with the current activity levels are provided on Exhibit D. However, all services that are currently provided are not being charged to the Tax Collector. If you have

additional services or charges in addition to these, they must be included on Exhibit D at time of proposal submittal.

- 2.3 After the contract has been awarded, any additional charges to provide the defined services will not be allowed, and if not removed, will subject the Banking Services contract to termination by the Tax Collector in accordance with the terms set forth in this RFP. Any changes in the scope of the services (other than very minor changes), including any additional service charges, will be subject to negotiation between the Tax Collector and the bank.

Accounts Included

- 2.4 The Tax Collector currently maintains six (6) accounts for its daily operations as noted below. It is the Tax Collector's intent to reduce the number of accounts and move to a pooled cash model in the near future.

- a. General Fund Account
- b. Tax & License Account
- c. Motor Vehicle Account
- d. Payroll Account
- e. Change Fund Account
- f. Tax Certificate Deposits

- 2.5 To maximize the Tax Collector's interest and investment earnings on all funds in all accounts, there shall be no cap by the financial institution on the Tax Collector's daily account balances. Accordingly, all balances should be earning a current market rate of interest and all balances should be fully collateralized in accordance with Florida Statutes Chapter 280.

The proposer must agree or affirm, that if during the course of this agreement, a higher interest rate is offered to any other organization of similar size and characteristics, that the Tax Collector's rate will be adjusted to reflect the higher rate.

- 2.6 The bank agrees to furnish the Tax Collector with additional checking accounts as needed during the contract period at the price proposed in this proposal provided the awarded bank is furnished notification at least 15 calendar days before implementation.

Availability of Funds

- 2.7 Deposit Deadline: The awarded bank will provide deposit deadline schedules for each of its branches that will enable the bank to implement the ledger cut-off times set forth below.
- 2.8 Ledger Cut-off Time:
- a. A 4:00 p.m. same day ledger cut-off for cash deposits is requested.
 - b. An 8:00 p.m. same day ledger cut-off for Image Cash Letter deposits is requested.
 - c. The awarded bank agrees to credit the Tax Collector's accounts for selected items according to the following schedule:

1. Incoming Wire Transfers: Same day availability and ledger credit regardless of time of receipt.
2. Automated clearinghouse entries on the day of receipt.
3. "On-us" checks will receive same day availability.
- d. All other checks and deposits will be delivered to the bank prior to 4:00 PM daily, and the Tax Collector will require same day credit and funds available.

2.9 Cash Deposit Courier Service: The Tax Collector will maintain the existing courier service in place, Midflorida Armored & ATM Service, Inc. During the term of the contract, the courier service vendor may change. Any contracts for courier service will be outside of the scope of these banking services and will be between the bank and courier service.

Web Based Banking

2.10 The bank agrees to provide the Tax Collector with Internet access to various secure Web Based Banking Services. Web Based Banking services for all Tax Collector accounts shall include, but not be limited to the following:

- a. Initiate and review wire transfers made and received
- b. Initiate and review ACH transactions made and received
- c. Initiate and review stop payment orders
- d. Initiate and review account transfers
- e. Initiate request for incoming wire returns
- f. Review current day account balances and daily detailed activity (all deposits, credits, debits, transfers, and adjustments to accounts)
- g. Account reconciliation services
- h. Positive pay activity
- i. ACH/Wire Alert
- j. Any other alerts deemed necessary by Tax Collector
- k. Remote deposit

2.11 The Internet access shall provide the information about the current available balance in the various accounts. The Tax Collector will be using Internet access service for account transfers, wire transfers, ACH originations, stop payments, etc. **Please attach any brochures or other items to assist us in understanding your services. (Respond to question 1 on Exhibit F).**

2.12 The bank agrees to provide passwords, up-to-date software, and user manuals for Web Based Banking services. The hours of availability of service should also be stated along with security features, hardware requirements, set-up requirements, training, and support. **Please describe the technical support available to aid in electronic data transmissions. (Respond to question 2 on Exhibit F).**

Automatic Overnight Investment Program

2.13 The proposer agrees to automatically invest the collected balance in each of the Tax Collector accounts daily at the close of business, including any wire transfers received after 4:00 p.m. (local

time), on the same business day. **Describe how interest in the overnight sweep investment will be calculated and credited on all of the Tax Collector's accounts. Be specific! (Respond to question 3 on Exhibit F).**

Image Cash Letter (ICL/Check 21)

- 2.14 The Tax Collector currently uses Image Cash Letter to reduce deposit float and improve efficiency in operations. The Tax Collector processes payments through a high-speed remittance processor and a desktop scanner that creates the image files. Current software for image capture is provided by Mavro Imaging. **Please specify if the bank has any experience working with this particular vendor and software. (Respond to question 4 on Exhibit F).**
- 2.15 The bank will provide in detail the current procedure and workflow for supporting both Qualified and Unqualified Image Cash Letter. **Describe specifics such as file limits, deadlines for transmission of files, types of items that are both eligible and ineligible for deposit and how adjustments and returns are handled. The bank should also describe the hardware, software, and communication requirements for transmission of files as well as the associated costs. Please describe the bank's anticipated timeframe needed to implement this process. (Respond to question 5 on Exhibit F).**

Wire Transfers

- 2.16 Incoming: The Tax Collector considers any incoming wire transfers as "available for investment" on the day received by the bank. **Please state any exceptions to this policy on Exhibit C.**
- 2.17 Outgoing: The awarded bank agrees to execute any orders for outgoing wire transfers by 5:00 p.m. (local time). The Tax Collector agrees to notify the bank via Internet access prior to 2:00 p.m. (local time) of any outgoing wire transfers. If necessary, adjustments will be made for any lost interest, or charges resulting from a "fail" to consummate an investment transaction.

The Tax Collector requires entry into a **"Wire Transfer Agreement"** with the awarded bank for all wire transfers incoming and outgoing. **Please include a copy of your "Wire Transfer Agreement" with your proposal.** The Tax Collector reserves the right to negotiate the Agreement. If your bank is unwilling to negotiate any provisions within the **"Wire Transfer Agreement,"** this must be treated as an exception and placed on **Exhibit C.**

Automated Clearing House (ACH) Transactions

- 2.18 The Tax Collector processes ACH transactions to both corporate vendors and individuals daily. **Please specify potential daily limits on ACH debits and the process to override those limits. (Respond to question 6 on Exhibit F).**
- 2.19 **Please provide a description of your ACH transaction service and in particular the software that is used. Also, please provide details on the procedures and rules for reversing or canceling an ACH file. (Respond to question 7 on Exhibit F).**

Account Reconciliation

- 2.20 The Tax Collector performs its own internal reconciliation process. **Please provide details regarding the ability to download the bank's database of paid checks/deposits and electronic debits/credits including downloading electronic bank statements.** Information should be available by the next business day and monthly statements should be available by the first business day of the following month. The Tax Collector also requests that a download be available of all unpaid checks based on the Positive Pay information provided. **(Respond to question 8 on Exhibit F)**

Fraud Control

- 2.21 **Please provide details on any financial fraud control services that are offered by the bank. (Respond to question 9 on Exhibit F).** The Tax Collector is currently utilizing Positive Pay, ACH Debit Block and ACH Debit Filters. Additionally, **please provide the associated costs of these features in Exhibit D.**

Disaster Recovery Plan

- 2.22 **The bank will describe the bank's electronic data procedures used to provide Banking Services along with back-up and recovery capabilities. Identify the bank's off-site facilities and their locations and the length of time a hot site may be operable in the event of an emergency. (Respond to question 10 on Exhibit F).**

Reporting

- 2.23 **The bank shall provide the frequency and format of reports that the bank will provide to the Tax Collector. Include sample reports and records. (Respond to question 11 on Exhibit F).**

Other Banking Services

- 2.24 Please note other banking service requirements as follows:
- a. Notification of potential uncollected funds over a certain amount (incoming return items that have been deposited and subsequently returned) is required daily.
 - b. All debit and credit memos required to adjust errors caused by the proposer will not be charged to the Tax Collector. All deposit errors must be accompanied by a copy of the particular deposit slip. Memos must list the original date of the deposit, date of correction, amount, reason, and department reference. All errors caused by the proposer must be corrected within three business days of notification by the Tax Collector. All deposits will be assumed correct unless the proposer notifies the Tax Collector within three business days of any errors. Notification must identify the date, amount, deposit location and problem. Changes to deposits by bank personnel must be accompanied by a copy of the check and the check tape.
 - c. All debit and credit memos must be sent to the Tax Collector's designate.

- d. The bank agrees to respond to all inquiries and to make all necessary corrections of errors within three business days.
- e. The bank will identify and adjust all discrepancies. **Please indicate at what dollar amount the bank writes off discrepancies. (Respond to question 12 on Exhibit F).**
- f. **The bank will describe the bank's notification and adjustment process used when counterfeit bills or fraudulent checks are discovered. (Respond to question 13 on Exhibit F)**
- g. Bank agrees to provide MICR check specification to the check printer or laser MICR encoding as may be required by the Tax Collector. Any check stock provided by the bank must have the basic check security features contained in the "Padlock" criteria.
- h. Stop payments will be transmitted to the proposer bank with inquiry capability against various accounts.
- i. All stop payments will take effect on the date transmitted to the bank and will be processed before any check presentments for that date.
- j. The bank will post prior month's interest/investment earnings by the fifth business day of the following month.
- k. Coins and currency are requested by the branch offices. This procedure should be a simple exchange so no transactions should be recorded in the Tax Collector's bank accounts. **Please specify your procedure with timeframe (Respond to question 14 on Exhibit F) and provide a standard fee for providing this service as needed on Exhibit D.** The Tax Collector desires a 24-hour turn around on change orders.
- l. Other services, which banks customarily provide at no cost, should be identified on **Exhibit D, "Cost Proposal"** and notated with "No Charge". All other supplies must be priced and included in the proposal submitted.

Customer Service and Problem Resolution

- 2.25 **The proposer must describe the responsibilities of customer service personnel, including the chain of command for problem resolution. The proposer must address the following issues (Respond to question 15 on Exhibit F):**
- a. **Days and hours of operation of the customer service department**
 - b. **The procedure for handling inquiries requiring research and adjustment**
 - c. **Established turn-around times for research and adjustment items (must be less than three business days)**
 - d. **Proposer's record on meeting established response times**
 - e. **Technical customer support for computer software and communications problems.**
 - f. **Provide the names of a designated account executive, as well as an alternate. The designated account executive and alternate must have the authority to make timely decisions, on their own, during the normal course of business.**

Prospective Services

- 2.26 **The Tax Collector will consider additional or enhanced services not currently provided. The proposing banks are requested to provide a brief description of any additional service not previously identified, user requirements, the bank's capability to provide the service, and a schedule of service and related charges. (Respond to question 16 on Exhibit F).**

3.0 MINIMUM QUALIFICATIONS AND REQUIREMENTS

- 3.1 Each proposer must meet established minimum requirements to be eligible to respond to this RFP, as outlined in **Exhibit B, “Minimum Qualifications and Requirements Checklist.”** Those proposers that do not complete the Checklist or that do not meet **ALL** the minimum requirements will not be considered.

4.0 RFP PROCESS

- 4.1 The proposals will be reviewed and the bank that best meets the needs of the Tax Collector will be selected. The Tax Collector reserves the right to reject any or all proposals.
- 4.2 The Tax Collector reserves the right to require Proposer(s) to make oral presentations after receipt of the proposals.
- 4.3 When the Tax Collector has tentatively selected the successful proposer, the parties will enter into negotiations prior to the formal award. At any time during negotiations, the Tax Collector may choose to modify her choice of a selected proposer if the Tax Collector, at her sole discretion, determines that such a change is in the best interest of the Tax Collector’s office.

5.0 INSTRUCTIONS FOR SUBMISSION

- 5.1 Each proposer shall submit only one (1) proposal on the standard forms provided in Exhibits A-F. Supporting material may be submitted, however, the decision in selecting the most responsive proposer will be based on the standard proposal forms provided. The Tax Collector shall only accept Proposals through its Electronic Bidding System.
- 5.2 Proposals delivered by non-electronic means, facsimile, electronic mail (e-mail) or electronic means other than through the County’s Electronic Bidding System will not be considered. Proposals must be received no later than **2:00 PM Eastern Standard Time on Friday, April 7, 2023.** All responses will remain unopened by the Tax Collector until the deadline as set forth in this RFP.

By submitting a proposal, the proposer certifies and acknowledges that he/she has fully read and understands the RFP requirements and has full knowledge of the scope, nature, quantity, and quality of the work to be performed, the detailed requirements of the services to be provided and the conditions under which the services are to be performed.

- 5.3 **Questions and Additional Information:** Any questions about the engagement or inquiries concerning the RFP should be addressed in writing (via email) to:

Sybil Tucker, Chief Procurement Analyst
Procurement Services Department
P O Box 1110 (601 E. Kennedy Blvd., 25th Floor)
Tampa, FL 33602
Telephone: (813) 301-7085
Fax: (813) 272-6290
Email: tuckers@HCFLGov.net

All questions must be received by **March 10, 2023**. Answers to questions will be transmitted to all proposers via email by **March 22, 2023**. All proposers are required to provide an email address for notification purposes. Failure to provide an email address for notification purposes waives the right of further notices under this RFP and a waiver of right to receive copies of questions or answers.

5.4 **Proposal Schedule:** The following schedule will be adhered to:

Event:	Date:
Request for Proposals Issued	March 1, 2023
Deadline for Questions	March 10, 2023
Responses to Questions	March 22, 2023
Due Date for Proposals	April 7, 2023
Selection of Financial Institution	April 28, 2023

The awarded bank will be required to coordinate with the Accounting Department all the required activities necessary to ensure a smooth transition. **Conversion activities should be completed and fully functional by October 1, 2023.**

5.5 **Proposal Format:**

The Tax Collector is requesting concise descriptions of the proposer's services and their ability to meet Tax Collector's requirements. The proposer must demonstrate an understanding of Tax Collector's needs, as well as the proposer's experience, qualifications, and existing capabilities to meet the services and needs identified in **Section 2 "Scope of Banking Services."**

To facilitate evaluation, the proposal should be organized in the following manner.

- a. **Cover Sheet (See Exhibit A)**
- b. **Minimum Qualifications and Requirements Checklist (See Exhibit B)**
- c. **Transmittal Letter:** A brief transmittal letter must accompany the proposal and must be signed by an individual authorized to bind the proposer to all the proposal contents. The letter should include a brief synopsis of the proposer's understanding of the Tax Collector's needs and why the proposer believes it can meet those needs.
- d. **Company Profile:** The proposer must supply its legal name, corporate headquarters address, local office address, contact names and contact information of key individuals by operations area. The proposer must maintain its home office or a full-service branch bank within Hillsborough County (provide a map of locations).
- e. **Financial Information:** The proposer must provide a complete set of financial statements including the opinion page and related footnotes. The proposer must also provide the most recent ratings from Moody's and Standard & Poor's, which at a minimum should include the ratings for "Financial Strength", "Bank Deposits" and "Issuer Rating."

- f. **References / Key Personnel:** The proposer should supply three public/governmental references, with similar size and characteristics of the Tax Collector, where similar services requested in this RFP were provided. Proposer must include client's name and client contact's information to include address, telephone and fax numbers, and e-mail address. The lack of public/governmental references will not necessarily eliminate the proposer from consideration.

The proposer must include names of key personnel that will be assigned to the Tax Collector account, along with title, years employed with the proposer and summary biographies of each key person identified. Changes in key personnel cannot be substituted without prior notification of the Tax Collector.

g. **Proposal Exception Form (Exhibit C)**

- h. **Cost Proposal (Exhibit D)** or a copy thereof is **required**. No proposal will be considered without amounts being placed on this form. If there is no charge, then "No Charge" should be indicated. If the bank is unable to meet or exceed the requirements specified, then the phrase "No Proposal" should be entered for that item.

The Tax Collector will NOT accept a listing of the various Banking Services provided by the proposing bank in lieu of **Exhibit D**. The proposing bank must price each service that the proposing bank provides based on the volumes provided by the Tax Collector. Failure to meet this specification may render the proposal invalid.

The Tax Collector requests that the bank complete the "**Cost Proposal**" (**Exhibit D**) using Excel.

The proposal will be on a variable cost basis. Under the variable cost method, actual monthly services will be counted, and the volume of transactions will be computed to determine the amount to be paid.

The Tax Collector reserves the right to eliminate any individual service contained in the bid if, based on analysis, the fees for providing the service are excessive, or if the service proposed can be administratively performed in an alternative manner.

Each bank should review the proposal form and price each service specified. Per-item charges should be extended to the "Annual Charges" column

i. **Proposal Questionnaire (Exhibit F)**

6.0 SELECTION CRITERIA

The following criteria will be used to evaluate the responses and to select the highest-ranking proposer:

6.1 Experience and Qualifications:

Ability to meet current and projected service requirements identified in **Section 2.0 "Scope of**

Banking Services” over the term of this banking services contract (any past experiences with the bank will be taken into consideration).

The Tax Collector will review many other factors, including but not limited to the proposer’s capabilities to handle Web Based Banking services and Image Cash Letter processing. The Tax Collector will also evaluate similar experience with other agencies of similar size and will contact references provided to confirm and to obtain additional information about service delivery and customer satisfaction.

6.2 Customer Service and Problem Resolution:

The Tax Collector will review and evaluate the proposer’s Customer Service and Problem Resolution plan or program.

6.3 Financial Strength:

The Tax Collector will evaluate the financial strength of the proposer through review of financial statements and a review of ratings provided by Moody’s and Standard & Poor’s.

6.4 Proposed Fees and Compensation:

Aggregate Banking and Treasury Management Services cost, per identified activity, as outlined in **Exhibit D, “Cost Proposal”** will form the basis for this evaluation, in conjunction with the receipt of the highest rate of return on assets, invested in accordance with regulatory guidelines for governmental agencies.

6.5 Physical Location of Branch Locations and Transportation of Deposits:

The Tax Collector will evaluate the convenience of the bank’s branch locations and how deposits will be transported from the Tax Collector to the bank.

6.6 Prospective Services:

In addition to the Services requested in this RFP, the Tax Collector is seeking an institution that will take an active interest in the operations of the Tax Collector. The Tax Collector would welcome new, innovative, and visionary process improvement recommendations on how to conduct its banking and treasury management service operations in a more efficient and effective manner. To assist the proposer in this area, please refer to the **Section 2.0, “Scope of Banking Services” Item O, “Prospective Services.”**

Bank service charges included on Exhibit D will be considered the total cost of providing that service as herein defined in the RFP. If there will be charges for other services not listed, please add those services and charges to Exhibit D. Any changes in the scope of the service (other than very minor changes), including any additional service charges, will be subject to negotiation between the Tax Collector and the bank.

The banking services will be performed for the Tax Collector on a contractual basis for three (3) years with an option to renew annually. It is the intent of the Tax Collector that a single bank will provide all the banking services specified in this proposal.

The Tax Collector follows fiscally conservative policies when handling public funds. The objectives of these policies include the preservation of invested capital, maximizing return while avoiding excessive risk, and keeping the investments sufficiently liquid to meet anticipated cash flow needs.

7.0 PAYMENT TERMS AND CONDITIONS

- 7.1 The proposer's method of compensation for services performed must be clearly stated. Proposing banks that utilize minimum balance requirements, interest bearing accounts, compensation accounts, and/or fee schedules must clearly state the basis for their compensation. This information must include, but is not limited to, schedule for bank fees and minimum balance requirements, if any.
- 7.2 Please see attached **(Exhibit E), "Volume/Cash Balances Monthly Breakdown"** for schedule of services and estimated annual volume. The awarded bank will prepare on a monthly basis, by the seventh business day of the month, a bill for services rendered. The billing will be prepared in a format similar to the **"Cost Proposal"** form **(Exhibit D)** and will use the same terminology as that included on the bank's cost proposal form submitted.
- 7.3 Total service charges will be calculated based on the actual number of transactions for a month multiplied by the fixed charge per item.
- 7.4 It is the intention of the Tax Collector that all per-item charges remain fixed over the life of the initial contract. However, the Tax Collector recognizes that an adjustment in a per-item charge may be necessary based on price changes by the Federal Reserve System. Adjustments in per-item charges will only be allowed by complying with the following conditions:
- The per-item charge (or portion thereof) will change only for corresponding adjustments in the Federal Reserve System's Fee Schedules on or after the effective date of the adjustments.
 - Changes in the Federal Reserve Fee Schedules must be final and not proposed.
 - The awarded bank will provide the Tax Collector a copy of the Federal Reserve System's notification supporting the adjustment with the "Monthly Service Charge Report."
- 7.5 The bank will list any other new or proposed services not otherwise outlined in this RFP. Fees for Services, not indicated within this proposal, will be considered as provided at no additional cost than what is submitted in the proposal.

8.0 RISK

- 8.1 Proposers responding to this Request for Proposals do so at their sole expense and risk. Subsequent to the issuance of this Request for Proposals, the Tax Collector reserves the right to: (1) make changes to the RFP; (2) cancel this RFP; (3) request clarifications after receipt of proposals; (4) require oral presentations by Proposers; (5) seek public input; (6) request Proposers

to provide Best and Final Offers; (7) waive any informality or irregularity; (8) negotiate modifications to proposals; (9) reject any and all proposals; and/or (10) proceed with alternative project delivery methods if so desired by the Tax Collector.

- 8.2 No Proposer is guaranteed the award of an Agreement or any work as a result of being selected or short-listed for this project.

9.0 CLARIFICATIONS AND ADDITIONAL INFORMATION

- 9.1 The Tax Collector reserves the right to request clarifications or additional information from any Proposer. Specific questions may be addressed to each of the Proposers and the EC may consider any further elaboration by the Proposers of any information previously submitted.

10.0 CHANGES IN PROPOSER ENTITY/TEAM

- 10.1 The Proposer is responsible to promptly notify the Tax Collector as to any change in the information in its submitted proposal. Failure to inform the Tax Collector within 24 hours of occurrence of a change may result in removal of the Proposer from consideration for the Project.
- 10.2 Any changes to a Proposer entity after it has submitted its proposal may result in removal of the Proposer from consideration for the Project. Any additions, deletions, or substitutions in a Proposer's team after it has submitted its proposal require a showing of good cause and must be clearly identified by the Proposer; and the reasons for the changes must be provided.

11.0 ASSIGNMENT OR TRANSFER

- 11.1 The selected Proposer shall be prohibited from assigning, transferring, conveying, subletting or otherwise disposing of its responsibilities under the Agreement, or its rights, title or interest therein or its power to execute such Agreement to any person, company, corporation or partnership without prior written notice and consent and approval of Hillsborough County Tax Collector. The Tax Collector has sole discretion whether or not to consent to any contemplated assignment.

12.0 LATE SUBMITTALS

- 12.1 It is the Proposer's responsibility to ensure its Proposal is received by the Tax Collector on or before the time and date specified above. Under no circumstances will proposals received after the delivery time specified be considered; they will be returned to the Proposer unopened.

13.0 PUBLIC RECORDS ACT

- 13.1 Pursuant to Florida Statutes, sealed responses to this RFP are exempt from the public inspection requirements of the Public Records Act until such time as the announcement of a decision based on the qualification proposals or within 30 days after proposal opening date, whichever is earlier.

14.0 PUBLIC ENTITY CRIMES STATEMENT

- 14.1 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, offer, or proposal on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- 14.2 Additionally, pursuant to Tax Collector policy, a conviction of a public entity crime may cause the rejection of a bid, offer, or proposal. The Tax Collector may make inquiries regarding alleged convictions of public entity crimes. The unreasonable failure of a bidder, offer, or proposer to promptly supply information in connection with an inquiry may be grounds for rejection of a Proposal, offer, or proposal.

15.0 REQUESTS FOR INFORMATION/CLARIFICATION

- 15.1 No interpretation of the meaning of the Specifications contained in this RFP Document will be made to any Proposer orally. Every request for such interpretation must be in writing, addressed to the Director of Procurement Services or designee. To be given consideration, such requests must be received at least ten (10) Days prior to the Proposal Close Date. Any and all such interpretations and any supplemental instructions will be in the form of a written Amendment which, if issued, will be communicated to all Proposers who have acknowledged participation within the electronic bidding system and opened the respective solicitation at least five (5) Business Days prior to the Proposal Close Date. Failure of a Proposer to receive any such Amendment or interpretation shall not relieve said Proposer from an obligation under its Proposal as submitted. All Amendment(s) so issued shall become part of the Contract Documents.
- 15.2 Any Proposer requesting additional information and/or clarification relating to this project shall direct such requests to:

Sybil Tucker, Chief Procurement Analyst
Procurement Services Department
P O Box 1110 (601 E. Kennedy Blvd., 25th Floor)
Tampa, FL 33602
Telephone: (813) 301-7085
Fax: (813) 272-6290
Email: tuckers@HCFLGov.net

16.0 TIME PERIOD OFFER IS VALID

- 16.1 Proposer's Offer shall be in force for a period of not less than ninety (90) Days after the Close Date. Further, said Offer shall continue in force after said ninety (90) Day period, until thirty (30) Days following the date of receipt by Tax Collector of written notice from the Proposer of its intent to withdraw its Offer, or until the date specified in said written notice as the expiration date of the Offer, whichever is later. The aforementioned time periods will remain in effect irrespective of whether an award has been made by the Tax Collector. Notwithstanding the provisions of the preceding sentence, the Proposer may extend its Offer at any time prior to the scheduled expiration thereof.

17.0 DEVIATIONS

- 17.1 Proposers are hereby advised that the Tax Collector will consider only proposals that meet the specifications and other requirements imposed upon them by this package. In instances, where a deviation occurs, in the judgement of the Tax Collector's office, said proposal will be subject to rejection in recognition of the fact that said proposal does not meet the exact requirements imposed upon the Proposer.

18.0 MODIFICATION OF THE CONTRACT

- 18.1 The parties agree that the terms, scope, and conditions of the Agreement may be modified only by a written amendment of the Agreement signed by authorized representatives of both parties.

19.0 GOVERNING DOMICILE

- 19.1 The laws of the State of Florida will govern the Proposal Package, the Contract, and the successful Proposer's performance. The venue of any action involving this Request for Proposal of the resulting Contract/Agreement shall be in Hillsborough County, Florida.

20.0 TERMINATION

20.1 General

The Tax Collector will have the right to terminate the Agreement for any reason without incurring any liability by providing thirty (30) days' written notice to the firm.

20.2 Termination by Tax Collector or Bank

In addition, the Tax Collector may terminate the Agreement as follows:

- (1) The Tax Collector may provide written notice to the firm of any failure to perform services as described in the Agreement or failure to comply with any of the terms and conditions of the Agreement. If the Tax Collector provides notice of failure to perform or comply, the firm will have thirty (30) days, to the extent that said period of time will not cause harm to the Tax Collector or the citizens of Hillsborough County, in which to remedy the default or to show compliance with

the Agreement. If the firm fails to do so, the Tax Collector may thereafter terminate the Agreement.

(2) The bank may terminate its contract as the Hillsborough County Tax Collector's depository bank upon giving written notice to the Tax Collector with no less than 180 days notice (prior to the effective date of such resignation.) If the bank exercises the option for early termination for any renewal period, the bank shall not be eligible to submit subsequent banking services proposals for a period of six years from the date of early termination.

(3) Florida Law does not permit the obligation of funds beyond one (1) fiscal year; therefore, the Tax Collector may terminate the Agreement or any portion thereof by providing thirty (30) days written notice if:

(i) The Tax Collector fails to appropriate funds for the fiscal year to pay the charges specified in the Agreement.

(ii) The Tax Collector fails to appropriate funds for the fiscal year to pay for any substantially similar products or services as those being provided under the Agreement.

21.0 INDEMNIFICATION OF TAX COLLECTOR

21.1 The Proposer agrees to indemnify and hold harmless the Tax Collector, their directors, employees, and agents from and against any and all losses, costs, expenses, including attorney's fees, claims, suits, and judgments whatsoever in connection with injury to, death of any person or persons or loss of or damage to property resulting from any and all operations performed by the firm, its officers, employees, and agents under any of the terms of the Agreement.

22.0 CONTRACT AVAILABLE TO OTHER GOVERNMENTAL AGENCIES

22.1 This Agreement shall be made available to governmental agencies within the State of Florida so such agencies may purchase under this Agreement without the necessity for additional Request for Proposals. During the effective period of the Agreement, the goods or services shall be available under the same terms and conditions and at the same prices stated herein, to all chartered municipalities, local public agencies, boards and other governmental authorities within the State of Florida. This Agreement in no way restricts or interferes with the right of any governmental authorities or political subdivisions to rebid any or all goods or services.

23.0 ALL PROPOSALS ARE IN THE PUBLIC DOMAIN

23.1 In accordance with Chapter 119, Florida Statutes, and, except as may be provided by other applicable State and Federal laws, all Proposers should be aware that this Request for Proposals and all Proposals submitted in response are in the public domain and are available for public inspection. Proposers are requested, however, to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary, inclusive of trade secrets as defined in s. 812.081, Florida Statutes, and which they believe to be exempt from disclosure, citing specifically the applicable exempting law and including narrative explaining the applicable

legal exemption as it relates specifically to Proposer's confidential and/or proprietary information.

- 23.2 All Proposals received in response to this Request for Proposals will become the property of the Tax Collector and will not be returned. In the event of an award, all documentation produced as part of the Contract will become the exclusive property of the Tax Collector.
- 23.3 All materials that qualify for exemption from Chapter 119, Florida Statutes or other applicable law must be submitted in a separate envelope, clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE"
- 23.4 The Tax Collector will not accept Proposals when the entire Proposal is labeled as exempt from public disclosure.

24.0 LEGALLY REQUIRED STATEMENT AND PROVISIONS REGARDING ACCESS TO RECORDS FOR SERVICE CONTRACTS

- 24.1 The Parties acknowledge and agree that the statement and provisions below are required by Florida Statute to be included in any future Agreement. The inclusion of this statement and provisions below shall not be construed to imply that the Proposer/Service Provider has been delegated any governmental decision-making authority, governmental responsibility or governmental function or that the Proposer/Service Provider is acting on behalf of the Tax Collector as provided under Section 119.011(2), Florida Statutes, or that the statement or provisions are otherwise applicable to the Proposer/Service Provider.
- 24.2 Proposer/Service Provider may contact the Tax Collector's Custodian of Public Records with questions regarding the application of the Public Records Law; however, the Proposer/Service Provider is advised to seek independent legal counsel as to its legal obligations. The Tax Collector cannot provide the Proposer/Service Provider advice regarding its legal rights or obligations.

IF THE PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Scott Stromer, Director of Procurement
Procurement Services Department
601 E. Kennedy Blvd., 25th Floor, Tampa, Florida 33602
PH: 813-272-5790
StromerS@HCFLGov.net

If under this Contract, the Proposer is providing services and is acting on behalf of the Tax Collector as provided under Section 119.011(2), Florida Statutes, the Proposer will comply with public records law, and agrees to:

- a. Keep and maintain public records required by the Tax Collector to perform the services.

- b. Upon request from the Tax Collector's custodian of public records, provide the Tax Collector with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Proposer does not transfer the records to the Tax Collector.
- d. Upon completion of the Contract, transfer at no cost to the Tax Collector, all public records in possession of the Proposer or keep and maintain public records required by the Tax Collector to perform the service. If the Proposer transfers all public records to the Tax Collector upon completion of the Contract, the Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Proposer keeps and maintains public records upon completion of the Contract, the Proposer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Tax Collector, upon request from the Tax Collector's custodian of public records, in a format that is compatible with the information technology systems of the Tax Collector. Failure of the Proposer to comply with Chapter 119, Florida Statutes, and/or the provisions set forth above, where applicable, shall be grounds for immediate unilateral termination of this Contract by the Tax Collector.

25.0 HILLSBOROUGH COUNTY BUSINESS TAX

- 25.1 All Proposers are required to comply with Hillsborough County Code of Ordinances and Laws, Part A, Chapter 46, Article III, as may be amended in the future. Failure of a Proposer to comply with such regulation shall not be a basis to protest the Tax Collector's award of the Contract; instead, any reported failure of a Proposer to comply with these regulations will be referred to the Hillsborough County Tax Collector.

26.0 AFFIRMATIONS

- 26.1 By submitting a proposal, Proposer represents the following:
 - a. I represent that I am at least eighteen (18) years of age.
 - b. I represent that the printing of my name and the submittal of a Proposal is intended to authenticate this writing and to have the same force and effect as my manual signature.
 - c. I represent that I am either authorized to bind the Proposer, or that I am submitting the Bid on behalf of and at the direction of the Proposer's representative authorized to contractually bind the Proposer.
 - d. I represent that the Proposer and/or its applicable representative(s) has reviewed the information contained in this Bid and that the information submitted is accurate.

- e. At this present time, we understand all requirements and state that as a serious Proposer we will comply with all the stipulations included in this Solicitation Document. The above-named Proposer affirms and declares:
1. That the Proposer is of lawful age and that no other person, firm, or corporation has any interest in this Bid or in the Contract proposed to be entered into.
 2. That this Bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a Bid for the same purpose, and is, in all respects, fair and without collusion or fraud.
 3. That the Proposer is not in arrears to Hillsborough County upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to Hillsborough County.
 4. That no officer or employee or person whose salary is payable, in whole or in part, from the Tax Collector is, shall be or become interested, directly or indirectly, surety or otherwise in this Bid; in the performance of this Contract; in the supplies, materials, equipment, and Services and/or Work to which they relate; or in any portion of the profits thereof.
 5. That the Proposer has carefully examined the site where the Services and/or Work are to be performed and that, from the Proposer's own investigations, the Proposer is satisfied with the nature and location of the Project and/or Work to be performed; the character, quality and quantity of materials; the kind and extent of the equipment and other facilities needed for the performance of the Services and/or Work; the general and local conditions, all difficulties to be encountered; and all other items which may in any way affect the performance of the Services and/or Work.
 6. That the Proposer has not altered the original Solicitation Document in any way and further understands that any such alteration of the original Solicitation Document may result in rejection of the Proposer's Bid.
 7. Proposer acknowledges and understands that Section 287.135, Florida Statutes, prohibits agencies and governmental entities from contracting with a company for goods and/or services that are One Million Dollars (\$1,000,000) or more, if such company is:
 - (i) engaged in business operations in Cuba or Syria,
 - (ii) on the Scrutinized Companies that Boycott Israel List (created pursuant to Florida Statutes, Section 215.4725),
 - (iii) on the Scrutinized Companies with Activities in Sudan List (created pursuant to Florida Statutes, Section 215.473), or
 - (iv) on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (created pursuant to Florida Statutes, Section 215.473).

8. Proposer acknowledges and understands that pursuant to Florida Statutes, Section 287.135, the submission of a false certification may subject Proposer to civil penalties, attorneys' fees, and/or costs.

27.0 EQUAL EMPLOYMENT OPPORTUNITY; NON-DISCRIMINATION

27.1 Equal Employment Opportunity; Non-Discrimination

(a) Hillsborough County

- (i) Hillsborough County Human Rights Ordinance, Hillsborough County Code of Ordinances and Laws, Part A, Chapter 30, Article II, as amended, prohibits discrimination on the basis of race, color, sex, age, religion, national origin, disability, marital status, sexual orientation, or gender identity or expression, in apprenticeships, training programs, employment, public accommodations, real estate transactions and practices, County contracting and procurement activities, and credit extension practices.
- (ii) Hillsborough County Home Rule Charter, Article IX, Section 9.11, as amended, provides that the County shall not deprive any person of any right because of race, sex, age, national origin, religion, disability or political affiliation. Printed in Hillsborough County Code of Ordinances and Laws, Part A.

(b) State of Florida

- (i) Florida Constitution, Preamble and Article I, section 2 protect citizens from being deprived of inalienable rights because of race, religion, national origin, or physical disability.
- (ii) Florida Statutes section 112.042, requires nondiscrimination in employment by counties and municipalities, on the basis of race, color, national origin, sex, handicap, or religion.
- (iii) Florida Statutes section 112.043, prohibits age discrimination in employment.
- (iv) Florida Statutes section 413.08, provides for rights of an individual with a disability and prohibits discrimination against persons with disabilities in employment and housing accommodations.
- (v) Florida Statutes section 448.07, prohibits wage rate discrimination on the basis of sex.
- (vi) Florida Civil Rights Act of 1992, Florida Statutes sections 760.01 - 760.11, as amended.

- (vii) Florida Statutes section 509.092, prohibits refusing access to public lodging on the basis of race, creed, color, sex, physical disability, or national origin.
- (viii) Florida Statutes section 725.07, prohibits discrimination on the basis of sex, marital status or race in loaning money, granting credit or providing equal pay for services performed.
- (ix) Florida Fair Housing Act, Florida Statutes sections 760.20 - 760.37.
- (x) Florida Statutes section 760.40, provides for the confidentiality of genetic testing and requires informed consent prior to such testing.
- (xi) Florida Statutes section 760.50, prohibits discrimination on the basis of AIDS, AIDS-related complex, and HIV.
- (xii) Florida Statutes section 760.51, provides for remedies and civil penalties for violations of civil rights.
- (xiii) xiii) Florida Statutes section 760.60, prohibits discriminatory practices of certain clubs.
- (xiv) Florida Statutes section 760.80, provides for minority representation on boards, commissions, council, and committees.

(c) Federal

- (i) Section I of the Fourteenth Amendment to the United States Constitution, U.S. Const. amend. XIV, section 1.
- (ii) Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq.
- (iii) Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e et seq., as amended by the Equal Employment Opportunity Acts of 1972 and 1975, the Civil Rights Act of 1991, P.L. 102-166, 105 Stat. 1071, and the Lilly Ledbetter Fair Pay Act of 2009, P.L. 111-2, 123 Stat. 5.
- (iv) Civil Rights Acts of 1866 and the Enforcement Act of 1870, 14 Stat. 27 and 16 Stat. 140, 42 U.S.C. section 1981.
- (v) Title VIII of the Civil Rights Act of 1968, Fair Housing Act, P.L. 90-284, 82 Stat. 73, 42 U.S.C. 3601 et seq.
- (vi) Civil Rights Restoration Act of 1987, P.L. 100-259, 102 Stat. 28.
- (vii) vii) Civil Rights Act of 1991, P.L. 102-166, 105 Stat. 1071.

- (viii) (viii) Civil Rights Act of 1968, Fair Housing Act, P.L. 90-284, 82 Stat. 73, 42 U.S.C. 3601 et seq.
 - (ix) Equal Opportunity Regulations, 41 CFR section 60-1.4, as amended.
 - (x) Standards for a Merit System of Personnel Administration, 5 CFR section 900.601 et seq.
 - (xi) Executive Order 11246, Equal Employment Opportunity, and its implementing regulations, including 41 CFR section 60.
 - (xii) Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 355, as amended.
 - (xiii) Executive Order 12250, Leadership and Coordination of Nondiscrimination Laws.
 - (xiv) Age Discrimination in Employment Act of 1967, 29 U.S.C. section 621 et seq., P.L. 90-202, as amended.
 - (xv) Age Discrimination Act of 1975, 42 U.S.C. section 6101 et seq., P.L. 94-135, 89 Stat. 728, as amended.
 - (xvi) Older Americans Amendments of 1975, 42 U.S.C. section 3001 et seq., P.L. 94-135, 89 Stat. 713.
 - (xvii) Americans with Disabilities Act of 1990, 42 U.S.C. section 12101 et seq., as amended by the ADA Amendments Act of 2008, P.L. 110-325, 122 Stat. 3554.
 - (xviii) Vietnam Era Veterans' Readjustment Assistance Act of 1974, 38 U.S.C. section 4212, as amended.
 - (xix) Section 14001 of Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.
 - (xx) State and Local Assistance Act of 1972, as amended.
 - (xxi) Office of Management and Budget Circular A-102, Grants and Cooperative Agreements with State and Local Governments, as amended.
 - (xxii) Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 40 C.F.R. sections 5.100-5.605.
 - (xxiii) Executive Order 13673, Fair Pay and Safe Workplaces.
- (d) If applicable, and required by 41 CFR 60-1.4 or other federal law or regulation, during the performance of this contract, the Contractor agrees as follows:

- (i) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (ii) The Contractor will in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (iii) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (iv) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (v) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (vi) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books,

records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (vii) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (viii) The Contractor will include the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

IMPORTANT NOTE: The above are not intended to be a complete list of all applicable local, state, or federal statutes, orders, rules or regulations, as they may be amended from time to time, or added to (newly promulgated) from time to time, during the term of this contract.

28.0 INSURANCE, CONTRACTOR

- a) During the life of the Agreement, the Contractor shall provide, pay for and maintain insurance of the types and in the amounts described herein. All such insurance shall be provided by responsible companies with A.M. Best ratings of A-, Class 7 or better, authorized to transact business in the State of Florida, and which are satisfactory to the Tax Collector.
- b) All policies of insurance required by the Agreement shall require that the Contractor give the Tax Collector thirty (30) Days written notice of any cancellation, intent not to renew, or reduction in coverage and ten (10) Days written notice of any non-payment of premium. Such notice shall be delivered by U.S. Mail to: Director, Risk Management Division, Hillsborough County, 601 E. Kennedy Blvd, Tampa, Florida 33602. In the event of any reduction in the aggregate limit of any policy, the Contractor shall immediately restore such limit to the amount required herein.
- c) All insurance coverages provided by the Contractor shall be primary to any insurance or self-insurance program of the Tax Collector which is applicable to the Work provided for in the Agreement.

d) Receipt by the Tax Collector of any Certificate of Insurance or copy of any policy evidencing the insurance coverages and limits required by the Contract Documents does not constitute approval or agreement by the Tax Collector that the insurance requirements have been satisfied or that the insurance policies shown on the Certificates of Insurance are in compliance with the requirements of the Contract Documents.

e) No work for the Tax Collector shall commence or occupancy of any of its property take place until the required Certificates of Insurance and copies of the policies, if requested, are received by the Tax Collector and written Notice to Proceed is issued to the Contractor by the Tax Collector.

f) The insurance coverages and limits required of the Contractor under the Contract Documents are designed to meet the minimum requirements of the Tax Collector. They are not designed as a recommended insurance program for the Contractor. Contractor shall be responsible for the sufficiency of its own insurance program. Should the Contractor have any questions concerning its exposure to loss under the Contract Documents or the insurance coverages needed therefore, it should seek professional assistance.

g) If the insurance coverage initially provided by the Contractor is to expire prior to completion of the Work, renewal Certificates of Insurance shall be furnished to the Tax Collector the ten (10) Days prior to expiration of current coverages.

h) Should the Contractor fail to maintain the insurance coverages required by the Contract Documents, the Tax Collector may, at its option, either terminate this Agreement for default or procure and pay for such coverage, charge the Contractor for and deduct the costs of the same from payments due the Contractor. A decision by the Tax Collector to procure and pay for such insurance coverage shall not operate as a waiver of any of its rights under the Contract Documents.

i) All Commercial General Liability and Builder's Risk liability insurance policies obtained by the Contractor to meet the requirements of the Contract Documents shall provide that the Tax Collector, its employees and agents, and the Contractor shall be "additional insureds" under the Policy and shall also incorporate a Severability of Interest provision. All insurance coverages provided under this Section shall apply to all the Contractor's activities under the Contract Documents without regard for the location of such activity. Liability policies shall only be written on the "Occurrence" form.

j) Coverage amounts and type of insurance shall conform to the following minimum requirements with the use of current Insurance Service Office form and endorsements or their equivalent.

k) Worker's Compensation and Employer's Liability Insurance. Coverage shall be maintained by the Contractor for all employees engaged in the Work, in accordance with the laws of the State of Florida.

l) The amount of such insurance shall not be less than:

i) Workers' Compensation - Florida Statutory Requirements

ii) Employer's Liability –

- \$ **100,000** Limit Each Accident
- \$ **100,000** Limit Disease Each Employee
- \$ **500,000** Limit Disease Aggregate

iii) Commercial General Liability Insurance. Coverage shall include, but not be limited to: Bodily Injury and Property Damage, Damage, Damage to Rented Premises, Medical expenses, Personal and Advertising Injury, and Products and Completed Operations:

- \$ **1,000,000** Bodily Injury and Property Damages - Each Occurrence
- \$ **50,000** Damages to Rented Premises - Each Occurrence
- \$ **5,000** Medical Expenses - Any One Person
- \$ **1,000,000** Personal and Advertising Injury - Each Occurrence
- \$ **1,000,000** Products/Completed Operations - Each Occurrence
- \$ **2,000,000** General Aggregate
- \$ **2,000,000** Products/Completed Operations Aggregate

iv) Business Automobile Liability Insurance. Coverage shall be maintained by the Contractor as to the ownership, maintenance, and use all of its owned, non-owned, leased or hired vehicles ("any auto") with limits of not less than:

- I) Bodily Injury & Property Damage Liability: **N/A** Combined Single Limit Each Accident.

v) All Risk Coverage: For Purposes of this Contract, Builder's Risk coverage **is not** required; and Installation Floater Coverage **is not** required. If either or both are required, the Contractor shall provide coverage which includes the following minimum requirements:

I) All Risk coverage shall be issued by insurance company(s) approved by the State of Florida Department of Insurance and acceptable to the County. Coverages and endorsements must be on forms acceptable to the Tax Collector. The premium for this insurance shall be paid for by the Contractor, with any deductibles being the sole responsibility of the Contractor.

II) Builder's Risk limits of coverage shall be 100% of the completed value of any building(s) or structure (s), or 100% of the value of the equipment to be installed, as appropriate; Installation structure(s), or 100% of the value of the equipment to be installed, as appropriate; Installation Floater coverage shall provide for loss of the installed equipment, no labor or fees, prior to final completion of the project.

III) Waiver of Occupancy Clause or Warranty: Policy must be specifically endorsed to eliminate any "occupancy clause" or similar warranty or representation that the building(s) or structure(s) will not be occupied.

vi) Professional Liability/Errors and Omissions Insurance **is** required. Minimum **\$1,000,000.00**

vii) Pollution/Environmental Liability Insurance **is not** required.

viii) Cyber Liability Insurance **is** required. Minimum **\$1,000,000.00**

ix) Crime and Dishonesty Liability Insurance **is** required. Minimum **\$1,000,000.00**

x) Certificates of Insurance. Certificates of Insurance evidencing the insurance coverage specified herein, when required, shall be filed with the Tax Collector within ten (10) Days after Notice of Award. The required Certificates of Insurance not only shall name the types of policies provided, but also shall refer specifically to the Agreement. Certificates shall have the signature of the producer or authorized Representative of the insurer(s). Certified copies of insurance policies shall be provided to the Tax Collector upon request.

m) Failure of the Contractor to submit the required Certificates of Insurance within the times required by this Section may result in a delay in issuing the Notice to Proceed. The parties specifically agree that such a delay is neither excusable nor compensable and will not entitle the Contractor to a change in the Contract Price or Time.

29.0 SUMMARY

- 29.1 All proposers are requested to address each of the items contained in this RFP, complete all exhibits, include all attachments, forms, and reports, and return the completed proposal submittal by the due date in accordance with the instructions contained herein.
- 29.2 The Tax Collector intends to enter into a formal Banking and Treasury Management Services Contract with the successful proposer which will incorporate all provisions of the Request for Proposal. Additional terms and conditions will not be included in the Contract unless mutually agreed to by both parties.

EXHIBIT(S)

The following Exhibit(s) are included as a part of this RFP:

Exhibit A – Cover Sheet

Exhibit B – Minimum Qualifications and Requirements Checklist

Exhibit C – Proposal Exception Form

Exhibit D – Cost Proposal (Attached as a separate file)

Exhibit E – Average Positive Balances by Month

Exhibit F – Proposal Questionnaire

EXHIBIT A
COVER SHEET

PROPOSAL SUBMITTED BY:

BANK _____

ADDRESS _____

TELEPHONE _____

FAX _____ EMAIL _____

This proposal contains all the information requested in the Request for Proposals including the following exhibits and attachments:

Exhibit B: Minimum Qualifications and Requirements Checklist

Exhibit C: Exceptions to Proposal Requirements

Exhibit D: Cost Proposal

Exhibit E: Volume/Cash Balances Monthly Breakdown

Exhibit F: Project Questionnaire

Attachment A: Proof of Authorization to do Business in the State of Florida or Certificate of Authority as Qualified Public Depository

Attachment B: Bank's Audited Financial Statements for the previous two years

Attachment C: Disaster Recovery Plan

Attachment D: Bank's Availability Schedule(s)

Attachment E: Wire Transfer Agreement and any other copies of contracts and service agreements and questionnaires

Attachment F: Implementation Plan

Attachment G: Excel File of Exhibit D

Signature

Typed Name

Title

Date

EXHIBIT B

MINIMUM QUALIFICATIONS AND REQUIREMENTS CHECKLIST

Qualified proposing institutions must meet the following minimum criteria and failure to do so will result in the proposal submittal being deemed non-responsive and the proposer being eliminated from further consideration.

	<u>Yes</u>	<u>No</u>
1) Proposer maintains its home office or a full-service bank within Hillsborough County.	_____	_____
2) Proposer maintains certifications as a "Qualified Public Depository" under the Florida Security for Public Deposits Act (Chapter 280 of Florida Statutes).	_____	_____
3) Proposer has submitted one set of financial statements for the past two fiscal years (must include an auditor's unqualified opinion and appropriate notes to financial statements).	_____	_____
4) Proposer has provided the most recent ratings for Financial Strength, Bank Deposits and Issuer Rating from both Moody's and Standard & Poor's, if applicable.	_____	_____
5) Proposer has submitted a copy of Executive Summary of the Disaster Recovery Plan.	_____	_____
6) Proposer has completed all Exhibits and Attachments required by this RFP.	_____	_____
7) Proposer is in good standing (i.e. has not been debarred or suspended from proposing on any governmental work during the last five (5) years).	_____	_____

EXHIBIT C

PROPOSAL EXCEPTION FORM

The Bank wishes to take Exceptions to the RFP:

Reason for Exception

Page

Item

Estimated Costs

EXHIBIT D

COST PROPOSAL FORM

(Attached as a separate excel file)

EXHIBIT E**AVERAGE POSITIVE BALANCE BY MONTH**

Month	All Accounts	Tax & License	Motor Vehicle	General Fund
October-21	23,730,566	18,201,538	2,126,810	3,238,169
November-21	299,684,787	292,829,590	2,585,995	4,067,087
December-21	175,381,065	165,137,557	2,901,991	7,175,315
January-22	45,723,391	39,786,309	1,875,529	3,896,230
February-22	27,645,309	21,783,410	2,451,946	3,229,858
March-22	30,273,024	25,732,704	2,486,412	1,882,492
April-22	26,131,916	20,631,741	3,277,548	2,047,121
May-22	21,270,343	9,438,845	3,752,982	2,698,117
June-22	42,621,116	22,956,883	2,882,689	3,140,093
July-22	13,691,129	8,311,193	2,974,335	2,218,070
August-22	10,598,074	5,497,059	2,598,078	2,332,637
September-22	12,725,408	7,722,852	2,336,994	2,384,729
October-22	25,157,725	14,723,271	2,892,615	7,391,140
November-22	202,032,214	194,862,576	2,962,344	3,981,578
December-22	220,710,611	214,038,744	3,187,722	3,304,305
January-23	45,530,910	39,372,773	2,896,622	3,090,447

EXHIBIT F

PROPOSAL QUESTIONNAIRE

Section 2 - Scope of Services:

1. Please attach any brochures or other items to assist us in understanding your services. (Refer to Section 2.11)
2. Please describe the technical support available to aid in electronic data transmissions. (Refer to Section 2.12)
3. Describe how interest in the overnight sweep investment will be calculated and credited on all of the Tax Collector's accounts. **Be specific!** (Refer to Section 2.13)
4. Please specify if the bank has any experience working with this particular vendor (Mavro Imaging) and software. (Refer to Section 2.14)
5. Describe specifics such as file limits, deadlines for transmission of files, types of items that are both eligible and ineligible for deposit and how adjustments and returns are handled. Also, describe the hardware, software, and communication requirements for transmission of files as well as the associated costs and describe the bank's anticipated timeframe needed to implement this process. (Refer to Section 2.15)
6. Please specify potential daily limits on ACH debits and the process to override those limits. (Refer to Section 2.18)
7. Please provide a description of your ACH transaction service and in particular the software that is used. Also, please provide details on the procedures and rules for reversing or canceling an ACH file. (Refer to Section 2.19)
8. Please provide details regarding the ability to download the bank's database of paid checks/deposits and electronic debits/credits including downloading electronic bank statements. (Refer to Section 2.20)
9. Please provide details on any financial fraud control services that are offered by the bank. (Refer to Section 2.21)
10. The bank will describe the bank's electronic data procedures used to provide Banking Services along with back-up and recovery capabilities. Identify the bank's off-site facilities and their locations and the length of time a hot site may be operable in the event of an emergency. (Refer to Section 2.22)
11. The bank shall provide the frequency and format of reports that the bank will provide to the Tax Collector. Include sample reports and records. (Refer to Section 2.23)
12. Please indicate at what dollar amount the bank writes off discrepancies. (Refer to Section 2.24e)
13. The bank will describe the bank's notification and adjustment process used when counterfeit bills or fraudulent checks are discovered. (Refer to Section 2.24f)
14. Please specify your procedure with timeframe (for coins and currency). (Refer to Section 2.24k)
15. The proposer must describe the responsibilities of customer service personnel, including the chain of command for problem resolution. The proposer must address the following issues:
 - a. Days and hours of operation of the customer service department
 - b. The procedure for handling inquiries requiring research and adjustment
 - c. Established turn-around times for research and adjustment items (must be less than three business days)
 - d. Proposer's record on meeting established response times

- e. Technical customer support for computer software and communications problems
 - f. Provide the names of a designated account executive, as well as an alternate. The designated account executive and alternate must have the authority to make timely decisions, on their own, during the normal course of business. (Refer to Section 2.25)
16. The proposing banks are requested to provide a brief description of any additional service not previously identified, user requirements, the bank's capability to provide the service, and a schedule of service and related charges. (Refer to Section 2.26)

Supplemental Questions:

- 17. The Tax Collector maintains office credit cards issued to authorized individuals for miscellaneous business-related purchases. Describe your bank's business credit card programs that would be available to the Tax Collector, including spending limits, number of cards issued, and any other relevant information. Also describe the bank's web-based credit card management services.
- 18. Provide a detailed description of your company's notification procedures and timeframes if the standards noted in 2.7 and 2.8 (Availability of Funds) cannot be met.
- 19. Provide a detailed description of your company's cyber security protections, practices, and recovery procedures.
- 20. Describe the method used to calculate the earnings credit rate (ECR). Is the reserve requirement deducted from the available balance before the ECR is calculated? If not, please include an explanation of the impact of the bank reserve requirement, the bank formula for converting service charges to balance requirements and a listing of the bank earnings credits and reserve requirements for the last 12 months.