



VICTOR D. CRIST
CLERK OF COURT & COMPTROLLER
HILLSBOROUGH COUNTY, FLORIDA
REQUEST FOR PROPOSAL
FOR
BANKING SERVICES

REQUEST FOR PROPOSAL NUMBER 01/25

Issue Date: March 19, 2025

Deadline for Receipt of Reply: April 15, 2025, 2:00 P.M. EST

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PART I

NOTICE

**VICTOR D. CRIST, CLERK OF COURT & COMPTROLLER,
HILLSBOROUGH COUNTY, FLORIDA, IS ACCEPTING
SEALED PROPOSALS
FOR
BANKING SERVICES**

All Proposals must be delivered to the Clerk of Court & Comptroller, Purchasing Department, 407 N East Street, Tampa, Florida, 33602 or mailed to the Clerk of Court & Comptroller, P.O. Box 1110, Tampa, Florida 33601, Attention: Purchasing Department, and received no later than 2:00 P.M. EST, Tuesday, April 15, 2025.

Documents may be obtained on our website, <https://www.hillsclerk.com/About-Us/Doing-Business-with-the-Clerk>, or at the above address. The Proposal opening will be at 601 E. Kennedy Blvd., 13th Floor, Training Room A, Tampa, Florida, 33602.

Pursuant to the Laws of Florida, a Proposal under this advertisement will also allow agencies such as chartered municipalities, local public agencies, boards or other governmental authorities existing within the state of Florida to purchase goods or services during the effective period of the contract under the same terms and conditions as the awarded contract, including price.

ALL PROPOSALS MUST BE SEALED AND MARKED ON THE ENVELOPE: "SEALED PROPOSAL FOR BANKING SERVICES, REQUEST FOR PROPOSAL NUMBER 01/25."

REQUEST FOR PROPOSAL NUMBER 01/25

PART II

INTRODUCTION

A. OBJECTIVE

The Clerk of Court & Comptroller of Hillsborough County, Florida (the “Clerk”), will select the Proposer determined to have submitted the most responsive and responsible Proposal to enter contract negotiations. The Clerk reserves the right to modify or reject proposals as deemed necessary to ensure the satisfactory purchase of these services. It is the Clerk’s intent to contract Banking Services from a single Proposer; however, the Clerk reserves the right to enter into additional agreements/purchase orders for like services/products with other Suppliers. Selection of a proposal constitutes a commitment by the Clerk to enter into negotiations with the Proposer for the purpose of executing an Agreement satisfactory to both parties.

Nothing in this section replaces or supersedes anything in the Request for Proposal documents, and Proposers are cautioned not to rely on this section as a substitute for reading and complying with the Request for Proposal documents.

B. DEFINITIONS

The following terms referenced within this Request for Proposal are defined as follows:

1. **Addendum/Addenda**

Additional instructions or terms and conditions issued in writing by the Clerk prior to selecting a final Proposal.

2. **Agreement/Contract**

The enforceable Agreement that results from a successful solicitation or procurement. The parties to the Contract will be the Clerk and Contractor.

3. **Attachments**

Documents included in the Request for Proposal to be completed by the Proposer and returned as the Banking Services Proposal for the Clerk.

4. Bonds

Instruments of security furnished by the Proposer and his Surety in accordance with the Proposal documents, if required.

5. Clerk

Victor D. Crist, as Clerk of Court & Comptroller for Hillsborough County, Florida, a constitutional officer of Florida, and the Clerk's successors in office. When the Clerk procures a Product or Service using a state purchasing agreement or a state term contract, the Clerk is acting as an "Eligible User", as defined in Section 287.012(11), Florida Statutes.

6. Confidential Information

Confidential Information of the Clerk includes any information deemed confidential under Florida Statutes. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) Disclosure regularly discloses to third parties without restriction on disclosure; (iii) Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation; (iv) is independently developed by Recipient without restriction pursuant to judicial action or government regulation.

7. Day

One (1) consecutive period of twenty-four (24) hours or one (1) calendar day when used in the Proposal documents.

8. Disclosure

The party providing confidential information to the Recipient.

9. Evaluation Committee

Members are appointed by the Clerk, and the committee will be used to evaluate and rank the Proposals.

10. Extend/Extension

Extension of the Contract must be in writing for a period not to exceed six (6) months, as defined in Section 287.057(13), Florida Statutes, and must be in writing and subject to the same terms and conditions set forth in the initial contract and any written amendments signed by the parties. There may be only one extension of the Contract unless the failure to meet the criteria set forth in the Contract for the completion of the Contract is due to events beyond the control of the Contractor.

11. Federal Funds Rate

The interest rate that banks charge each other to borrow or lend excess reserves overnight.

12. Fiscal Year

October 1 through September 30.

13. Florida Statutes

The 2024 Florida Statutes (including 2025 Special Session C), as found at the following link: <http://www.leg.state.fl.us/Statutes/>.

14. Letter of Intent

Letter to inform the Clerk of a Proposer's intent to submit a Proposal (see PART V).

15. Product

Any deliverable under the Contract, which may include goods or commodities, equipment, technology hardware, technology software including licenses, technology, connectivity to facilities such as fiber optic runs and related services, including professional services.

16. Proposal/Bid

Documents to be completed and submitted with all required attachments, in accordance with this Request for Proposal (see PART IV).

17. Proposer/Contractor

Any person, entity, firm, contractor, organization or supplier qualified and capable of providing the requested Product(s) or Service(s) in accordance with this Request for Proposal.

18. Purchase Order

A written agreement formalizing the terms and conditions under which a Vendor furnishes commodities or contractual services to the Clerk.

19. Recipient

The party receiving confidential information from the discloser.

20. Renew/Renewal

Renewal of the Contract may not exceed three (3) years or the term of the original Contract, whichever is longer, as defined in Section 287.057(14), Florida Statutes, and must be in writing and subject to the same terms and conditions set forth in the initial contract and any written amendments signed by the parties.

21. Request for Proposal (RFP)

The solicitation of Proposals from Proposers by the Clerk as described in this document.

22. Responsible Proposal

A Proposal indicating past performance, business and financial capabilities are such that the Proposer would be judged by appropriate authority to be capable of satisfying the Request for Proposal.

23. Responsive Proposal

A Proposal which appears capable of satisfying the Specifications and terms and conditions set out in this Request for Proposal.

24. Secure FTP/S

Secure file transfer protocol that includes an added security and encryption layer.

25. Secure FTP AS2

Secure file transfer protocol that includes applicability statement 2, which is a specification on how to transport structured business-to-business data securely and reliably over the Internet.

26. Selection Advisory Committee

The Clerk may establish a committee where members are comprised of community stakeholders to review the Proposals, and rankings determined by the Evaluation Committee.

27. Service

A Contractor's rendering time and effort rather than the furnishing of a Product.

28. Surety

Any corporation that guarantees or insures the Contractor's performance against loss, damage or default.

29. Vendor

A person or entity that may provide or is providing commodities or contractual services under a Purchase Order or Contract.

C. SCHEDULE

1. Letter of Intent

Should be completed and returned by Tuesday, March 25, 2025.

2. Proposal Deadline

All Proposals must be received by 2:00 P.M. EST, Tuesday, April 15, 2025.

3. Proposal Opening

Will be held at 2:15 P.M. EST, Wednesday, April 16, 2025.

4. On-Site Oral Presentations

Will be conducted the week of May 5, 2025, at the Clerk's discretion.

5. Proposal Selection

Within (90) days of Proposal opening.

D. INSTRUCTIONS TO PROPOSERS

1. Letter of Intent

The Letter of Intent should be completed and returned no later than Tuesday, March 25, 2025 by each Proposer in receipt of this Request for Proposal intending to submit a Proposal. Letters of Intent may be e-mailed to the Clerk of Court & Comptroller, Purchasing Department at purchase@hillsclerk.com. The Clerk will use information in the Letter of Intent to issue Request for Proposal Addenda and other announcements as may be required.

2. Proposal Document Compliance

The Proposer is solely responsible for reading and completely understanding the Request for Proposal documents.

3. Proposal Questions

Proposers are hereby notified not to contact any member of the Evaluation Committee or any member of the Clerk's Office staff, except as provided herein regarding this proposal, until such time as a contract has been awarded. All inquiries pertaining to this Request for Proposal shall be made in writing or by e-mail and directed through the Purchasing Department. Failure to abide by this condition of the Request for Proposal may be cause for rejection of the proposal.

a. General

Each Proposer submitting a Proposal shall examine the Request for Proposal and Attachments and shall judge all matters relating to the adequacy and accuracy of such documents.

b. Technical/Clarification/Interpretation

Proposers should submit technical inquiries or inquiries concerning clarification or interpretation in writing or by e-mail to:

Clerk of Court & Comptroller
Attention: Purchasing Department
P.O. Box 1110
Tampa, Florida 33601
E-Mail: purchase@hillsclerk.com

The Clerk or the Clerk's representative will first identify all properly submitted inquiries and then respond to all such inquiries. The Clerk will only be responsible for interpretations provided by Clerk employees. No one has the right to rely on any verbal comments. The Clerk or the Clerk's representative will compile Proposer questions/answers and distribute to the bidders no later than Monday, March 31, 2025.

4. **Marking Bid Proposal Envelope**

All Proposals must be sealed in an envelope marked: **"SEALED PROPOSAL FOR BANKING SERVICES, REQUEST FOR PROPOSAL NUMBER 01/25."**

5. **Complete Proposal**

Proposers must complete and return PART IV, Proposal with required Attachments. The Proposer must submit responses to the questions asked throughout Part III, Detailed Specifications. Repeating the question is not necessary, only answers are required. The answers to each question are to be identified by section and number (example: Section K.4.b.). The Proposer must complete and return **one (1) electronic copy** on a USB drive.

6. **Deviations**

Deviations from the Request for Proposal documents need to be listed in the Proposal, PART IV, Attachment 5, entitled "Deviations." Deviations may be grounds for rejection of the Proposal (see PART IV, Item E).

7. **Addenda**

The Clerk reserves the right to modify the scope of the Request for Proposal. Changes to the Request for Proposal will be emailed to the Proposers that have returned a Letter of Intent (see PART V).

8. **Proposal Deadline**

Deadline for receiving Proposal: 2:00 P.M. EST, Tuesday, April 15, 2025.

9. **Proposal Opening Date**

Opening Time: 2:15 P.M. EST, Wednesday, April 16, 2025.

Opening Location:

601 E. Kennedy Blvd., 13th Floor, Training Room A, Tampa, Florida, 33602.

10. **Proposal Delivery**

All Proposals must be delivered to the Clerk of Court & Comptroller, Purchasing Department, 407 N. East Street, Tampa, Florida, 33602 or mailed to the Clerk of Court & Comptroller, P.O. Box 1110, Tampa, Florida 33601, Attention: Purchasing Department, and received no later than 2:00 P.M. EST, Tuesday, April 15, 2025. The delivery of said Proposal prior to the deadline is solely and strictly the responsibility of the Proposer. The Proposal receipt time will be marked on the envelope when received. Under no circumstances will Proposals delivered after the receipt time specified be considered. Late Proposals will be returned to the Proposer unopened with a notation "This Proposal was received after delivery time designated for the receipt of Proposals." The Clerk will not be responsible for delays caused by the

United States Postal Service or for delays caused by any other occurrence including, specifically but not limited to, severe weather conditions.

11. Proposal Cost

The Clerk is not responsible for any costs incurred by the Proposer in responding to this Request for Proposal.

12. Proposal Withdrawal

Proposals, once delivered, may be subsequently withdrawn only if written notice of withdrawal is received by the Purchasing Department, 407 N East Street, Tampa, Florida 33602, prior to the time fixed for the opening of Proposals. Negligence on the part of the Proposer in preparing its Proposal confers no right of withdrawal or modification of its Proposal after such Proposal has been opened by the Clerk. Proposers may not withdraw or modify their Proposals after the Proposal opening except as provided by law.

13. Proposal Opening

At the time and place fixed for the opening of Proposals, every Proposal delivered within the time fixed for receiving Proposals will be opened. The name of each Proposer and the net Proposal price(s) shall be publicly read aloud, irrespective of any irregularities found therein. Proposers, their representative and other interested persons may be present.

14. Proposal Signature

Original Proposals must be signed by an authorized corporate officer, principal, or partner (as applicable).

15. Clarification

The Clerk reserves the right to seek clarifying information regarding any Proposal. Any clarifying information provided by the Proposer shall be in writing, and shall become part of their Proposal.

16. Rejection of Proposals

The Clerk, at the Clerk's sole discretion, reserves the right to reject any and all Proposals and to waive any informality concerning the Proposals whenever such rejection or waiver is in the best interest of the Clerk. The Clerk reserves the right to reject the Proposal of any Proposer who has previously failed to perform properly, who has failed to complete contracts on time, or who is judged not in a position to satisfy this Request for Proposal.

17. Delivery of Goods/Service(s)

The Proposer's price shall be for F.O.B. destination, with inside delivery of all materials to the following location:

Clerk of Court & Comptroller
County Finance Department, 12th Floor
Clerk's Accounting Department, 12th Floor
601 East Kennedy Blvd
Tampa, FL 33602

18. Transportation

If applicable, the Proposer's price must include all transportation and other delivery charges, and the successful Proposer shall also be responsible for subsequent transportation charges if the goods or services do not meet the requirements of the Agreement.

19. Proposal Errors or Conflicts

In the event of error in the extension of Proposal prices, the unit prices shall govern. Proposals having erasures or corrections must be initialed and dated in ink by the Proposer. In the case of conflicts in the Proposal, the better price, condition or response as determined by the Clerk shall be given precedence in evaluating the Proposal.

20. Proposal Prices

Proposal prices will remain firm for (180) days after Proposal opening. The Proposer may not withdraw its Proposal after Proposal opening except as provided by law.

21. Issuing Office

The Clerk of Court & Comptroller, Hillsborough County, Florida, is the issuing office (Clerk's Office).

22. On-Site Oral Presentations

At the Clerk's discretion, on-site oral presentation(s) will be conducted during the week of May 5, 2025. On-site oral presentations will be conducted at 601 E. Kennedy Blvd., 13th Floor, Training Room A, Tampa, Florida, 33602.

23. Contract Negotiations

An Agreement(s) will be negotiated with the Proposer submitting the most responsive and responsible Proposal in accordance with selection criteria, provided said Proposal is in the best interest of the Clerk.

24. Proposal Selection

The successful Proposer will be notified by the Clerk in writing. Selection is not final until written notice is received by the successful Proposer. Selection shall be made in accordance with the procedure described in Part II, Section G.

25. Contract Signing

The Proposer selected for negotiation will be required to sign a Contract. The Agreement will incorporate all requirements of the Request for Proposal, and Addenda thereto, including the Proposal submitted by the selected Proposer. The Agreement must contain the names of a designated representative and an alternate. The designated persons must have the authority to make timely decisions regarding handling of Contract services and the application of any company policy in the normal course of business.

26. Clerk's Contract Representatives

The Clerk's Director, Procurement Department, Julian Mendez, is responsible for contract execution; (813) 307-7039. The Clerk's Finance Director, County Finance Department, Ajay Gajjar, will be responsible for project management and deliverables; (813) 307-7026.

27. Americans with Disabilities Act (ADA)

In accordance with the Americans with Disabilities Act, persons needing a special accommodation to participate in this Request for Proposal should contact Julian Mendez, ADA Coordinator, not later than seven (7) days prior to the Proposal Deadline, at (813) 307-7039, or via Florida Relay Service (TDD) for the hearing impaired by dialing 7-1-1 to reach a Relay Operator.

Document Accessibility Statement from Clerk Legal: Due to the nature of the content, the requirement to provide accurate content, adhering to State form requirements, and an unreasonably high financial cost, the Clerk is constrained from making some reports conform with ADA compliance standards on our website. However, the Clerk's Office is prepared to make accommodations to provide the content in a different suitable alternative format or manner upon request. If you require an accommodation to access any of these reports, please contact the Clerk's Finance Director, County Finance Department, Ajay Gajjar, at (813) 307-7026 or gajjar@hillsclerk.com.

28. Evaluation Committee and Selection Advisory Committee

An Evaluation Committee appointed by the Clerk will be used to evaluate the Proposals. These individuals will evaluate each qualified Request for Proposal response. Individually these committee members will award points to the Proposals based on the evaluation and selection criteria outlined in Part II, Section G. In addition, the Clerk may establish a Selection Advisory Committee comprised of community stakeholders to review the Proposals based on the evaluation and

selection criteria established in Part II, Section G. The final decision to select shall be the Clerk's.

29. Non-Discrimination

The Proposer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, handicap, or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

The Proposer assures the Clerk that said Proposer is in compliance with the above and with all applicable laws concerning discrimination. The Proposer understands that this Agreement is conditioned upon the veracity of Attachment 8, entitled "Equal Employment Opportunity Statement."

E. STANDARD TERMS AND CONDITIONS OF THE CONTRACT

1. This purchase is subject to and incorporates the Clerk CONTRACT TERMS AND CONDITIONS ("CLERK-TERMS") dated February 12, 2025, as found at the following link: [Clerk Terms](#) Should any conflict arise between the CONTRACTOR's TERMS and CLERK-TERMS, only CLERK-TERMS shall be enforced as part of the agreement to the exclusion of CONTRACTOR TERMS.

2. **Planning Level Decisions**

This Request for Proposal is a result of planning level decisions by the Clerk.

3. **Payment of Invoices**

Payment of invoices by the Clerk shall be governed by the Local Government Prompt Payment Act, beginning with Section 218.70, Florida Statutes. The Clerk shall not be obligated to make any payment in advance of the delivery of any Service. The Clerk must be invoiced for all banking services. No direct debiting for payment of bank fees in accordance with Section 215.322, Florida Statutes, will be allowed from any bank account established pursuant to this Request for Proposal.

4. **Estimated Quantities during Term of Contract**

Quantities given represent the best estimate and shall be the basis for award. Actual

quantities may vary during the term of the Agreement, and the Clerk does not guarantee a minimum or maximum total purchase. Furthermore, the requirements of the Clerk may exceed best estimates, and the Proposer shall provide for such requirements to the extent they are reasonable. **NOTE:** Increase or decrease of quantities shall be at the sole discretion of the Clerk.

5. Performance Bond

a. **Bond Requirements**

The Proposer to whom the award is made shall be required to furnish a performance Bond as security for the performance of the Proposer's Agreement with the Clerk. Said performance Bond will be in the amount of one hundred (100) percent of the total bid; this deposit shall stand as a guarantee for the payment to the proper parties of all amounts due for labor performed, for equipment, materials and services furnished or consumed, and for all insurance and royalties in connection with or incidental to the performance and completion of the Contract by the Proposer. The Surety company issuing the Bond(s) shall be licensed to transact Surety business in Florida, shall be certified to issue the total amount of the Bond on any one risk, and shall be otherwise acceptable to the Clerk. The Bond(s) shall be written on the Surety company's standard form. Premiums for Bond(s) shall be paid by the successful Proposer. The attorney-in-fact who executes the required Bond(s) on behalf of the Surety company is required to affix to the Bond(s) a certified and current copy of his power of attorney, indicating monetary limit of such power.

b. **Time of Delivery of Bond(s)**

The successful Proposer shall deliver the required Bond(s) to the Clerk no later than ten (10) days after execution of the Contract.

c. **Bond Changes**

It is the successful Proposers responsibility to notify his Surety of any changes affecting the general scope of the work or change of the Agreement price and the amount of the applicable Bonds shall be adjusted accordingly.

d. **Release of Bond(s)**

Bond(s) will be released after all conditions of the Contract have been met, final acceptance has been given and a statement of warranty and release of lien has been issued.

6. Additional Agreements

In instances where applicable, additional Agreements may be incorporated into the Contract between the Clerk and the successful Proposer. All Agreements entered into must be signed by authorized representatives of both parties.

7. Assignment

The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Clerk; provided, however, that either party may, without the consent of the other party, assign its rights under this Contract if such assignment is to a successor of the assigning party by consolidation, merger or operation of law, or to a purchase of all or substantially all of the assigning party's assets; or provided, the Contractor assigns to the Clerk any and all claims it has with respect to the Contract under the antitrust laws of the United States and the Clerk. In the event of any assignment, the Contractor remains secondarily liable for performance of the Contract, unless the Clerk expressly waives such secondary liability. The Clerk may assign the Contract with prior written notice to Contractor of its intent to do so.

8. Contract Period

The initial Contract shall be for a period of four (4) years. The Clerk may exercise the option to Renew the Contract for two (2) consecutive option Renewal periods of one (1) year each, for a possible six (6) year Contract. Once the optional Renewal periods are exhausted, the Clerk may exercise the option of a one-time Extension for six (6) months. The decision to Renew or Extend the Contract will be at the sole discretion of the Clerk. Cancellation may be made with one hundred eighty (180) days advance written notice by either party.

F. STANDARD TERMS AND CONDITIONS OF THE PROPOSAL

1. The Clerk reserves the right to request an interview with any Proposer to determine service capabilities in greater detail and to clarify any unclear areas in the Proposal. This may include a site visit to the Proposer's facilities. The Clerk will not be liable for any costs incurred by the Proposer in connection with such an interview (i.e., travel, accommodations, etc.).
2. In the event the Clerk and the successful Proposer cannot execute a Contract within thirty (30) days of such selection, the Clerk reserves the right to select another Proposer, or to call for new Proposals.

3. By submitting a Proposal, the Proposer certifies that he/she has fully read and understands this Request for Proposal and has full knowledge of the scope, nature, quantity, and quality of work to be performed; the detailed requirements of the services to be provided; and the conditions under which the services are to be performed.
4. The Proposer shall furnish such additional information as the Clerk may reasonably request. The Clerk reserves the right to conduct investigations into the qualifications of the Proposer as she deems appropriate.
5. This Request for Proposal contains an anticipated number of transactions. Although this is the Clerk's average annual volumes over a recent 12 month period, the Clerk cannot guarantee that such will be the continuing annual transaction volumes.
6. The Clerk is governed by the Florida Public Records Act. Under Section 119.0715, Florida Statutes, trade secrets, as defined in Section 688.002(4), Florida Statutes, are confidential and exempt from Section 119.07(1), Florida Statutes, and Section 24(a), Art. I of the Florida State Constitution, but with limited government agency access. In the event that a Proposer submits trade secret information, the information must be clearly labeled "Trade Secret."

The Clerk will maintain the confidentiality of such trade secrets to the extent provided by law. All material submitted becomes the property of the Clerk and may be returned only at the Clerk's option. The Clerk reserves the right to use any or all ideas presented in any response to this Request for Proposal. Selection or rejection of any Proposal does not affect this right.

7. It is understood that any Proposer awarded a contract under this Request for Proposal shall maintain the appropriate insurance(s) as indicated in Attachment 12, entitled "Indemnification and Insurance Requirements," for the total time period of this Contract including any Extensions.
8. The Clerk will make all reasonable efforts to prevent fraud, including monitoring accounts daily, subscribing to fraud preventive services such as payee positive pay, assigning account filters and blocks, making timely return decisions on unidentifiable items, and reconciling bank statements promptly and accurately each month. Based on this, the Clerk requires the Proposer to hold the Clerk harmless in any cases involving fraudulent activity such as forged endorsements.
9. These Proposal documents do not attempt to list the federal, state, or county laws, ordinances, rules, or regulations that may affect the Proposer's Proposal or the performance of the Agreement. Lack of knowledge by the Proposer will not relieve the

Proposer from compliance with the law or performance as required under the Agreement. The successful Proposer must furnish all necessary licenses and permits required.

G. EVALUATION AND SELECTION CRITERIA

1. The Clerk seeks a qualified public depository, as defined by Section 280.02(26), Florida Statutes, to provide comprehensive banking services. An evaluation, ranking and justification of the Proposals will be made by the Clerk's Evaluation Committee. The Evaluation Committee shall conduct an evaluation of all Proposers on the basis of the information provided with the Proposal and other evaluation criteria as set forth in this RFP. The evaluation criteria are set forth below:

Scoring Criteria	Maximum Possible Points
Proposed Fees, Earned Credit Rate (ECR) and/or interest earnings	40
Scope of Services	20
Innovation/Additional Services	10
Proposer and Team Qualifications and Experience, Resources, and Financial Strength	30
TOTAL SCORE	100

2. All Proposers will be ranked in descending order according to total points.
3. The Clerk reserves the right to invite the top ranked Proposers to provide oral presentations. A second evaluation and ranking will be made after the oral presentation.
4. The Clerk may seek additional information after Proposal opening for purposes of clarification. Such clarification information shall be provided by the Proposer in writing and shall become part of their Proposal.
5. Selection will be made to the highest ranked responsive and responsible Proposal.
6. As disclosed previously, if established the Selection Advisory Committee will also provide the Clerk recommendations of which will be factored into the selection process.
7. After selection by the Clerk of the highest ranked Proposer, the parties will enter into contract negotiations. If the parties are unable to negotiate an Agreement within

thirty (30) days, the Proposer will be notified in writing that negotiations are terminated and the Clerk shall have no further obligations under Request for Proposal 01/25 to the Proposer. The Clerk will then commence negotiations with the next highest ranked Proposer. At the option of the Clerk, this process will continue until an Agreement is executed.

REQUEST FOR PROPOSAL NUMBER 01/25

PART III

DETAILED SPECIFICATIONS

A. INTRODUCTION

The Clerk is currently seeking Proposals from qualified public depositories interested in providing comprehensive banking services. The Clerk intends to select one Proposer to deliver the services described herein as determined by the most responsive and responsible Proposal based on the selection criteria. The objective of the Clerk is to secure the most efficient and effective banking services while maintaining sufficient liquidity and protection of public funds. The Clerk may award a contract to the best service provider with innovative ideas, which may not be the lowest bidder. The Clerk reserves the right not to award some or all of the services contemplated herein. This does not mean that all aspects of the selected Proposal are acceptable to the Clerk, and the Clerk reserves the right to modify or reject terms and conditions proposed by the successful Proposer as deemed necessary to ensure the satisfactory purchase of banking services. It is the Clerk's intent to contract banking services from a single Proposer; however, the Clerk reserves the right to enter into additional agreements for like services with other Proposers. Selection of a Proposal constitutes a commitment by the Clerk to enter into negotiations with the Proposer for the purpose of executing an Agreement satisfactory to both parties.

Nothing in this section replaces or supersedes anything in the Request for Proposal documents, and Proposers are cautioned not to rely on this section as a substitute for reading and complying with the Request for Proposal documents.

B. ACRONYMS USED WITHIN THIS REQUEST FOR PROPOSAL

ABA	-- American Bankers Association
ACH	-- Automated Clearing House
AFP	-- Association for Financial Professionals
ARP	-- Account Reconciliation Product
BAI	-- Bank Administration Institute
BOCC	-- Hillsborough County Board of County Commissioners and associated component units
CD-ROM	-- Compact Disk – Read Only Memory

CFR	-- Code of Federal Regulations
CSL	-- Combined Single Limit
CUSIP	-- Committee on Uniform Securities Identification Procedures
ECR	-- Earnings Credit Rate
EDI	-- Electronic Data Interchange
EIN	-- Employer Identification Number
EMV	-- Europay MasterCard Visa
EST	-- Eastern Standard Time
FEIN	-- Federal Employer Identification Number
FDIC	-- Federal Deposit Insurance Corporation
FTP	-- File Transfer Protocol
IRD	-- Image Replacement Documents
IVR	-- Interactive Voice Response
IWR	-- Interactive Web Response
MICR	-- Magnetic Ink Character Recognition
NACHA	-- National Automated Clearing House Association
OCR	-- Optical Character Recognition
PCI	-- Payment Card Industry
QPD	-- Qualified Public Depository
RDC	-- Remote Deposit Capture
RFP	-- Request for Proposal
TBD	-- To Be Determined
TPA	-- Third Party Administrator
UPS	-- United Parcel Service
USB	-- Universal Serial Bus
USPS	-- United States Postal Service
ZBA	-- Zero Balance Account

C. QUALIFIED PUBLIC DEPOSITORY

1. The Proposer must meet the following criteria:
 - a. Be designated by the Chief Financial Officer of the state of Florida as a QPD.
 - b. Maintain the QPD designation throughout any Contract period resulting from this solicitation.
 - c. Maintain its home office or a full service branch within Hillsborough County, Florida.

2. The Proposer must provide proof of the above qualification by furnishing copies of letters, certificates, etc. which document said status. Such proof must be provided as Attachment 18, entitled "Qualified Public Depository Documents."

D. SCOPE OF SERVICES/MINIMUM SERVICES REQUIRED

The Clerk is looking for innovative ideas from its banking provider. The current banking structure is adequate and serves the Clerk well. This does not mean an alternative structure will not be considered. Key considerations in the Proposal review will include image technology, online banking, remote deposit, fraud prevention, cyber security and web payments.

1. Establish demand deposit accounts, including zero balance accounts, necessary to meet the banking requirements of the Clerk. The current account structure is depicted in Part III, Section LL. Exhibit 2 - Current Chart of Bank Accounts.
2. Post deposits and withdrawals in a timely manner. It is desired that transactions post in real time and are accessible online, on an intraday basis, for reporting and reconciliation purposes. Please provide a schedule of transaction types, when these transactions post to the accounts and when they are available for online reporting.
3. Provide electronic notification of all debit and credit adjustment memos. It is preferred that these notifications are immediately accessible online with email notification.
4. Describe the Proposer's recommended process for handling deposits for multiple locations. The Clerk currently uses MICR encoded bank deposit slips to identify locations and ARP reports which must be monitored and reconciled on a daily basis. Please refer to Part III, KK. Exhibit 1 - Collection Sites which provides a current list of Clerk and BOCC collection sites.
5. Describe the Proposer's accelerated float collection schedule.
6. Provide all the necessary software and training to access and utilize the Proposer's online system.
7. Provide online access to account information that equals or exceeds the safety, security and encryption standards established by the information and technology industry.
8. Provide for the disbursement of funds via wire transfer or ACH at the request of an authorized person by phone, online, or Secure FTP. Describe methods for protecting wire transfers and ACH payments. Describe wire transfer limits (amount per day, etc.).
9. Accept and send all authorized ACH transactions and provide same day online notification of ACH activity.

10. Provide wire transfer EDI translation services. Provide methods or ideas to easily identify incoming wires and ACH credits so that the Clerk can clearly identify, reconcile and post the funds appropriately.
11. Provide automated online balance reporting services for all accounts. At minimum, available information should include: closing ledger, closing collected, opening ledger, opening collected, float, previous day debit and credit detail (including bankcard deposits and ZBA transfers) and ACH credit and debit detail.
12. Provide the ability to place online stop payments, add or cancel issues, and online access to information on cleared and stop payment checks.
13. The expected target average daily balance available for overnight investment of BOCC accounts is approximately \$30,000,000. Please note this is a target amount, so it may not be a representative amount going forward. This amount is intended to be interest bearing or have an ECR with interest on excess balances.
14. The expected target average daily balance of Clerk accounts is also approximately \$30,000,000. Please note this is a target amount, so it may not be a representative amount going forward. This amount is intended to be interest bearing or have an ECR with interest on excess balances.
15. The Clerk currently uses full and partial reconciliation services as well as payee positive pay services. The Proposer must be able to provide these, or similar, services. The Clerk would also like to investigate transmission options for these services, as well as any reconciliation services not currently utilized that would provide greater efficiencies.
16. Provide monthly activity statements and reports for all accounts including a monthly account analysis. The monthly statement cutoff must be at the end of the banking business day on the last day of the month after all transactions have posted for the month. Monthly statements must be sent no later than the 5th day of the following month. The Proposer should have the ability to provide statements and reports electronically (online) in a variety of formats including html, PDF, Excel and BAI. The analysis statement should provide fees by account as well as by group total. In addition, the Clerk prefers that the analysis statement provide trend analysis.
17. Provide the capability to retrieve images for all transactions including paid checks, deposits, deposited items, wires and EDI. This function should be available online as well as through Secure FTP.
18. Describe ACH blocks and/or filter services that would be provided by the Proposer.
19. Describe the Proposers controlled disbursement services.

20. Describe the Proposers remote deposit services. The Clerk currently utilizes remote deposit services on the BOCC Deposit Account. The Clerk would like to explore further use of a remote deposit system. Provide a description of the system and compatible equipment including scanners and any other necessary equipment and whether there is a cost for such equipment or if it is provided without cost.
21. Provide overdraft protection services. In the event of an overdraft, presented checks shall be paid by the bank after confirmation by the Clerk.
22. Describe employee banking benefit programs available for employees of the Clerk and BOCC.
23. Provide cashing of checks drawn on Clerk and BOCC accounts at no charge to payees or the Clerk or BOCC.
24. Describe how treasury services would be organized and managed by the Proposer. Will the Proposer provide the Clerk with a dedicated team of client service officers as well as a technical support staff familiar with treasury services for government entities?
25. Provide a quarterly treasury review focused on the delivery of current services, new services available and services that would streamline current banking processes.
26. Describe merchant (credit card) services available, related PCI compliance standards, convenience fees, liability exposure, processes for settlement of funds and reconciliation.

E. QUALIFICATIONS AND EXPERIENCE

1. Describe the Proposer's organization, date founded, ownership and other business affiliations. Additionally, provide the number and location of affiliated offices.
2. Provide the address and hours of the primary office location that will service the Clerk's accounts.
3. Provide a list of branch addresses, hours and services for banking centers located in Hillsborough County as Attachment 16, entitled "Branch Offices."

4. Provide the organization's current long-term credit ratings in the table below

Proposer/Bank/Holding Company	Moody's	Standard & Poor's	Fitch Ratings
Proposer/Bank Short-Term Unsecured Senior Debt			
Proposer/Bank Long-Term Unsecured Senior Debt			
Proposer/Bank Outlook			
Bank Holding Company Short-Term Unsecured Senior Debt			
Bank Holding Company Long-Term Unsecured Senior Debt			
Bank Holding Company Outlook			

5. Discuss the Proposer's current capital structure, adequacy and coverage and provide the information requested below:

Capital Ratio Requirements	Proposer's Capital Ratios	Source and Date of Proposer's Capital Ratios
<p>The bank must be "Well Capitalized" as defined by CFR 324.403:</p> <p>Total Risk-Based Capital Ratio \geq 10.0%</p> <p>Tier 1 Risk-Based Capital Ratio \geq 8.0%</p> <p>Tier 1 Common Equity Capital Ratio \geq 6.5%</p> <p>Tier 1 Leverage Capital Ratio \geq 5%.</p>	<p>Total Risk Based Capital Ratio: _____%</p> <p>Tier 1 Risk-Based Capital Ratio: _____%</p> <p>Tier 1 Common Equity Capital Ratio: _____%</p> <p>Tier 1 Leverage Capital Ratio: _____%</p>	<p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>

Source: <https://www.ecfr.gov/current/title-12/chapter-III/subchapter-B/part-324/subpart-H/section-324.403>

F. PERSONNEL

1. Provide biographical information on all bank officers that will be directly involved in the management of the accounts, who the primary contact will be and what, if any, experience these officers have in working with governmental clients. Please include customer service staff (if assigning a dedicated representative). This information shall be provided as Attachment 17, entitled "Banking Personnel Information."
2. Provide an organizational chart for the personnel who will be associated with the accounts, including the roles of each person, and illustrating the relationship among the personnel. This information shall be provided as Attachment 17, entitled "Banking

Personnel Information.”

3. Describe your policy on changing the primary contact person on an account.
4. Will a specific customer service representative or a customer service department be assigned to handle day-to-day transactions for the Clerk?
 - a. Where would the Proposer’s customer service representative(s) be located?
 - b. Is local customer service support available for depositing locations?
5. Describe the responsibilities of the customer service personnel, including the chain of command for problem resolutions.
6. What are the hours of operation of each customer service unit involved in supporting the proposed services?
7. If an error is discovered by the Clerk, how would you propose to resolve it (i.e. who should the Clerk contact first, etc.)?
8. What is the general time frame for issue resolution?
9. After the initial transition, how frequently will the relationship manager attend on-site meetings with the Clerk’s staff?
10. Please describe the Proposer provided customer technical support for computer hardware, software, and communication problems. During what hours is technical support available (specify time zones)?

G. INTEREST AND EARNINGS CREDITS

1. Describe, in detail, the investment options and how interest on bank balances or an overnight sweep investment will be calculated and credited on all accounts, including public funds accounts. Be sure to discuss, in detail, any proposed balances based assessments to be paid by the Clerk.
2. Quote the interest rate the Proposer is offering the Clerk on funds remaining in interest bearing accounts overnight in terms of the Federal Funds Rate plus or minus a specified number of basis points. Submit the interest rate as Attachment 19, entitled “Interest Rates.”
3. Describe the method used to calculate the ECR and quote the interest rate the Proposer is offering the Clerk on ECR funds in terms of the Federal Funds Rate plus or minus a specified number of basis points. Please include in the Proposer’s explanation the impact of the bank formula for converting service charges to balance requirements and a listing of the bank earnings credits for the last twelve (12) months. Describe how interest on the excess balances is calculated and quote the interest rate the Proposer is offering the Clerk on excess balances in terms of the Federal Funds

Rate plus or minus a specified number of basis points. Submit the interest rates as Attachment 19, entitled "Interest Rates."

H. OVERNIGHT SWEEP INVESTMENT

1. In order to maximize investment earnings, the Clerk would like to utilize an overnight "sweep" arrangement, wherein an overnight sweep investment is entered into each business day. At the end of each business day, account balances (collected funds, float, etc.) in various specified accounts (less the amount required for the bank to maintain its reserve requirement) are swept into an overnight investment. The Proposer has the option to offer other alternatives to overnight sweep agreements. Provide earnings history for overnight sweep investment agreements or any other appropriate sweep facility for the last twelve (12) months. The Proposer must provide full documentation of earning history and any alternatives with the Proposal, including associated risks of the alternative approaches. Submit this information as Attachment 20, entitled "Overnight Sweep Investment."
2. Does a reserve requirement apply to the proposed option?
3. Does an FDIC assessment, deposit based fee, or similar fee apply to the proposed option?
4. If a sweep is proposed, what time of day is the sweep deadline? Is it end-of-day or next-day sweep?
5. What fee (if any) is charged to sweep funds into the proposed investment vehicle(s)? How is the fee calculated?
6. If the bank is proposing a money market mutual fund, provide a link to the current prospectus and, if multiple classes are offered, identify the class of shares that would be utilized, including ticker symbol or CUSIP.

I. DEPOSIT PROCESSING

The Clerk accepts credits to depository accounts in a variety of methods. Listed below are the current deposit methods used.

- Standard Branch Deposit – 3-part deposit tickets delivered to branch location.
- Drop-Box Deposit – 3-part deposit tickets dropped in tamper-evident plastic bank bags at branch drop-box.
- Vault Deposits – 3-part deposit tickets delivered to Proposer's designated vault facility in tamper-evident plastic bank bags by armored car courier service.

- ACH Credits – electronic direct deposits through the Automated Clearing House to a designated bank account.
- ACH Debit – file transmission to Proposer containing customer bank data to effect ACH debits on customer accounts for credit to a designated BOCC account.
- ACH Credit – concentrated credit for customer payments received daily through the customer's online bill-pay services.
- Lockbox Credit – concentrated credit from BOCC third-party vendor for check payments received in central lockbox facility.
- Third-Party Collection Sites - AMSCOT
- Credit/Debit Card Settlements – The Clerk accepts credit/debit card services through Civitek Solutions. BOCC currently contracts merchant services with NIC Inc. for credit/debit card processing as well as gateway services. The BOCC accepts credit/debit card payments over the counter, websites, IVR, and IWR.

Each collection site is currently provided with preprinted deposit slips which identify the department, a unique site number and deposit number. The deposit slips are MICR encoded with a customer reference number consisting of an assigned 3 or 6-digit site number followed by the ABA and bank account numbers. The bank statement includes account reconciliation reports which sort the deposits by the customer reference number for reconciliation purposes. This customer reference number is required on previous and current day reports for reconciliation to the financial records on a daily basis.

Collections are made at many remote locations throughout Hillsborough County. Please refer to Part III, KK. Exhibit 1 - Collection Sites. For Clerk deposits, the collections are prepared for deposit at five locations where they are then picked up by armored car courier service and delivered to the bank. The BOCC operates approximately 150 collection sites throughout the County. Some of these sites utilize armored car courier services to deliver deposits to the bank while others utilize bank branches and night-drop boxes.

Both the Clerk and the BOCC accept merchant card payments. The BOCC and the Clerk currently have separate contracts for merchant services.

The BOCC also collects a substantial amount of its funds from a third party lockbox provider. The provider deposits pre-encoded work directly into the designated BOCC bank

account. The Clerk is not currently planning to bid out the lockbox services for the BOCC in this Proposal; however, the BOCC has several business units that are interested in lockbox services. The Clerk is looking for ideas on efficiencies and cost benefits that may be gained for these services from the Proposer.

Based on the information provided above in this section, please submit answers to the following questions.

1. What are the deposit cut-off times to ensure same day ledger credit for cash, checks, drafts, vault deposits, branch deposits, night-drop deposits, remote deposit capture, etc.?
 - a. Are there any options that might affect the cut-off times (e.g., provisional credit and delayed verification)?
2. Are weekend or holiday deposit services available? Is there an additional fee or discount for utilizing these services?
3. What type of deposit bags does the Proposer allow/require?
 - a. Does the Proposer provide these bags?
 - b. Does the Proposer charge a fee for these bags?
4. Are there any benefits to the Clerk in separating cash and checks into separate deposit bags?
5. Does the Proposer require that checks and currency be on separate deposit slips? Provide the Proposer's deposit preparation guidelines or procedures as Attachment 29, entitled "Deposit Preparation Guidelines or Procedures."
6. Are the deposit slips that the Proposer provides available in multiple part forms? How many copies does the Proposer require?
7. Does the Proposer require that cash be deposited in standard straps only? Is there a penalty for using non-standard straps?
8. Does the Proposer accept loose and/or rolled coin for deposit at the vault and branch locations? Is there a fee for depositing loose or rolled coin?
9. How does the Proposer determine and calculate funds availability for deposited items?
 - a. Does the Proposer give immediate credit for on-us items?
 - b. Does the Proposer calculate funds availability by item or formula?
 - c. Does the Proposer use a standard schedule? Accelerated schedule? How often is it updated?
 - d. Provide a copy of the availability schedule that will apply to deposits as Attachment 25, entitled "Deposit Availability Schedule."

10. Provide the Proposer's holiday schedule on Attachment 1, entitled "Proposal Submittals."
11. Does the Proposer offer deposit reconciliation services? If not, what suggested alternative can the Proposer offer the Clerk for this service?
12. Describe the Proposer's deposit reconciliation services and how the deposit identification process can be accommodated?
13. Is the Proposer able to provide electronic files of specific deposit related data for interface to the Clerk's financial system (Fusion Oracle Cloud) in order to facilitate the reconciliation of both checks and deposits?
14. Currently, the Clerk maintains one sub-account for a deposit account. The Clerk is interested in a more efficient method of tracking deposits by location/site as well as providing better reporting tools to these locations. Does the Proposer provide for subaccounts and reporting? Would the Proposer recommend subaccounts or does the Proposer have alternative suggestions to accommodate this reconciliation process? How would merchant card settlements be handled in the subaccount system or in the system proposed?
15. Does the Proposer have any services which facilitate merchant card acceptance and the reconciliation of merchant card settlements?

J. BRANCH SERVICES

1. Will the bank cash checks drawn on a Clerk or BOCC disbursement account without charge to either the Clerk or the check payee? If not, what is the charge? Is a check cashing agreement required? If yes, include a copy. Submit copy of agreement as part of Attachment 27, "Samples: Contracts/Agreements."
2. Would the bank be interested in offering a package of banking services, education programs and/or special rates to employees? If so, please describe.
3. Would the employee be required to have their pay direct deposited into your bank to obtain these services/rates?

K. DEPOSIT VERIFICATION

1. How will the Proposer provide validation of deposits? Within what time frame?
2. How does the Proposer handle deposit adjustments?
3. Does the Proposer have event messaging or deposit adjustment e-mail notifications? How soon is the Clerk notified of deposit adjustments?
4. Does the Proposer identify and adjust all deposit discrepancies?

- a. If no, at what dollar amount does the Proposer write off discrepancies?
 - b. What is the standard procedure for reporting deposit adjustments?
 - c. What additional options are available (e.g. online reporting, e-mail)?
- 5. How does the Proposer handle counterfeit deposit items?
- 6. What are the Clerk's rights in the event of a cash discrepancy or dispute over a deposit adjustment including counterfeit items?
 - a. Can the Clerk review the item(s)?
 - b. Can the Clerk review the related records including any surveillance recordings of bank staff processing the deposit in dispute?

L. VAULT SERVICES

- 1. Does the Proposer have an automated vault service? Describe the deposit and change order procedures, cut-off times and other features of this system.
- 2. Are there minimum coin and currency purchase requirements (e.g., standard straps of currency and full boxes of coin)? Is a discount offered for purchasing standard amounts? What settlement options are available for change orders (e.g., cash, check, debit to account and wire)?
- 3. The Clerk orders coin and currency for both Clerk and BOCC sites. Multiple orders in specific denominations are pre-ordered and picked-up/delivered by armored car courier service. Describe the Proposer's process for pre-ordering coin/currency change orders.
- 4. Does the Proposer offer armored car courier service? If so, what is the cost of this service?

M. RETURN ITEM PROCESSING

- 1. Can return items be automatically re-deposited? If so, how many times?
 - a. Is this service optional by location?
 - b. Can copies of all re-deposited return items be provided to the depositing location or a central office? If so, within what time frame?
- 2. Describe the Proposer's standard return item processing instructions. List any non-standard options that are available.
- 3. Can the Proposer provide a detailed return items report online to the Clerk? If not, when will the service be available?
 - a. Is there a separate record for each returned item?
 - b. Can these records identify the depositing location, the deposit in which the item

was originally deposited and the type of item being returned (e.g., personal check, traveler's check and money order)?

4. Does the Proposer have a policy to refuse return items not sent through the system in a timely manner? If so, describe.
5. Does the Proposer assign float to return items? If so, describe.

N. ELECTRONIC DEPOSIT REPORTING

1. Describe the Proposer capabilities of reporting electronic deposit detail activity (ACHs, wires and merchant card settlements)?
2. Can multiple users at multiple locations access the information? If so, can the Proposer restrict users to accessing only portions of the information? Do users have the flexibility to access only portions of the information?
3. Is the transmission a BAI formatted file? If not, what type of format can be provided?
4. Describe the technical support available to aid in tracking and identifying electronic data transmissions.
5. What type of output media is available for deposit reporting (e.g., mailed paper report, cartridge, email, online system and electronic transmission)?
6. The Clerk requires multiple users to have concurrent access to view activity and balance reporting. How many concurrent users does the Proposer's system allow?

O. ACH PROCESSING

1. Describe the Proposer's options for processing Clerk and BOCC ACH payments. What ACH file transmission options are available?
2. Can ACH payments be originated online through the Proposer's online banking system? If so, are these initiated in freeform or can templates be established? What security features are provided, e.g. dual controls, secondary authorizations?
3. The Clerk currently transmits (4-6) input files for ACH payments (direct deposits).
 - Clerk Vendor Payments - Daily
 - Clerk Payroll Direct Deposits - Biweekly
 - BOCC Vendor Payments – Daily (1-2 transmissions)
 - BOCC Payroll Direct Deposits – Biweekly
 - a. What are the transmission deadlines for ACH files?
 - b. When does the bank need the vendor files from the Clerk for payments to be credited to vendor accounts on the next business day? Are ACH payments to customer accounts that bank with the Proposer treated as same-day ACH

- payments?
- c. Does the Proposer offer same-day ACH services? If so, please describe this service and provide the cost.
 - d. Both Clerk and BOCC payrolls are paid bi-weekly. Payday is on a Friday, but may occasionally change due to holiday schedules. When does the bank need the payroll files from the Clerk for payments to be credited to employee accounts by 8 a.m. on payday?
 - e. When are funds debited from the Clerk's accounts for the total of each ACH file?
 - f. How does the Proposer handle "on-us" ACH payments? Are these treated as same-day transactions?
 - g. Describe the Proposer's secure application for file exchange transmissions, e.g. https, Secure FTP/S, Secure FTP AS2?
4. The BOCC Public Utilities Department currently transmits a daily ACH debit file. This file contains customer information to debit their individual bank accounts for credit to the BOCC in payment of utility bills. The credit is concentrated and an output file is created by the bank with detail customer account information that is transmitted to the Public Utilities Department for update to customer accounts. Does the Proposer have a similar product? If so, please describe this product in detail and provide the required technical specifications.
5. Is the bank willing to establish an ACH and wire transfer exposure to meet the Clerk's needs? Please describe.
6. What would happen to a file if the Clerk exceeded its daily exposure limit?
7. Does the Proposer have internal risk parameters to identify out-of-pattern or suspect entries or files to protect the Clerk from potential losses? If so, please describe this security feature?
8. Once transmitted, can an ACH file or entry be canceled or amended? Can individual ACH payments within a file be recalled? Does this apply to ACH payments originated on the Proposer's online system? Describe the Proposer's process or procedures for these events.
9. Describe the means that the Proposer will use to verify the Clerk's authorization of file transmissions or communications amending or canceling an entry or file. How will the Clerk communicate ACH control totals to the bank (i.e. phone, online, e-mail)? Is the Clerk required to submit a control total for an ACH batch or file?
10. Does the bank provide automatic file receipt acknowledgements? If so, how is the acknowledgement transmitted?

11. How are returned and rejected ACH transactions handled? Are returned/rejected ACH transactions reported on the Proposers online system? Can notification about rejected ACH transactions be e-mailed to the Clerk? What information does the bank provide to assist in identifying returned and rejected ACH transmissions?
12. What information or data is available from the Proposer on ACH credits received?
13. If the bank provides ACH debit blocking, what level of filtering can be applied (originator, originator & dollar amount, etc.)?
14. With ACH debit blocking, does the bank notify the Clerk of attempts to debit funds that have been automatically rejected?
15. Does the bank offer ACH positive pay (ability to make pay/no pay decisions on unidentified ACH transactions)?
16. Does the bank offer/support NACHA's secure vault payments, also referred to as online banking e-payments?
17. Can the bank provide online access to incoming ACHs that fail to be processed? How soon after an ACH fails can the information be accessed?
18. What assistance can the Proposer provide to the Clerk in the form of ACH fraud prevention and awareness? What is the Proposer's experience with ACH fraud?
19. Does the Proposer offer ACH authentication services? Currently, the Clerk uses penny pre-notes to confirm ownership of bank accounts for ACH direct deposit payments. Does the Proposer have a service which would provide authentication of account ownership to ensure that ACH direct deposits are being transmitted to the proper payee? If so, what is the cost of this service? Are there escalating levels of this service? It can be assumed that, on average, the Clerk creates or modifies 100-200 direct deposit payment instructions per year.

P. WIRE TRANSFERS

1. What are the beginning and ending cut-off times in EST for initiating wire transfers to ensure same-day execution? List by type of transfer and method of communication.
2. What is the cut-off time for receiving incoming domestic wire transfers in order to receive same-day credit?
3. Does the Proposer provide end-of-day time extensions for processing if the Federal Reserve Bank wire hours are extended? If so, how is the Clerk advised?
4. When and how can a wire transfer be canceled after the Clerk releases it to the system? What is the latest time in the day to cancel? Is there a charge for cancellation? If so, how much is it?

5. How would the Clerk track the status of wire transfers once the transfer is in the system (input, approved and released)? How does this differ for wire transfers initiated by telephone?
6. Describe the Proposer's policy in the case of a wire transfer failure for which the Clerk has confirmed receipt of instructions?
7. How and when is the Clerk notified of a failed wire transfer?
8. How is access to the Proposer's wire transfer system controlled for Clerk and Proposer's employees?
9. Does the Proposer offer its customers dual control release options (intermediary approval level) for electronically initiated transfers? If so, describe.
10. Is security the same for repetitive and free form wires initiated by all methods? If not, how does it differ?
11. Are security access codes (passwords) encrypted or authenticated? Is a log-on audit report available that shows all log-on activity over a given period, including user ID, date and time?
12. Can dollar limits by user and function be established for single transaction amounts and daily aggregate amounts?
13. What controls has the Proposer put in place to prevent wire transfer fraud? What has been the Proposer's exposure to fraud and experience with fraud prevention in the wire transfer area?

Q. INTRA-BANK ACCOUNT TRANSFERS

1. Describe the process of initiating an intra-bank account transfer?
2. What is the cut-off time for same-day intra-bank account transfers?
3. Is a daily limit required on intra-bank account transfers? If so, how does this impact wire transfer processing? Is wire transfer processing stopped when the intra-day limit is reached?

R. STATEMENTS AND DOCUMENTS

1. How soon after the monthly cut-off date are the following items ready?

Statements and Documents	Online	By Mail
Bank Statements		
ARP Reports		
Partial Reconciliation Information		
Full Reconciliation Information		
Account Analysis Statement		

2. The Clerk is interested in archiving all historical data on the Clerk's imaging system. This includes paid items, deposited items, bank statements, ARP reports and analysis. Generally, the Clerk is required to archive banking transactions and records for five (5) years after the end of the Fiscal Year. In the event of an audit, certain records may also need to be retained longer. What does the Proposer recommend in helping the Clerk achieve this goal in the most efficient way?
3. Are electronic images stored on the bank's online reporting system? If so, how does the bank charge for this service (per item viewed/per item loaded)? Is there a difference in price for deposited items versus disbursement items?
4. How long are electronic images for deposited and disbursement items stored on the reporting system and available for customer access? Are longer retention options available? If so, what are the costs for longer retention periods?
5. Can historical images be sent by transmission to the Clerk for archival purposes (i.e. a full Fiscal Year)? If so, please provide the type of format and applicable pricing.

S. ONLINE REPORTING SYSTEM

1. Does the Proposer offer an electronic banking portal that is accessed via the Internet? If so, what are the security features of this system?
2. What services are available on the portal?
3. Does the Proposer provide mobile access to the portal? If so, please describe the requirements (equipment, software, security, etc.).
4. Is the Proposer's online system administered by the Proposer or will it be self-administered by the Clerk? Would security provisioning be handled by the Clerk?
5. Are there any limits on the number of the Clerk's users that could have access to the bank's online website?

6. What levels of authorization (i.e. accounts viewed, transaction capabilities, etc.) can be permitted or turned off for individual users?
7. What transaction types are reported in previous day reporting? What previous day reports are available? Provide samples of previous day balance and transaction reports. Submit sample reports as part of Attachment 10, entitled "Samples."
8. Does the bank's deposit reporting system report electronic transactions (e.g. ACH, wire) as well as paper documents?
9. What time is previous day information available?
10. When are current day (intraday) transactions available?
11. Provide a list and description of online reports that can be downloaded and the file formats the data can be downloaded into (html, PDF, Excel, BAI, etc.).
12. Can electronic reports be customized by users within the bank's online platform?
13. Can these customized reports be saved? Can the templates be shared with other users?
14. Can electronic reports be scheduled to generate automatically and e-mailed to designated users?
15. How many business days of balance history are stored on the reporting system for each report type including previous day, statements, analysis, deposit and check images, etc.?
16. If there are differences in information available for current day and previous day reporting, describe the differences.
17. Are longer retention options available? Indicate related costs.
18. The Clerk currently receives email notifications for various activities and transactions. Provide a list of email notifications that the Proposer's system would send when triggered by certain events.
19. Provide sample reports. Submit sample reports as part of Attachment 10, entitled "Samples."

T. RECONCILIATION SERVICES

1. Does the bank offer full and partial account reconciliation services (ARP)? Please discuss options.
2. What report options are available for full and partial reconciliation? Provide sample reports. Submit sample reconciliation reports as part of Attachment 10, entitled "Samples."
3. Describe the bank's deposit reconciliation services. How are daily deposits reported?

4. Please describe how reconciliation data is transmitted to the Clerk.

U. FOREIGN INSTRUMENTS

The Proposer must provide its most recent Availability Schedule for Instruments Drawn on Foreign Institutions, and describe the Proposer's process pertaining to a foreign instrument Deposited. This schedule shall be submitted as Attachment 21, entitled "Availability Schedule and Process for Instruments Drawn on Foreign Institutions." The Proposer must disclose their methodology for establishing foreign currency exchange rates, and describe any fees the Clerk may be charged. This information shall be written on Attachment 22, entitled "Foreign Exchange Rates and Fees."

V. TRANSACTION RESEARCH

Occasionally, the Clerk may request specific information from the Proposer in response to a public records request.

1. Within what time frame can the Proposer usually provide requested copies of documentation?
2. What delivery options are available?
3. Is there a separate fee for this service? How is the fee assessed?

W. DISASTER RECOVERY AND BUSINESS CONTINUITY

1. Describe the Proposer's disaster recovery and business continuity plans. Please provide applicable documents and descriptions as part of Attachment 30, entitled "Disaster Recovery and Business Continuity."
2. Does the proposer maintain and continually update a list of emergency contact personnel for clients?
3. Describe the Proposer's electronic data procedures and/or manual system used to provide banking services, along with backup and recovery capabilities, in the event of a disaster.
4. Where are off-site facilities located?
5. How quickly can the off-site facility be implemented in case of an emergency?
6. Provide a detailed description of the controls in place to insure the integrity of the funds transfer system.
7. Describe the types of insurance and bonding carried.
8. How often are emergency operations tested? How are they tested?
9. Please provide an audit report of your last disaster recovery exercise. Submit this

report as part of Attachment 30, entitled “Disaster Recovery and Business Continuity.”

X. ACCOUNT REPORTING

1. Describe the frequency and format of reports that the Proposer would provide to the Clerk. At minimum, these should include:
 - Account Statements
 - Account Reconciliation Reports
 - Analysis Statements
 - Deposit Adjustment Notices
 - Returned Item Notices
 - Alerts and Notifications
 - Intraday Activity Report
 - Previous Day Activity Report
 - Wire Confirmations
2. Will the account reporting system provide beginning and ending ledger (book) balances, collected balances, available balances and float assignment?
3. What current-day reporting is available through the reporting system?
4. For how many business days is data stored on the Proposer’s reporting system and available for the Clerk to access?
5. What technical specifications will be required of the Clerk’s system?
6. The Proposer must have the capability to provide full reconciliation services with payee positive pay protection services. Electronically provided images of all paid items must be provided to the Clerk by output file images for monthly uploads that support the applicable Clerk and BOCC accounts. At this time, the BOCC TPA accounts also receive paid item images by file transmission. However, TPA contracts may change and require alternative delivery methods. What delivery methods does the Proposer provide for paid items? What percentage of the Proposer’s paid items are processed as IRDs versus paper?
7. Provide automated balance reporting services for all accounts. Ledger and collected balances should be available for opening and current day. Transaction details for prior and current day should include debit and credits (i.e. wire transfers, ACH transactions, bankcard deposits, ZBA transfers).
8. Is the Proposer willing/able to develop customized reports? If so, please provide specific pricing information.

9. Include sample reports and records as Attachment 10, entitled "Samples."

Y. IMAGE PROCESSING

1. Describe the Proposer's current image processing capabilities.
 - a. Does the Proposer's image capabilities include online access to returned items and deposit adjustment images?
 - b. What are the hardware and software requirements?
2. Does the Proposer offer image transmission of paid items? If so, please discuss this service in more detail.

Z. OVERDRAFTS

1. It is not the intention of the Clerk to overdraw any account. In the event of an overdraft, all checks presented for payment which match the outstanding checks issued on the payee positive pay files, must be paid. The Clerk or designee shall confirm wires or ACH transfers that will result in an overdraft. The Proposer shall complete the wire/ACH transfer after confirmation. No service fee shall be charged to the Clerk for overdrafts.
2. Should an overdraft occur, the amount of the overdraft is to be deducted from the respective account balance before calculating the overnight interest earnings. Reductions to the cash balances available for investment must be shown on the monthly investment activity statement.
3. Describe the bank's policies concerning daylight balance overdrafts. Indicate whether this is applied to each individual account or across all accounts of a client relationship.

AA. STOP PAYMENTS

Stop payment orders will usually be initiated electronically. On rare occasions it may be necessary to initiate a stop payment by telephone. When the Clerk initiates stop payment orders, the Proposer will immediately inform the Clerk electronically if the check has been paid and provide an image of the paid item to the Clerk. If not paid, the Proposer will provide an electronic confirmation of the stop payment. Stop payments shall be effective for a period of not less than eighteen months. Cancellation of a stop payment order will be processed in the same way as the stop payment order (electronically or by telephone). All checks paid by the Proposer after a stop payment order has been confirmed will be the responsibility of the Proposer.

1. What term options are available for online stop payments? What are the fees for stop payment requests for various terms?
2. Are stop payment requests effective immediately? If not, how long does it take for a stop payment request to become effective?
3. Will the system automatically verify if a check has been paid before processing the stop payment request?
4. Can stop payments be automatically renewed? If so, for how long? What are the associated fees for each renewal, if any?

BB. PAYEE POSITIVE PAY

1. The Clerk currently uses payee positive pay as a fraud prevention tool. Please provide information on Proposer's positive pay service. Please explain when unmatched items (exceptions) are available to view and when decisions to pay or to not pay need to be sent to the Proposer.
2. What are the positive pay transmission submission time deadlines? What transmission method does the Proposer recommend the Clerk use to transmit files to the Proposer?
3. Does the Proposer offer teller positive pay? How often does the Proposer update the teller system on a daily basis?
4. What is the Proposer's policy regarding an individual attempting to cash a check that is not listed on the teller system?
5. There may be several days in a year when the Clerk's Office is closed, but the Proposer's office is open. Please explain the recommended solution for handling these situations as it pertains to an unmatched item (exception).
6. Can individual items, such as voided checks, be cancelled from the outstanding issue records? Describe the process.
7. What is the Proposer's policy on stale dated checks? How does the Proposer's positive pay system treat stale dated items?
8. Does the bank offer the ability to manually enter one-time check disbursements issued outside of the regular batch file? Please describe.
9. Does the bank provide automatic file receipt acknowledgements? If so, how is the acknowledgement transmitted?
10. How will the Clerk be notified of exception items? Can an e-mail notification be sent to specific users alerting them that there is an exception item to review?
11. Will an image of the exception item be available for viewing in the e-mail or would the user be required to log in to the bank's website?

12. Does the bank offer a “do not pay” default?
13. Can stale-dated checks be reported as exception items?
14. Does the Proposer require positive pay services on all demand deposit accounts, even on accounts with no check writing functionality? Can accounts be designated as “post no checks” to prevent potential fraud? What is the cost to make this account designation?

CC. REMOTE DEPOSIT

1. Please provide information on your remote deposit capabilities. If the service is not available, please address when it may become available to the Clerk.
2. Please indicate the processing hours for accepting a remote deposit file during the week and on weekends.
3. Please describe the type of equipment available to the Clerk? Currently, the Clerk uses a single feed scanner but there may be future need for a multi-tray feeder system.
4. Does the Proposer’s system allow for separation of duties (i.e. one employee runs the work and another releases checks to the bank)?
5. Does the Proposer’s system have a check balance feature that requires check batch totals to balance before the batch is sent to the Proposer?
6. Does the Proposer’s system coordinate with account reconciliation services for location reporting? Currently, multiple locations (sites) bring their deposits to a central location for remote deposit processing. Since there is no MICR encoded deposit ticket for remote deposits, how does the system provide for location reporting if the deposit is centrally processed?
7. Does the system use OCR to read checks? If so, what data is captured from the checks scanned? In addition to the check amount, number and date, will it read the payer’s name?
8. What supplemental data can be entered for each deposit and for each deposit item?
9. What type of confirmation is generated upon the successful submission of a deposit?
10. When would remote deposits be available for intraday and previous day reporting?
11. When are the deposit and deposit item images available online?
12. Please highlight the Proposer’s quality control checkpoints and the components that are directly controlled to ensure that a remote deposit is received by the bank.
13. Please provide guidelines the Clerk must follow for destruction of imaged checks once a remote deposit has been received at the bank.

14. Is there a limit on the number of checks that can be contained in a single deposit?
15. Can checks be automatically endorsed with the bank's RDC service? Is the automatic endorsement an electronic image or printed on the check?

DD. WEB PAYMENTS

Please describe the Proposer's ability to assist in collecting payments over the web. Does the Proposer offer full host, partial host or gateway services? Does the Proposer offer a mobile web application for customer payments? Please describe the Proposer's ability to capture and transmit remittance detail, such as account or invoice number and other data for automated posting of accounts receivable records.

EE. ELECTRONIC PAYMENT SERVICES

Please describe the Proposer's ability to assist the Clerk in receiving payments through electronic payment services such as merchant cards, ACH credit/debit and eChecks.

1. Does the Proposer offer multi-function / PCI / EMV compliant card readers? If so, please describe the capability of the readers related to credit and debit card functions and the related equipment costs.
2. Does the Proposer provide merchant card services for over-the-counter, phone/voice access, web, and text payments? If so, please provide the cost structure for services.
3. Does the Proposer offer other electronic payment options such as e-check or contactless, no-swipe payments options? If so, please provide the costing for the services.
4. Does the Proposer have a merchant website that provides access to data and reporting tools to track and analyze card processing details? If so, does the website provide the ability to receive, view and respond to chargebacks? Does it provide the ability to initiate disputes online?

FF. ADDITIONAL SERVICES

1. Include information on any other cash management services currently provided or planned by the Proposer that may benefit the Clerk. The Proposer may submit this information in Attachment 23, entitled "Additional Services."
2. Does the Proposer provide lockbox services? If so, provide a pricing schedule for the lockbox services.

3. Does the Proposer provide merchant services? If so, provide a pricing schedule for the merchant services.
4. Does the Proposer provide *account validation services*, where the Clerk may check if the bank account to be used for an ACH or wire transfer payment is in the name of the recipient. The purpose of account validation services is to prevent payments to unauthorized or unintended recipients. If the account validation service is provided, provide a description as well as a pricing schedule.
5. Does the Proposer provide investment custody services? The Clerk currently has an investment custodian. If the Proposer is willing to provide such services as a part of the banking services contract, provide a description of the Proposer's services as an investment custodian, and the pricing schedule. State whether a SOC 1 report on suitability of the design and operating effectiveness report regarding the Proposer's internal controls has been prepared and if it is available upon request. Having or not having these custodian services (if offered by the Proposer through a response through this RFP) would be at the sole option of the Clerk.
6. Is the Proposer approved by the Florida Department of Financial Services to provide investment custody services? If so, provide a print screen of the approval from the state of Florida or other documentation.

GG. BANK FEES

1. Provide the proposed prices for the list of banking services as presented on the Prices and Services Chart in Section IV. Prices must be guaranteed against increase for the initial four (4) year term of the contract.
2. The Clerk requires pre-numbered deposit slips, i.e. MICR encoded with a customer reference number (3 to 6-digit site number followed by the ABA and bank account numbers). Would the Proposer provide these deposit slips, outsource the orders to a third party vendor, or require the Clerk to purchase them direct from a vendor?
3. Is there a fee or other assessment to the Clerk for FDIC insurance? If so, how does the Proposer calculate the charge? Provide an example of the calculation.
4. Does the Proposer charge for use of uncollected funds? If so, how is the charge calculated?
5. How soon after the close of the billing period is the account analysis available to the Clerk?
6. If a discrepancy in pricing or volume is identified on the analysis, the Clerk will require a corrected invoice prior to payment. What is the Proposer's process for adjustments

to analysis changes?

7. Is the Proposer's account analysis available electronically online?
8. Analysis charges must be invoiced to the Clerk rather than charged to a bank account. If a fee is mistakenly charged to a bank account, describe the procedures used to adjust bank statements and to assure a corresponding adjustment to the account analysis statement. How is the adjustment handled if the analysis period has already ended?
9. Are you willing to offer any transition or retention incentives?

HH. PAYMENT FOR BANKING SERVICES

The Clerk will pay for all service charges associated with the monthly activity for each account pursuant to contracted rates and in accordance with the Local Government Prompt Payment Act, beginning with Section 218.70, Florida Statutes. The Proposer is not permitted to deduct fees from the bank accounts directly in accordance with Section 215.322, Florida Statutes. The account analysis statement should show average ledger balances and average net collected balances, along with itemized monthly activity of each account and services activity cost associated with each. Currently, the Clerk has (3) groups of accounts for analysis. The first group is for all accounts established in the name of the Clerk under FEIN 59-6000662. Second is a stand-alone interest bearing account under FEIN 59-6000662. The third group is for all accounts established by the Clerk for the Hillsborough County Florida Board of County Commissioners (BOCC) under FEIN 59-6000661. All groups are to be invoiced to the Clerk separately by group.

II. CONVERSION AND IMPLEMENTATION

1. Describe a conversion plan to establish accounts as directed by the Clerk and transfer funds to those accounts in the Proposer's financial institution.
2. What amount of lead-time will be necessary before the conversion begins?
3. Please describe the plan for educating and training the Clerk's employees in the use of the Proposer's systems.
4. Indicate any and all costs associated with conversion or training as Attachment 24, entitled "Conversion or Training Costs."
5. Provide a detailed description of the implementation process, including testing and a sample implementation schedule.
6. What is the lead-time required for implementation?
7. Does the Proposer assign an implementation team? If so, please describe the team. In

addition, is an Implementation Manager assigned?

8. The responses to questions (5-7) are to be submitted as Attachment 26, entitled “Implementation Process and Schedule.”

JJ. SAMPLE CONTRACT(S)

1. Provide a copy of all proposed agreements that will be required to initiate a master banking services agreement. These required samples must be submitted as Attachment 27, entitled “Samples: Contracts/Agreements.”

KK. EXHIBIT 1 - COLLECTION SITES

CLERK COLLECTION SITES

	SITE	SITE NAME
1	024	EDGEComb COURTHOUSE - CUSTOMER SERVICE CENTER
2	002	OFFICIAL RECORDS
3	005	BOND DIVISION
4	003	PLANT CITY COURTHOUSE
5	060	BRANDON REGIONAL SERVICE CENTER

BOCC COLLECTION SITES

	SITE	SITE NAME
1	001	CLERK - COUNTY FINANCE-OTC
2	002	CLERK - COUNTY FINANCE-EFT
3	003	ESQA – ENTERPRISE SOLUTIONS & QUALITY ASSURANCE
4	005	ECONOMIC DEVELOPMENT
5	007	ECONOMIC DEVELOPMENT-SMALL BUSINESS DEVELOPMENT CENTER
6	010	CLERK-BOCC RECORDS/VAB
7	011	ENVIRONMENTAL PROTECTION COMMISSION
8	012	CHILDREN'S SERVICES
9	013	CHILDREN'S SERVICES - HEAD START
10	016	CRIMINAL JUSTICE
11	019	MANAGEMENT & BUDGET
12	020	COMMUNICATIONS-HTV
13	021	CODE ENFORCEMENT
14	023	AFFORDABLE HOUSING
15	025	CITIZEN'S BOARD SUPPORT
16	026	PUBLIC WORKS-FISCAL & ADMINISTRATION
17	027	PLANNING COMMISSION
18	028	PROCUREMENT SERVICES
19	031	SOLID WASTE-NW TRANSFER STATION SCALE HOUSE
20	032	SOLID WASTE-SOUTH COUNTY TRANSFER STATION SCALE HOUSE
21	033	SOLID WASTE-SOUTHEAST COUNTY LANDFILL SCALE HOUSE
22	034	SOLID WASTE-ADMINISTRATION
23	035	SOLID WASTE-RESOURCE RECOVERY FACILITY
24	041	FIRE RESCUE/FIRE MARSHALL
25	047	CONSERVATION & ENVIRONMENTAL LANDS MANAGEMENT-UPPER TAMPA BAY
26	048	CONSERVATION & ENVIRONMENTAL LANDS MANAGEMENT-LETTUCE LAKE
27	049	CONSERVATION & ENVIRONMENTAL LANDS MANAGEMENT-EUREKA SPRINGS
28	050	CONSERVATION & ENVIRONMENTAL LANDS MANAGEMENT-ALDERMANS FORD
29	051	CONSERVATION & ENVIRONMENTAL LANDS MANAGEMENT-LITHIA SPRINGS
30	052	CONSERVATION & ENVIRONMENTAL LANDS MANAGEMENT-EDWARD MEDARD
31	054	PARKS & RECREATION-JC HANLEY ATHLETIC COMPLEX-MAJOR SPORTS
32	055	PARKS & RECREATION-FISCAL SERVICES
33	056	CONSERVATION & ENVIRONMENTAL LANDS MANAGEMENT-WILDERNESS PARK
34	057	CONSERVATION & ENVIRONMENTAL LANDS MANAGEMENT-LAKE PARK
35	058	PARKS & RECREATION-ED RADICE
36	061	PUBLIC UTILITIES-TWIGGS STREET
37	063	PUBLIC UTILITIES-BRANDON

	SITE	SITE NAME
38	064	PUBLIC UTILITIES-LOCKBOX II-THE PAYMENT CENTER
39	075	SUPERVISOR OF ELECTIONS
40	076	MEDICAL EXAMINER
41	106	AGING SERVICES
42	161	PET RESOURCES
43	162	PET RESOURCES
44	171	DEVELOPMENT SERVICES-COUNTY CENTER
45	172	DEVELOPMENT SERVICES-APOLLO BEACH
46	185	CONSERVATION & ENVIRONMENTAL LANDS MANAGEMENT-E.G. SIMMONS
47	200	TAMPA FREE (ADMINISTRATION)
48	201	LIBRARY SERVICES-JOHN F. GERMANY - MAIN BRANCH
49	202	LIBRARY SERVICES-JOHN F. GERMANY - FINE ARTS
50	203	LIBRARY SERVICES-BRANDON REGIONAL
51	204	LIBRARY SERVICES-AUSTIN DAVIS
52	205	LIBRARY SERVICES-BLOOMINGDALE REGIONAL
53	206	LIBRARY SERVICES-LUTZ
54	207	LIBRARY SERVICES-NORTH TAMPA
55	208	LIBRARY SERVICES-JIMMIE B. KEEL REGIONAL
56	209	LIBRARY SERVICES-CHARLES J. FENDIG
57	210	LIBRARY SERVICES-PORT TAMPA CITY
58	211	LIBRARY SERVICES-RIVERVIEW
59	212	LIBRARY SERVICES-RUSKIN
60	213	LIBRARY SERVICES-SEMINOLE HEIGHTS
61	214	LIBRARY SERVICES-TOWN N COUNTRY REGIONAL
62	215	LIBRARY SERVICES-WEST TAMPA
63	216	LIBRARY SERVICES-ROBERT W. SAUNDERS
64	217	LIBRARY SERVICES-C. BLYTHE ANDREWS JR.
65	218	LIBRARY SERVICES-THONOTOSASSA
66	220	LIBRARY SERVICES-78TH STREET
67	221	LIBRARY SERVICES-NEW TAMPA REGIONAL
68	222	LIBRARY SERVICES-SEFFNER MANGO
69	223	LIBRARY SERVICES-EGYPT LAKE PARTNERSHIP
70	224	LIBRARY SERVICES-JAN K. PLATT REGIONAL
71	225	LIBRARY SERVICES-UPPER TAMPA BAY REGIONAL
72	226	LIBRARY SERVICES-SOUTHSHORE REGIONAL
73	227	LIBRARY SERVICES-NORMA & JOSEPH ROBINSON PTR
74	250	HEALTH CARE SERVICES
75	276	SUNSHINE LINE
76	325	LIBRARY SERVICES-JAMES J LUNSFORD LAW LIBRARY
77	332	FACILITIES-REAL ESTATE
78	334	HUMAN RESOURCES
79	335	COUNTY ATTORNEY
80	339	FLEET MANAGEMENT
81	340	REAL ESTATE & FACILITIES SERVICES
82	345	13TH JUDICIAL CIRCUIT COURT - COURT ADMINISTRATION
83	346	INFORMATION & INNOVATION OFFICE
84	501	PARKS & RECREATION-APOLLO BEACH RC
85	504	PARKS & RECREATION-BETHUNE RC
86	505	PARKS & RECREATION-BRANDON RC
87	508	PARKS & RECREATION-COUNTRY PLACE RC
88	511	PARKS & RECREATION-EGYPT LAKE RC
89	513	PARKS & RECREATION-GARDENVILLE RC
90	514	PARKS & RECREATION-JACKSON SPRINGS RC
91	517	PARKS & RECREATION-KEYSTONE RC
92	519	PARKS & RECREATION-MANGO RC
93	520	PARKS & RECREATION-MORGANWOODS RC
94	526	PARKS & RECREATION-PROGRESS VILLAGE RC
95	527	PARKS & RECREATION-PROVIDENCE WEST RC
96	528	PARKS & RECREATION-RIVERVIEW RC
97	529	PARKS & RECREATION-ROY HAYNES RC
98	530	PARKS & RECREATION-RUSKIN
99	533	PARKS & RECREATION-THONOTOSASSA RC
100	534	PARKS & RECREATION-TOWN & COUNTRY RC
101	535	PARKS & RECREATION-TURKEY CREEK RC
102	536	PARKS & RECREATION-WINSTON RC
103	539	PARKS & RECREATION-RIVERVIEW CIV CTR
104	545	PARKS & RECREATION-ALL PEOPLES LIFE CTR

	SITE	SITE NAME
105	547	PARKS & RECREATION-NORTHDALÉ RC
106	548	PARKS & RECREATION-CARROLLWOOD MD RC
107	549	PARKS & RECREATION-VALRICO RC
108	550	PARKS & RECREATION-WESTCHASE
109	551	CONSERVATION & ENVIRONMENTAL LANDS MANAGEMENT-REGIONAL ADMIN
110	552	CONSERVATION & ENVIRONMENTAL LANDS MANAGEMENT
111	553	CONSERVATION & ENVIRONMENTAL LANDS MANAGEMENT-LAKE ROGERS
112	554	PARKS & RECREATION-BAKAS
113	555	PARKS & RECREATION-WILLIAM OWENS PASS
114	556	CONSERVATION & ENVIRONMENTAL LANDS MANAGEMENT-BELL CREEK
115	557	PARKS & RECREATION-BRANCHTON
116	558	PARKS & RECREATION-WATERSET SPORTS COMPLEX
117	559	PARKS & RECREATION-NEW TAMPA PERFORMING ARTS CENTER
118	560	PARKS & RECREATION-CARROLLWOOD VILLAGE

LL. EXHIBIT 2 – CURRENT CHART OF BANK ACCOUNTS

CLERK ACCOUNTS

Master Account

- ▶ Consolidated Account – Public Funds Non-Interest Checking

Checking Accounts

- ▶ Payroll Account – ZBA – Offset by Debit to Master/Consolidated Account
- ▶ Jury Witness Account
- ▶ Support Account
- ▶ Transportation Improvement Surtax Trust Fund Account (Stand-Alone for Interest and Analysis)

Special Purpose Accounts

- ▶ DOR/ACH Account
- ▶ Wire Transfer Sub-Account
- ▶ Tax Deposit Account

BOCC ACCOUNTS

Master Account

- ▶ Concentration Account

Checking Accounts

- ▶ Disbursement Account – ZBA – Offset by Debit to Master/Concentration Account
- ▶ Payroll Account – ZBA – Offset by Debit to Master/Concentration Account
- ▶ Preferred Governmental Claims Solutions (PGCS) – DDA/Checking - TPA Disbursement Account

Deposit Accounts

- ▶ Deposit Account – ZBA – Offset by Credit to Master/Concentration Account
- ▶ Deposit Account–Utilities – ZBA – Offset by Credit to Master/Concentration Account

Special Purpose Account

- ▶ ACH Settlement Account

External Accounts (not included in this RFP)

- ▶ Cigna Health – Citibank and JPMorgan Chase

REQUEST FOR PROPOSAL NUMBER 01/25

PART IV

PROPOSAL

BANKING SERVICE

REQUEST FOR PROPOSAL NUMBER: **01/25**

PROPOSAL BY

PROPOSER NAME: _____

PROPOSER ADDRESS: _____

PROPOSER REPRESENTATIVE: _____

PROPOSER PHONE NUMBER: _____

PROPOSER EMAIL ADDRESS: _____

By signing this Proposal, the undersigned Proposer affirms its Proposal is made without any understanding, contract, or connection with any other person, firm or corporation providing a Proposal for the same purpose, and its Proposal is in all respects fair and without collusion or fraud. The undersigned Proposer understands that its Proposal must be signed in ink and that an unsigned Proposal will be considered incomplete and subject to rejection by the Clerk.

Subject to the Deviations stated in this Proposal, in Attachment 5 entitled "Deviations", if any, the undersigned represents that the Proposer accepts and its Proposal complies with the terms, conditions, mandates and other provisions of the Proposal documents.

Further, the signing of this Proposal affirms the Proposer has read and understands the Proposal documents and its information submitted in the Proposal is true.

IN WITNESS WHEREOF, the Proposer responds in accordance with the Proposal Documents as follows:

A. Proposal Submittals (Attachment 1)

Where appropriate, the Proposer shall submit the Proposal with cuts, sketches, descriptive literature and complete specifications for the items proposed and offered, including environmental requirements; all such materials to become the property of the Clerk. References to previously submitted material or to documents not submitted with the Proposal in the form or manner requested, or to material in a previously submitted Proposal, will be grounds for rejection of the Proposal. The Proposer must submit responses to the questions asked throughout Part III, Detailed Specifications. Repeating the question is not necessary, only answers are required. The answers to each question are to be identified by section and number (example: Section K.4.b.). The above information shall be written on Attachment 1, entitled "Proposal Submittals."

B. Proposal Conflict of Interest (Attachment 2)

The award hereunder is subject to the provisions of PART III of Chapter 112, Florida Statutes. All Proposers must disclose with their Proposal the name of any officer, director or agent who is also an employee of the Clerk. All Proposers must disclose on Attachment 2, entitled "Proposal Conflict of Interest" the name of any Clerk employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Proposer's organization or any of its branches, or of any sub-contractor. If there are no conflicts as described above, the Proposer shall so state in the Attachment.

C. References (Attachment 3)

The Proposer shall submit a minimum of three (3) references: include county or local governmental references, if possible. The Proposer shall submit references reflecting work experience with organizations requesting similar quantity as required in the Proposal Specifications. Please include one reference for a new client that implemented your services in the past 12 months. The Proposer must provide locations, client/contact names, addresses, phone numbers, services provided and the length of time Proposer has worked for each reference submitted. Describe the experience of the financial institution in providing similar services to counties within the state of Florida. The above information shall be written on Attachment 3, entitled "References."

D. Terminations/Rejections/Suits (Attachment 4)

The Proposer shall respond to the questions presented in Attachment 4, entitled "Terminations/Rejections/Suits." The intent of this Attachment is to confirm every occasion that a client has terminated or not renewed the Proposer's Contract due to non-performance; occasions when the Proposer's Proposal involving any item contained in this Proposal was rejected, and every occasion the Proposer has been involved in a lawsuit involving the performance of any item contained in this Proposal. If there are no terminations/rejections/suits as described above, the Proposer shall so state in the Attachment.

E. Deviations (Attachment 5)

The Proposer shall state every deviation to the Proposal documents upon which the Proposal is based. Otherwise, the Proposal will be considered as being made in strict compliance with and subject to the Proposal documents, and any

Deviations contained in the Proposal, but not specifically described in the Deviations Attachment shall be waived. In the instances in which a deviation is listed in Attachment 5, the Proposal may be rejected by the Clerk for failure to meet exact requirements; except, however, said Proposal may not be subject to rejection where, in the sole discretion of the Clerk, the deviation is considered to be non-material, equal to, or better than the requirements of the Proposal documents, or where such deviation does not destroy the competitive character of the Proposal or the Proposal process. The Proposal must clearly and separately discuss and explain any deviation or exception to this Proposal document and reference the general Proposal document paragraph and clause to which the deviation refers. The above information shall be written on Attachment 5, entitled "Deviations." If there are no Deviations as described above, the Proposer shall so state in the Attachment.

F. Audited Financial Reports (Attachment 6)

Proposer must provide their latest audited financial report, preferably as an internet web address to their published financial reports. If published financial reports are not posted, then a printed copy must be provided instead. If requested by the Proposer through Attachment 6, financial reports shall be treated as confidential information and will not become part of the Proposer's response which may be viewed by the public. The Proposer shall attach the above report to Attachment 6, entitled "Audited Financial Reports."

G. Statement on Public Entity Crimes (Attachment 7)

The Proposer must sign a statement under Section 287.133, Florida Statutes, on Public Entity Crimes and return as Attachment 7, entitled "Statement on Public Entity Crimes." Failure to do so may constitute grounds for rejection of this Proposal.

H. Equal Employment Opportunity Statement (Attachment 8)

The Proposer must sign an Equal Employment Opportunity Statement and return as Attachment 8, entitled "Equal Employment Opportunity Statement." Failure to sign this Equal Employment Opportunity Statement may constitute grounds for rejection of this Proposal. The Proposer assures the Clerk that said Proposer is in compliance with all applicable laws concerning discrimination, and the Proposer understands that this Agreement is conditioned upon the veracity of the Statement of Assurance.

I. Business Information Affidavit and Non-Resident Business Certification (Attachment 9)

Proposers are to provide their Business Information on Attachment 9, entitled "Business Information Affidavit and Non-Resident Business Certification."

Proposers who are non-resident corporations shall furnish to the Clerk a duly certified copy of their permit to transact business in the state of Florida. The Proposer shall attach the certified copy to Attachment 9, entitled "Business Information Affidavit and Non-Resident Business Certification." Failure to submit this evidence of qualification to do business in the state of Florida may constitute grounds for rejection of this Proposal.

J. Samples (Attachment 10)

Proposer must submit samples as required and notated in the Detailed Specifications, PART III of this RFP. The samples must be submitted as

Attachment 10, entitled "Samples."

K. Electronic Copy (Attachment 11)

Each Proposer shall submit one (1) electronic copy on a flash drive of their responses to the questions asked throughout Part III, Detailed Specifications section of the RFP. The above information shall be provided as Attachment 11, entitled "Electronic Copy."

L. Indemnification and Insurance Requirements (Attachment 12)

It is understood that any Proposer awarded a Contract under this Request for Proposal shall maintain the appropriate insurances for the total time period of this contract, including any Extensions. The Proposer must sign a statement on Indemnification and Insurance Requirements and return as Attachment 12, entitled "Indemnification and Insurance Requirements." Failure to sign this "Indemnification and Insurance Requirements" statement may constitute grounds for rejection of this Proposal.

M. Certification Regarding Debarment (Attachment 13)

The Proposal must include a completed and signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Contracts/Subcontracts. The certification shall be returned as Attachment 13, entitled "Certification Regarding Debarment."

N. Certification Regarding Scrutinized Companies (Attachment 14-A)

The Proposal must include a completed, signed, and notarized Certification Regarding Scrutinized Companies List, including the Boycott Israel List, and Business Operations in Cuba/Syria. The certification shall be returned as Attachment 14-A, entitled "Certification Regarding Scrutinized Companies."

Foreign Country of Concern Attestation (Attachment 14-B)

The Proposal must include a completed and signed Foreign Country of Concern Attestation. The attestation shall be returned as Attachment 14-B, entitled "Foreign Country of Concern Attestation."

Human Trafficking Affidavit (Attachment 14-C)

The Proposal must include a completed, signed, and notarized Human Trafficking Affidavit. The affidavit shall be returned as Attachment 14-C, entitled "Human Trafficking Affidavit."

O. Executive Summary (Attachment 15)

Proposers shall include an Executive Summary of not more than two (2) pages which highlight each of the key areas of the Proposal and that summarizes the Proposer's case as to why they should be selected. The above information shall be provided as Attachment 15, entitled "Executive Summary."

P. Branch Offices (Attachment 16)

1. The Clerk desires that branches be available throughout Hillsborough County for payees to cash checks received from the BOCC.
2. The Proposer must provide a complete listing of branch offices, their location, services and hours of operation. In addition, information regarding all reasonably anticipated branch office closings or openings should be provided. The above information shall be written on Attachment 16, entitled "Branch Offices."

Q. Banking Personnel Information (Attachment 17)

1. The Proposer shall provide biographical information on all bank officers that will be directly involved in the management of the Clerk's accounts; who the primary contact will be and what experience these officers have in working with governmental clients. Please include customer service staff (if assigning a dedicated representative).
2. Provide an organizational chart for the personnel who will be associated with the Clerk's accounts, including the roles of each person, and illustrating the relationship among the personnel. The above information shall be written on Attachment 17, entitled "Banking Personnel Information."

R. Qualified Public Depository Documents (Attachment 18)

The Proposer must provide documentation that the Proposer is a Qualified Public Depository as described in Part III, Section C.

Social, Political, or Ideological Activism Prohibited in Banking, Investment and Financing Decisions

In accordance with Florida Statutes, banking services, investments, investment managers, and other service providers are required to use "pecuniary factors" and to not sacrifice investment return or undertake additional investment risk to promote nonpecuniary factors such as the furtherance of social, political, or ideological interests. Pecuniary factors are factors prudently expected to have a material effect on risk or returns of an investment based on appropriate investment horizons consistent with applicable investment objectives and funding policy. In addition there are Prohibitions against considering social, political, or ideological interests in government contracting. For additional information, see Sections 218.415, 287.05701, 215.855, Florida Statutes.

The Proposer must state if currently in compliance with Sections 218.415, 287.05701, 215.855, Florida Statutes, and the Proposer must ensure that it will immediately notify the Clerk's Finance Director, County Finance Department, if the Proposer falls out of compliance with the Florida Statutes cited in this paragraph.

The Proposer's responses should be clearly marked "Qualified Public Depository Documents" and "Statement on Prohibited Social, Political, or Ideological Activism" submitted as Attachment 18.

S. Interest Rates (Attachment 19)

The Proposer must indicate the rate of interest it will pay on the investment of the Clerk's account balances in interest bearing accounts and ECR funds on Attachment 19, entitled "Interest Rates," including an interest rate on excess

balances.

T. Overnight Sweep Investment (Attachment 20)

In order to maximize investment earnings, the Clerk would like to utilize an overnight “sweep” arrangement, wherein an overnight sweep investment is entered into each business day. At the end of each business day, all account balances (collected funds, float, etc.) in various specified accounts (less the amount required for the bank to maintain its reserve requirement) are swept into an overnight investment. The Proposer has the option to offer other alternatives to overnight sweep arrangements. Provide earnings history for overnight sweep investment agreements or any other appropriate sweep facility for the last twelve (12) months. The Proposer must provide full documentation of earnings history and any alternatives with the Proposal, including associated risks of the alternative approaches. Submit this information as Attachment 20, entitled “Overnight Sweep Investment.”

U. Availability Schedule and Process for Instruments Drawn on Foreign Institutions (Attachment 21)

The Proposer must provide its most recent Availability Schedule for Instruments Drawn on Foreign Institutions, and describe the Proposers process pertaining to a foreign instrument deposited in the Clerk’s deposit account. This schedule shall be submitted as Attachment 21, entitled “Availability Schedule and Process for Instruments Drawn on Foreign Institutions.”

V. Foreign Exchange Rates and Fees (Attachment 22)

The Proposer must disclose their methodology for establishing foreign currency exchange rates, and describe any fees the Clerk may be charged. This information shall be written on Attachment 22, entitled “Foreign Exchange Rates and Fees.”

W. Additional Services (Attachment 23)

The Proposer shall use Attachment 23, entitled “Additional Services” to provide information on banking services the Proposer could provide, but were not requested in this RFP. Include information on any cash management services currently provided or planned by the Proposer that may benefit the Clerk. If there are no Additional Services as described above, the Proposer shall so state on Attachment 23.

X. Conversion or Training Costs (Attachment 24)

The Proposer shall use Attachment 24, entitled “Conversion or Training Costs” to document any costs which will be charged to the Clerk. If there are no costs for Conversion or Training, the Proposer shall so state on Attachment 24.

Y. Deposit Availability Schedule (Attachment 25)

The Proposer shall use Attachment 25, entitled “Deposit Availability Schedule” to provide a copy of the availability schedule that will apply to deposits into the Clerk’s accounts.

Z. Implementation Process and Schedule (Attachment 26)

The Proposer shall provide a detailed description of the implementation process and a sample implementation schedule. Responses to the questions requested in Part III, Section JJ shall also be provided as Attachment 26, entitled “Implementation Process and Schedule.”

AA. Samples: Contracts/Agreements (Attachment 27)

Proposer must submit Samples: Contracts/Agreements as required and notated in the Proposal Specifications (PART III). These samples must be submitted as Attachment 27, entitled "Samples: Contracts/Agreements."

BB. Current PCI Compliance Report (Attachment 28)

Proposer must submit a current PCI compliance report as Attachment 28, entitled "Current PCI Compliance Report."

CC. Deposit Preparation Guidelines or Procedures (Attachment 29)

Proposer shall provide their deposit preparation guidelines or procedures. This information shall be provided as Attachment 29, entitled "Deposit Preparation Guidelines or Procedures."

DD. Disaster Recovery and Business Continuity (Attachment 30)

Proposer shall provide a copy of Proposer's disaster recovery and business continuity plans. Proposer shall also provide an audit report of Proposer's last disaster recovery exercise. This information shall be provided as Attachment 30, entitled "Disaster Recovery and Business Continuity."

EE. Prices and Services Chart (Attachment 31)

The Clerk is immune from paying any and all taxes. The Proposer agrees that all taxes levied will be the sole responsibility of Proposer. The Clerk will furnish Proposer with a Certificate of Exemption. All Proposals must show the net Proposal price after allowable discounts have been deducted.

1. Each Proposer must use the Excel document, provided at the following link, to complete the Prices and Services Chart and submit the required information as Attachment 31, entitled "Prices and Services Chart."

<https://hillsclerk.com/documents/d/guest/rfp-0125prices-and-services-chart3192025-3-?download=true>

The document lists a summary of the annual volumes for the various types of services currently being utilized by the Clerk for Clerk and BOCC accounts for a current twelve-month period. Volumes are not guaranteed as minimums or maximums for the proposed contract period of this RFP.

2. Proposers must not alter the Excel document provided, except to enter the following required information.
 - a. Proposed Unit Price, for each item listed. The annual cost will automatically calculate based on the rounded unit price multiplied by the annual volume.
 - b. Additional Services: In addition, based on the information contained in this proposal, provide information, including unit pricing, for the additional services being proposed. Add lines as needed in the Prices and Services Chart.
 - c. Proposed amount of credit for conversion costs, where indicated in the document.

FF. Proposal Certification (Attachment 32)

The Proposer certifies before the undersigned notary that the information presented in the Proposal is correct and submits the required certification as Attachment 32, entitled "Proposal Certification."

ATTACHMENT 1
PROPOSAL SUBMITTALS

Acknowledged by:

Signature: _____

Name: _____

Title: _____

Proposer Name: _____

Date: _____

ATTACHMENT 2

PROPOSAL CONFLICT OF INTEREST

The Proposer identified below deposes and states that:

1. The below named Proposer is submitting an Expression of Interest for the Clerk project for Request for Proposal Number 01/25, Banking Services.
2. The Proposer has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.
3. The Proposer states that only one submittal for the above project is being submitted and that the below named Authorized Representative has no financial interest in other entities submitting proposals for the same project.
4. Neither the Proposer nor the below named Authorized Representative has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the Proposer's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
5. Neither the Proposer nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
6. Neither the Proposer, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
7. I certify that no member of the Proposer's ownership, management, or staff has a vested interest in any aspect of or department of the Clerk.
8. I certify that no member of the Proposer's ownership or management is presently applying for an employee position or actively seeking an elected position with the Clerk.
9. In the event a conflict of interest is identified in the provision of services, I, on behalf of the below named Proposer, will immediately notify the Clerk in writing.

Acknowledged by:

Signature: _____

Name: _____

Title: _____

Proposer Name: _____

Date: _____

ATTACHMENT 3

REFERENCES

Acknowledged by:

Signature: _____

Name: _____

Title: _____

Proposer Name: _____

Date: _____

ATTACHMENT 4

TERMINATIONS/REJECTIONS/SUITS

Respond to the following questions by answering "YES" or "NO." If you answer "YES", please explain in the space provided, please add a page(s) if additional space is needed.

1. Has Proposer, or any of its officers, received a reprimand of any nature or been suspended by the Department of Business and Professional Regulation or any other regulatory agency or professional association within the last five (5) years? _____(Y/N)
2. Has Proposer, or any member of Proposer, been declared in default, terminated or removed from a contract or job related to the services Proposer provides in the regular course of business within the last five (5) years? (Y/N)
3. Has Proposer had filed against it or filed any requests for equitable adjustment, contract claims or litigation in the past five (5) years that is related to the services Proposer provides in the regular course of business? _____(Y/N)
Note: If yes, the explanation must state the nature of the request for equitable adjustment, contract claim or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of the project identified.

Acknowledged by:

Signature: _____

Name: _____

Title: _____

Proposer Name: _____

Date: _____

ATTACHMENT 5

DEVIATIONS

Acknowledged by:

Signature: _____

Name: _____

Title: _____

Proposer Name: _____

Date: _____

ATTACHMENT 6
AUDITED FINANCIAL REPORTS

Acknowledged by:

Signature: _____

Name: _____

Title: _____

Proposer Name: _____

Date: _____

ATTACHMENT 7

STATEMENT ON PUBLIC ENTITY CRIMES

The Proposer identified below attests to the following:

1. I understand that a “public entity crime” as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any State or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. I understand that “convicted” or “conviction” as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crimes, with or without an adjudication of guilt, in any Federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
3. I understand that an “affiliate” as defined in Section 287.133(1)(a), Florida Statutes, means: A predecessor or successor of a person convicted of a public entity crime: or an entity under the control of any natural person who is active in the management of the entity and how has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
4. I understand that a “person” as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Note: indicate which of the below statements apply)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor the affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agent who are active in management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before an Administrative Law Jury of the state of Florida, Division of Administrative Hearings and the Final Order entered by the Administrative Law Jury determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (You must attach a copy of the final order.)

I understand that the submission of this form to the Clerk is for the Clerk only and, that this form is valid through December 31, of the calendar year in which it is filed. I also understand that I am required to inform the Clerk prior to entering in to a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two of any change in the information contained in this form.

Acknowledged by:

Signature: _____

Name: _____

Title: _____

Proposer Name: _____

Date: _____

ATTACHMENT 8

EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

The undersigned Proposer, by the signature below, represents that the foregoing information is true and correct. The undersigned Proposer, by the signature below, provides assurances to the Clerk of its compliance with federal, State and County affirmative action and equal employment opportunity requirements. The undersigned Proposer further assures that it and its subcontractors/sub-recipients facilities are accessible to the handicapped (if applicable).

IN WITNESS WHEREOF, this Equal Employment Opportunity Statement is hereby signed as of the date indicated.

PROPOSER

ATTEST

By: _____
Authorized Signature signed in ink before a
Notary Public

Witness

Typed name of person signing above

Witness

Title of person signing above

Date signed

Notary Public, State of

My commission expires

ATTACHMENT 9

BUSINESS INFORMATION AFFIDAVIT AND NON-RESIDENT BUSINESS CERTIFICATION

1. State the true, exact, correct and complete name of the company, __sole proprietorship, __partnership, __corporation, __trade or fictitious name under which you do business and the address of the principal place of business:

The correct name of the company is:

- a. FEIN/EIN Number: _____
 - b. Trade Mark Name: _____
-
2. If Proposer is a corporation, answer the following:
 - a. Date of Incorporation: _____
 - b. State of Incorporation: _____
 - c. President's Name: _____
 - d. Vice President's Name: _____
 - e. Secretary's Name: _____
 - f. Treasurer's Name: _____
 - g. Name and address of Resident (Florida) Agent: _____
-
3. If Proposer is an individual proprietorship or a partnership, answer the following:
 - a. Date of Organization: _____
 - b. Name, Address and Ownership Units of all Partners: _____

 - c. State whether general or limited partnership: _____
-
4. If Proposer is other than a sole proprietorship, corporation or partnership, describe the organization and give the name and address of principals:

5. If Proposer or company is an operation under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.
6. How many years has your organization been in business under its present business name?
7. Indicate registration, license number or certificate numbers for the businesses or professions which are the subject of the Proposal/Bid. Please attach certificate of competency and State registration.
8. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representative of owners with the most knowledge of work which you have performed or goods you have provided, and to which you refer (government owners are preferred as references).

(name)	(address)	(phone number)
(name)	(address)	(phone number)
(name)	(address)	(phone number)

THE PROPOSER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY THE CLERK IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY PROPOSER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE PROPOSER'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE CLERK TO REJECT THE BID OR PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

Acknowledged by:

Signature: _____

Name: _____

Title: _____

Proposer Name: _____

Date: _____

ATTACHMENT 10

SAMPLES

Acknowledged by:

Signature: _____

Name: _____

Title: _____

Proposer Name: _____

Date: _____

ATTACHMENT 11
ELECTRONIC COPY

Acknowledged by:

Signature: _____

Name: _____

Title: _____

Proposer Name: _____

Date: _____

ATTACHMENT 12

INDEMNIFICATION AND INSURANCE REQUIREMENTS

INDEMNIFICATION

The Clerk shall be held harmless against any and all claims for bodily injury, sickness, disease, death or personal injury, or damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services, for which, the Clerk is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the Proposer, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The Proposer agrees to indemnify the Clerk and pay the cost of the Clerk's legal defenses, including fees of attorneys as may be selected by the Clerk for all claims described in the hold harmless clause herein. Such payment on behalf of the Clerk shall be in addition to any and all legal remedies available to the Clerk and shall not be considered to be the Clerk's exclusive remedy.

It is agreed by the parties hereto that specific consideration has been received by the Proposer under this agreement for this hold harmless/indemnification provision.

INSURANCE REQUIREMENTS

The Proposer providing services under this agreement will be required to procure and maintain, at their own expense and without cost to the Clerk, until final acceptance by the Clerk of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts.

COVERAGE REQUIRED	UP TO VENDOR POLICY LIMITS, BUT WITH MINIMUM POLICY LIMITS OF:
Workers' Compensation *Certificates of exemption are not acceptable in lieu of workers compensation insurance	Employers Liability \$ 500,000 Each Accident \$ 500,000 Disease \$ 500,000
Commercial General Liability shall include- Bodily injury liability, Property Damage liability; Personal Injury liability and Advertising injury liability Coverages shall include: Premises/ Operations; Products/Completed Operations; Contractual liability; Independent Contractors	\$ 1,000,000 Per Occurrence \$ 1,000,000 General Aggregate
Comprehensive Auto Liability, CSL, shall include "any auto" or shall include all of the following: owned, leased, hired, non-owned autos, and scheduled autos.	\$ 1,000,000 Combined Single Limit \$ 1,000,000 General Aggregate
Bankers' Professional Liability, which is professional liability coverage explicitly targeted to the banking services sector and is also known as errors and omissions insurance.	\$5,000,000 Combined Single Limit
Cyber Risk Insurance	Indicate your ability to provide Cyber Risk Insurance, along with the amount of coverage per occurrence and general aggregate.

Certification:

It is noted that the Clerk has a contractual relationship with the named proposer, vendor, contractor or provider (collectively referred hereinafter as Contractor) applicable to a purchase order, work order, contract or other form of commitment by the Clerk, whether in writing or not and has no such contractual relationship with the Contractor's insurance carrier. Therefore, the onus is on the Contractor to insure that they have the insurance coverage specified by the Clerk to meet all contractual obligations and expectations of the Clerk. Further, as the Contractor's insurance coverage is a matter between the vendor and its insurance carrier, the Clerk will turn to the Contractor for relief as a result of any damages or alleged damages for which the Contractor is responsible to indemnify and hold the Clerk harmless. It is understood that the Contractor may satisfy relief to the Clerk for such damages either directly or through its insurance coverage; exclusions by the insurance carrier notwithstanding, the Clerk will expect relief from the Contractor.

- The insurance limits indicated above and otherwise referenced are minimum limits acceptable to the Clerk. Also, all Contractor policies shall to be considered primary to Clerk coverage and shall not contain co-insurance provisions.

- All policies, except for professional liability policies and workers compensation policies shall name the Clerk as Additional Insured.
- In the event that the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30 days prior to said expiration date.
- All limits are per occurrence and must include Bodily Injury and Property Damage.
- All policies must be written on occurrence form, not on claims made form, except for professional liability.
- Self-insured retentions shall not be allowed on any liability coverage.
- In the notification of cancellation: The Clerk shall be endorsed onto the policy as a cancellation notice recipient. Should any of the above described policies be cancelled before the expiration date thereof, notice shall be delivered to the Clerk in accordance with the policy provisions.
- All insurers must have an A.M. Best rating of at least A-VII.
- It is the responsibility of the Contractor to ensure that all subcontractors retained by the Prime Contractor shall provide coverage as defined herein before and after and are the responsibility of said Prime Contractor in all respects.
- Any changes to the coverage requirements indicated above shall be approved by the Clerk.
- Address of "Certificate Holder" is: Hillsborough County, Florida Clerk of Court & Comptroller; Attention: Contract Administrator; P.O. Box 1110 Tampa, Florida 33601; Phone: (813) 307-7039.
- All certificates of insurance, notices, etc. must be provided to the above address.

The Undersigned accepts and agrees to meet all of the insurance coverage requirements, terms, conditions and certification(s) stated herein before and after and further agrees to maintain and provide the designated coverage during the life of the identified document. Also, when the coverage requirements stated herein before and after are specifically referenced by applicable

solicitation, purchase order or contract document, those terms, conditions and coverage requirements are incorporated into that document as if fully set forth in verbatim.

Acknowledged by:

Signature: _____

Name: _____

Title: _____

Proposer Name: _____

Date: _____

ATTACHMENT 13

CERTIFICATION REGARDING DEBARMENT

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Contracts/subcontracts

I, the undersigned, certify that, in accordance with the debarment and suspension instructions listed below, the prospective Proposer certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any department or agency of the federal government or of any state or local government. Where the prospective Proposer is unable to certify to any of the statements in this certification, such prospective Proposer shall attach an explanation to this certification.

INSTRUCTIONS REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR CONTRACTS/SUBCONTRACTS

1. Each Proposer must sign this certification prior to execution of the contract. The Clerk reserves the right to consider any debarment as a disqualifying event, solely at the Clerk's discretion.

This certification is a material representation of fact upon which reliance is placed when this contract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Clerk may terminate the contract for cause based solely on this event.

2. The Proposer shall provide immediate written notice to the Clerk at any time the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The Clerk may rely upon a certification of a Proposer that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting.

This signed certification must be kept in the contract file. Subcontractor's certification must be kept at the Proposer's business location.

Acknowledged by:

Signature: _____

Name: _____

Title: _____

Proposer Name: _____

Date: _____

ATTACHMENT 14-A

**CERTIFICATION REGARDING SCRUTINIZED COMPANIES
FLORIDA STATUTE §287.135 COMPANY CERTIFICATION AFFIDAVIT**

The Affiant, _____, certifies and says:

1. If the contract is worth one million dollars or more, _____
(company) is not on the Scrutinized Companies with Activities in Sudan List or
the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created
pursuant to §215.473, Florida Statutes, and that it is not engaged in business
operations in Cuba or Syria;
2. Regardless of the amount of the contract, _____
(company) is not on the Scrutinized Companies that Boycott Israel List created
pursuant to §215.4725, Florida Statutes, nor is it participating in the boycott of
Israel.

**Under penalties of perjury, I declare that I have read the foregoing Affidavit and
that the facts stated in it are true.**

(Affiant)

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ____ physical presence or
____ online notarization, this ____ day of _____, _____, by

_____ (name of person making statement).

(Signature of Notary Public--State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

ATTACHMENT 14-B

**FOREIGN COUNTRY OF CONCERN ATTESTATION
FLORIDA STATUTE §287.138**

“Foreign Country of Concern” means the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.

_____ (company) is not owned by the government of a Foreign Country of Concern is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare and attest that I have read the foregoing statement and that the facts stated in it are true.

(Printed Name)

(Title)

(Signature)

(Date)

ATTACHMENT 14-C
HUMAN TRAFFICKING AFFIDAVIT
FLORIDA STATUTE §787.06

Before me, the undersigned authority, personally appeared _____,
whom after being duly sworn, deposes and states: (Affiant)

1. My name is _____ and I am over eighteen years of age. The following information is given from my own personal knowledge.
2. I am an officer or representative with _____, a non-governmental entity. I am authorized to provide this affidavit on behalf of _____.
3. The non-governmental entity, does not use coercion for labor or services as defined in §787.06, Florida Statutes.

FURTHER AFFIANT SAYETH NOT.

_____, 20____

(Affiant)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

Sworn to (or affirmed) and subscribed before me by means of _____ physical presence or ___ online notarization, this _____ day of _____, by _____ (Affiant)

(Signature of Notary Public--State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public) Personally

Known _____ OR Produced Identification _____

Type of Identification Produced _____

ATTACHMENT 15
EXECUTIVE SUMMARY

Acknowledged by:

Signature: _____

Name: _____

Title: _____

Proposer Name: _____

Date: _____

ATTACHMENT 16
BRANCH OFFICES

Acknowledged by:

Signature: _____

Name: _____

Title: _____

Proposer Name: _____

Date: _____

ATTACHMENT 17
BANKING PERSONNEL INFORMATION

Acknowledged by:

Signature: _____

Name: _____

Title: _____

Proposer Name: _____

Date: _____

ATTACHMENT 18

QUALIFIED PUBLIC DEPOSITORY DOCUMENTS

(Includes Statement on Prohibited Social, Political, or Ideological Activism)

Acknowledged by:

Signature: _____

Name: _____

Title: _____

Proposer Name: _____

Date: _____

ATTACHMENT 19

INTEREST RATES

Interest Bearing Accounts:

Effective Federal Funds Rate plus (+) _____ basis points.

or

Effective Federal Funds Rate less (-) _____ basis points.

Earnings Credit Rate (ECR):

Effective Federal Funds Rate plus (+) _____ basis points.

or

Effective Federal Funds Rate less (-) _____ basis points.

and,

Interest rate on excess balances:

Effective Federal Funds Rate plus (+) _____ basis points.

or

Effective Federal Funds Rate less (-) _____ basis points.

Acknowledged by:

Signature: _____

Name: _____

Title: _____

Proposer Name: _____

Date: _____

ATTACHMENT 20
OVERNIGHT SWEEP INVESTMENT

Acknowledged by:

Signature: _____

Name: _____

Title: _____

Proposer Name: _____

Date: _____

ATTACHMENT 21
AVAILABILITY SCHEDULE AND PROCESS FOR INSTRUMENTS
DRAWN ON FOREIGN INSTITUTIONS

Acknowledged by:

Signature: _____

Name: _____

Title: _____

Proposer Name: _____

Date: _____

ATTACHMENT 22
FOREIGN EXCHANGE RATES AND FEES

Acknowledged by:

Signature: _____

Name: _____

Title: _____

Proposer Name: _____

Date: _____

ATTACHMENT 23
ADDITIONAL SERVICES

Acknowledged by:

Signature: _____

Name: _____

Title: _____

Proposer Name: _____

Date: _____

ATTACHMENT 24
CONVERSION OR TRAINING COSTS

Acknowledged by:

Signature: _____

Name: _____

Title: _____

Proposer Name: _____

Date: _____

ATTACHMENT 25
DEPOSIT AVAILABILITY SCHEDULE

Acknowledged by:

Signature: _____

Name: _____

Title: _____

Proposer Name: _____

Date: _____

ATTACHMENT 26
IMPLEMENTATION PROCESS AND SCHEDULE

Acknowledged by:

Signature: _____

Name: _____

Title: _____

Proposer Name: _____

Date: _____

ATTACHMENT 27

SAMPLES: CONTRACTS/AGREEMENTS

Acknowledged by:

Signature: _____

Name: _____

Title: _____

Proposer Name: _____

Date: _____

ATTACHMENT 28
CURRENT PCI COMPLIANCE REPORT

Acknowledged by:

Signature: _____

Name: _____

Title: _____

Proposer Name: _____

Date: _____

ATTACHMENT 29
DEPOSIT PREPARATION GUIDELINES OR PROCEDURES

Acknowledged by:
Signature: _____
Name: _____
Title: _____
Proposer Name: _____
Date: _____

ATTACHMENT 30
DISASTER RECOVERY AND BUSINESS CONTINUITY

Acknowledged by:

Signature: _____

Name: _____

Title: _____

Proposer Name: _____

Date: _____

ATTACHMENT 31

PRICES AND SERVICES CHART

ATTACHMENT 32
PROPOSAL CERTIFICATION

The Proposer certifies before the undersigned notary that the information presented in the Proposal is correct.

PROPOSER

ATTEST

By: _____
Authorized Signature signed in ink before a
Notary Public

Witness

Typed name of person signing above

Witness

Title of person signing above

Date signed

Notary Public, State of

My commission expires

REQUEST FOR PROPOSAL NUMBER 01/25

PART V

LETTER OF INTENT

Clerk of Court & Comptroller
Attention: Purchasing Department
P.O. Box 1110
Tampa, Florida 33601

Subject: BANKING SERVICES

We, the Proposer identified below, are in receipt of the Request for Proposal, Document Number 01/25 BANKING SERVICES dated March 19, 2025, and intend to submit to you a Proposal in response to said document.

Sincerely,

Signature:

Typed Name:

Title:

Proposer Name:

Address:

City: State: Zip:

Date:

Telephone Number:

Fax Number:

E-mail Address:

REQUEST FOR PROPOSAL NUMBER 01/25

PART VI

BANKING SERVICES

DRAFT AGREEMENT

REFERENCE RFP 01/25

This Banking Services Agreement ("Agreement") is entered into as of this ____ day of _____, 20_____, by and between Victor D. Crist, **CLERK OF COURT & COMPTROLLER, HILLSBOROUGH COUNTY, FLORIDA ("the Clerk")**; and _____ ("**the Bank**").

Recitals

WHEREAS, the Clerk has requested that the Bank provide certain banking and treasury management services (collectively, the "Services" or sometimes alternatively called the "Banking Services" or "Minimum Services") to the Clerk pursuant to the terms of Request for Proposal 01/25 dated March 19, 2025 ("RFP"); and

WHEREAS, the Bank submitted a proposal dated ____ ("Proposal") in response to the Clerk's RFP and through its Proposal offered to provide certain Banking Services to the Clerk as described in the Proposal, and the Clerk has agreed to accept the Banking Services, upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which, the Bank and the Clerk hereby agree as follows:

Agreement

1. Service Documentation. The Bank shall provide, and the Clerk shall accept, the Services pursuant to the terms and conditions of the "Service Documentation" which includes:

1.1 This Agreement;

1.2 The Bank's Proposal, which includes the Bank's Prices and Services Chart; information in response to Part III of the RFP contained in paragraphs "C" through "LL"; Attachments 1 through 32, each of which is information provided as part of the Service Description for each Service (each, a "Service Description" or collectively the "Service Descriptions", except Attachment 5 which is a list of proposed Deviations);

1.3 The Clerk's RFP, specifically all of the Standard Terms and Conditions of the Contract contained in Part II, paragraph "E" of the RFP.

If there is a conflict among the documents that make up the Service Documentation, the documents will govern in the order set forth above.

The Service Documentation constitutes the entire agreement between the Bank and the Clerk and supersedes all prior representations, conditions, warranties, understandings, proposals or agreements regarding Banking Services. No course of dealing or waiver of any right on one occasion will constitute a modification of the above referenced documents or be a waiver of that right on a subsequent occasion.

2. Services: Additional Services. The Bank has agreed to provide the Banking Services for the prices set forth in the Bank's Proposal. To the extent any services or pricing terms are not included on the Proposal, such services are not applicable unless mutually agreed to in writing by the Clerk prior to implementing such services, and in no event shall the Bank charge the Clerk for any services except as specifically set forth in the pricing set forth in the Proposal.

If the Clerk requests and the Bank agrees to provide additional services after the date of this Agreement, the additional services and the pricing for the additional services shall be established in a separate written agreement that shall become part of the Service Description, and the terms and conditions thereof shall be deemed to be incorporated herein by reference without the need to either amend this Agreement or to add such service descriptions, pricing or other documents as attachments to this Agreement.

The Clerk reserves the right to negotiate with the Bank additions, deletions, changes or clarifications to the provisions of this Agreement as may be necessitated by law or changed circumstances.

3. Changes to Services or Service Documentation.

3.1 Changes. The Bank may not change the Services and/or terms in the Service Documentation during the Term of this Agreement without the prior written consent of the Clerk; provided, however, that such consent will not be required for any modifications that are required by applicable law, rule or regulation, in which case, the Bank will provide the Clerk with prior notice of such modification and engage in good faith negotiations with the Clerk to address the Clerk's concerns, if any. Notwithstanding the foregoing, if the Bank has decided to discontinue a Service or certain Services as a global business decision and will no longer offer the Services to any customers of the Bank, then the Bank shall provide the Clerk with an alternative and comparable service to satisfy the Clerk's needs at comparable rates to those currently paid for the discontinued Service for the remainder of the Term of this Agreement.

3.2 Account Charge-Backs. To the extent any Service Documentation gives the Bank the authority to debit or charge-back any Clerk account to debit, correct or reverse entries, the Clerk shall specify the account to be debited or charged and will ensure that such account is sufficiently funded to cover any such debits or charge-backs, and the Bank agrees not to charge-back or debit any other Clerk account.

4. Term and Termination.

4.1 Term. This Agreement and all Services will continue in effect for an initial Contract of four (4) years. The Clerk may exercise the option to Renew the Contract for two (2) consecutive option Renewal periods of one (1) year each, for a possible six (6) year Contract, unless terminated sooner in accordance with the Service Documentation. Once the optional Renewal periods are exhausted, the Clerk may exercise the option of a one-time Extension for six (6) months. In the event of a termination, the Bank shall accommodate the Clerk for an eight (8) month transition period to allow the Clerk to transition its business to another service provider.

4.2 Termination by Clerk.

4.2.1. Annual Appropriations. The Clerk's performance and obligation to pay under this Agreement are contingent upon the availability of funds appropriated by the Florida Legislature and/or Hillsborough County. In the event funds are not appropriated, the Clerk shall notify the Bank of such occurrence and this Agreement shall terminate on the last day of the current Fiscal Year without penalty or expense to the Clerk.

4.2.2. General. The Clerk will have the right to terminate this

Agreement for any reason without incurring any liability by providing six (6) months written notice to Bank.

4.2.3. Default. If the Bank is in default in the performance of Services and after written notice of default by the Clerk, the Bank fails to cure the default in accordance with the terms of paragraphs 13, 14 and 15 below, the Clerk may terminate this Agreement.

4.2.4 Bank Insolvency. The Clerk may terminate this Agreement immediately by providing written notice to the Bank without prejudice to any other right of action or remedy if the Bank becomes insolvent or becomes financially unable to carry out its obligations under this Agreement.

4.2.5 Termination for Violation of Section 287.135, Florida Statutes.

- a. If the contract is worth one million dollars or more, the Clerk, at its option, may terminate the contract if the Clerk finds that the Contractor submitted a false certification under Section 287.135, Florida Statutes, or, has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran.
- b. Regardless of the amount of the contract, the Clerk, at its option, may terminate the contract if the Clerk finds that the Contractor has been placed on the Scrutinized Companies that Boycott Israel List pursuant to Section 215.4725, Florida Statutes, or is engaged in the boycott of Israel.

4.3 Termination by Bank.

4.3.1 Default. If (a) the Clerk is in default of its payment obligations under the Service Documentation and after written notice of default by the Bank, the Clerk fails to cure the default by making full payment within fifteen (15) days or (b) the Clerk is in default of other obligations under the Service Documentation and after written notice of default by the Bank, the Clerk fails to cure the default within days (30) days, then the Bank may terminate this Agreement.

4.3.2 Clerk Insolvency or Bankruptcy. The Bank may terminate this Agreement immediately by providing written notice to the Clerk without prejudice to any other right of action or remedy if the Clerk becomes (a) insolvent, (b) financially unable

to carry out its obligations under this Agreement, or (c) subject to a petition under the U.S. Bankruptcy Code.

4.3.3 Legal or Regulatory Basis. The Bank may terminate this Agreement if required by applicable law, rule or regulation, or any policy, order or mandate of any judicial or governmental body having jurisdiction over the Bank.

5. Services; Fees; Invoices.

The Clerk shall pay the Bank the fees for the Services as set forth herein.

Irrespective of any language in a preprinted form agreement included within the Service Documentation, regarding the establishment of fees, including special fees, service charges and service fees whether or not in the schedule of fees attached to an agreement, the fees payable to the Bank shall be limited to those fees set forth on the Pricing Schedule.

Prices shall remain firm and fixed for the Term of this Agreement, excluding any optional Renewal or Extension term, provided however, the Bank may offer incentive discounts to the Clerk at any time during the Term, including any Renewal or Extension thereof. The Clerk and the Bank shall negotiate new pricing during any Renewal or Extension term, provided that the fees applicable under this Agreement as set forth on the Pricing Schedule shall apply during any period of negotiation (not to exceed six (6) months unless otherwise agreed to between the Clerk and the Bank) and during any eight (8) month transition period if the Agreement has been terminated.

6. Confidential Information.

6.1 Bank's Confidential Information. If applicable, and unless otherwise provided in the Service Documentation, all software provided to the Clerk constitute the Bank's or its vendor's confidential information ("Bank's Confidential Information"), and the Clerk will not acquire any ownership interest in or rights to the Bank's Confidential Information as a result of the Clerk's use of any Service. The Clerk will (a) maintain the confidentiality of the Bank's Confidential Information; (b) not disclose (or permit its employees or agents to disclose), copy, transfer, sublicense or otherwise make any of it available to any person or entity, other than the Clerk's employees who have a need to use the Bank's Confidential Information in connection with the applicable Service; and (c) not decompile, reverse engineer, disassemble, modify, or create derivative works of any

of the Bank's Confidential Information. The Clerk will notify the Bank immediately if it knows or suspects that there has been any unauthorized disclosure, possession, use or knowledge (each, an "Unauthorized Use") of any of the Bank's Confidential Information. If Clerk (or its employees or agents) is responsible for the Unauthorized Use, the Clerk will, at its expense, if directed by the Bank in lieu of the Bank taking such action itself, promptly take all actions, including without limitation initiating court proceedings to recover possession and prevent further Unauthorized Use of the Bank's Confidential Information and obtain redress for any injury caused to the Bank as a result of such Unauthorized Use.

6.2 Clerk's Confidential Information. Unless otherwise provided in the Service Documentation, all works developed for the Clerk as a result of the Services performed hereunder, and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the Clerk in connection with the Services performed under this Agreement, made or developed by the Bank or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the Clerk holds the proprietary rights, constitute Confidential Information of the Clerk (the "Clerk's Confidential Information") and the Bank will not acquire any ownership interest in or rights to the Clerk's Confidential Information, and the Clerk's Confidential Information may not, without the prior written consent of the Clerk, be used by the Bank or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the Clerk, unless required by law. In addition to the foregoing, all the Clerk employee information, information protected from disclosure by statute, and third party information that the Clerk is required to maintain as confidential shall be considered Confidential Information and shall be subject to all the requirements stated herein. The Confidential Information shall be used solely for the purposes of administering and otherwise implementing the terms of this Agreement. The Bank and its employees, agents, subcontractors, or suppliers will (a) maintain the confidentiality of the Clerk's Confidential Information in accordance with all applicable laws; (b) not disclose (or permit its employees or agents to disclose), copy, transfer, sublicense, sell, publish, display, license or otherwise make any of the Confidential Information available to any person or entity (including without limitation, any of the Clerk's customers personal or financial data), other than the Bank's employees who have a need to use the Clerk's Confidential Information in connection with the applicable Service; and (c) not decompile, reverse engineer, disassemble, modify, or create derivative works of the Clerk's Confidential Information or mine the Clerk's data or the personal or financial data of the Clerk's customers or employees.

To the extent allowed by Florida Statutes, Chapter 119, all written and oral information not in the public domain or not previously known, and all information and data obtained, or supplied by the Clerk, or at its expense, will be considered to be the Clerk's Confidential Information and subject to the terms of this Agreement. The Bank understands that it and its subcontractors may access confidential data during the Term of this Agreement that is protected from disclosure under state and federal laws. The Bank agrees to maintain said confidentiality in accordance to all state and federal laws regarding privacy and confidentiality.

The Bank will notify the Clerk immediately if it knows or suspects that there has been any Unauthorized Use of any of the Clerk's Confidential Information and will report and handle such disclosure in accordance with applicable law in cooperation with the Clerk. If the Bank (or its employees or agents) is responsible for the Unauthorized Use, the Bank will, at its expense, if directed by the Clerk in lieu of the Clerk taking such action itself, promptly take all actions required by law, including without limitation initiating court proceedings to recover possession and prevent further Unauthorized Use of the Clerk's Confidential Information and obtain redress for any injury caused to the Clerk as a result of such Unauthorized Use.

The Bank shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to the Clerk's Confidential Information of their obligation to keep such information confidential. In addition, the Bank agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Clerk's Confidential Information. It is understood and agreed that in the event of a breach of this section, damages may not be an adequate remedy and the Clerk shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the Clerk, upon the completion of the Services performed hereunder, the Bank shall immediately turn over to the Clerk all such Clerk Confidential Information existing in tangible form, and no copies thereof shall be retained by the Bank or its employees, agents, subcontractors or suppliers without the prior written consent of the Clerk; provided, however, that the Bank may retain such copies as are required by applicable law or in accordance with its customary record retention practices and procedures. A certificate evidencing compliance with this provision and signed by an officer of the Bank shall accompany such materials. The Bank expressly agrees to be bound by and to defend, indemnify and hold harmless the Clerk, and its officers and employees from the breach by the Bank (or any person or entity acting by, through or for the Bank) of any federal, state or local law in regard to the privacy of individuals; except to the extent caused by the gross

negligence or willful misconduct of the Clerk or its officers and employees. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement.

6.3 Excluded Information. A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

Nothing herein shall prevent either party from disclosing the records, including this Agreement and any amendments thereto, and other records as required by law in response to a public records request pursuant to Florida Statutes, Chapter 119, or in response to any legal proceeding arising from or in connection with this Agreement or disclosing the information to a federal or state governmental entity as required by law or otherwise in connection with a public records request in accordance with applicable law.

7. Representations and Warranties. In addition to any other representations set forth elsewhere in this Agreement, the parties respectively make the representations and warranties set forth in this Section 7.

7.1 Each of the parties hereto represents and warrants to the other party that: (i) such party is duly organized and in good standing in all jurisdictions where such party is qualified to do business; (ii) each party is fully authorized to execute and perform under this Agreement and the execution of and performance under this Agreement does not violate any law, regulation, contract or organizational document by which such party is bound; and (iii) the individual(s) executing this Agreement on behalf of such party has full corporate and/or organizational authority to do so.

7.2 The Clerk warrants it will not use any Service in a manner which knowingly violates any applicable federal or state law including without limitation any sanction or control administered by the Office of Foreign Assets Control or Bureau of Export Administration. The Bank warrants that in providing the Services under this Agreement and the Service Documentation, it will not violate any applicable federal or state law.

7.3 If the Clerk employs an agent in connection with its use of any Service and the Clerk has provided written notification to the Bank authorizing such agent to act, the

Clerk represents and warrants to the Bank that (a) such agent is duly authorized to act on behalf of the Clerk and (b) the Clerk will exercise appropriate controls to ensure each agent so authorized does not exceed the authority so granted to it. Any communication to the Bank regarding the Clerk's use of a Service from the Clerk's agent will be deemed to be a communication from the Clerk, and the Clerk authorizes the Bank to communicate with the Clerk's agent regarding any such communication or Service.

7.4 If the Bank employs an agent or third party service provider in connection with providing the Services under this Agreement and the Service Documentation, the Bank represents and warrants to the Clerk that (a) the Bank's governing body has duly authorized the agent or third party service provider, and (b) the Bank will exercise appropriate controls to ensure each agent and third party service provider so authorized does not exceed the authority so granted to it. Any communication to the Clerk from the Bank's agent or third party service provider will be deemed to be a communication from the Bank, and the Bank authorizes the Clerk to communicate with the Bank's agent or third party service provider regarding any such communication or Service.

7.5 Neither the Bank nor any software vendor makes any express or implied representations or warranties with respect to the Services or any software used in connection with the Services including without limitation any warranty as to the merchantability or fitness for a particular purpose, other than those expressly set forth in the Service Documentation.

7.6 The Bank warrants that it has reviewed the Clerk's requirements and has asked such questions and conducted such other inquiries as the Bank deems necessary in order to determine the price of the Services as set forth in the Pricing Schedule.

7.7 The Bank represents and warrants that it is FDIC insured, and meets the criteria set forth in Florida Statutes, Chapter 280, *Florida Security for Public Deposits Act*. Clerk deposits in excess of FDIC or coverage shall be fully collateralized as described in Chapter 280, Florida Statutes. During the Term of this Agreement, the Bank shall have a physical presence in Hillsborough County, Florida, and maintain minimum regulatory capital in excess of Five Hundred Million (\$500,000,000.00) Dollars. Proof of the requisite insurance, collateralization, and capital requirements shall be produced by the Bank to the Clerk upon request. The Bank's failure to comply with this subsection shall constitute grounds for immediate termination of this Agreement. If the Bank is no longer a qualified public depository, or does not meet other requirements in Florida Statutes,

Chapter 280, Florida Security for Public Deposits Act, the Bank should notify the Clerk, in writing, within thirty (30) days.

7.8 The Bank represents and warrants that it does not have a conflict of interest in entering into this Agreement and the Service Documentation, which would have a material negative impact on the provision of the Bank's services for the Clerk.

7.9 The Bank represents and warrants that all of the information and representations provided to the Clerk in Part III, paragraphs "C" through "LL" and all information contained in the Attachments (excluding Attachment 5) which form a part of the Bank's Proposal are truthful and accurate and constitute performance warranties by the Bank for the performance of the Services to the Clerk, as described in this Agreement.

8. Liability and Reimbursement: Indemnification.

8.1 The Bank will perform each Service in accordance with all applicable laws and reasonable commercial standards applicable to the Bank's business; laws, regulations and operating circulars governing the activities of the Bank; applicable funds transfer system(s) and clearinghouse rules; and the Service Documentation.

8.2 The Bank is under no obligation to honor, in whole or in part, any entry, file, batch release, transfer instruction, payment order, transaction or instruction that (a) exceeds the available balance in the Clerk's account, unless otherwise provided in the Service Documentation; (b) is not in accordance with the Service Documentation or the Bank's applicable policies, procedures or practices as made available to the Clerk; (c) the Bank has reason to believe may not have been duly authorized, should not be honored for its or the Clerk's protection, or involves funds subject to a hold, dispute, restriction or legal process except as otherwise provided in the Service Documentation; or (d) would possibly result in the Bank violating any applicable rule or regulation of any federal or state regulatory authority including without limitation any Federal Reserve guidelines such as the limitations on the Bank's intra-day net funds position.

8.3 All uses of Services through Clerk's ID codes, passwords, token cards, PINs, or passcodes ("Codes") will be deemed to be authorized by and binding on the Clerk except as otherwise provided in the Service Documentation. The Clerk's failure to protect Codes may allow an unauthorized party to (a) use the Services, (b) access the Clerk's electronic communications and financial data, and (c) send or receive information and communications to the Bank. Except as otherwise provided in the Service Documentation, the Clerk assumes the entire risk of unauthorized use of Codes and unencrypted electronic transmissions, unless caused by the Bank.

8.4 The Clerk will promptly furnish written proof of loss to the Bank and notify the Bank if it becomes aware of any third party claim related to a Service. The Clerk will cooperate fully with the Bank in recovering a loss. If the Clerk is reimbursed by or on behalf of the Bank, the Bank or its designee will be subrogated to all rights of the Clerk. Similarly, the Bank will promptly furnish written proof of loss to the Clerk and notify the Clerk if it becomes aware of any third party claim related to a Service or the transactions contemplated under this Agreement or the Service Documentation. Bank will cooperate fully with the Clerk in recovering a loss. If the Bank is reimbursed by or on behalf of the Clerk, the Clerk or its designee will be subrogated to all rights of the Bank.

8.5 The Bank shall at all times hereafter indemnify and hold harmless, the Clerk, and the Clerk's senior staff, and all other employees, agents, servants and instrumentalities (collectively the "Indemnified Parties" and individually an "Indemnified Party") from and against any and all claims, losses, demands, liability, suits, judgments, awards, interest, attorney's fees and costs (inclusive of costs of defense) whatsoever (collectively, "Losses") arising out of, resulting from, caused by or alleged to be caused by, or relating to the Bank's performance of, or failure to perform the Services or provide the products provided under this Agreement or the Service Documentation or arising out of or resulting from any operations performed by the Bank, its officers, employees, agents, directors, subcontractors, attorneys or any third party acting on its behalf which are, in each case, caused or alleged to be caused, in whole or in part by the negligent or intentional acts or omissions of the Bank or any of its officers, directors, employees, agents, subcontractors or assigns, except to the extent such Losses are caused by the negligence or intentional misconduct of any Indemnified Party, including without limitation, any and all Losses sustained by any person or property. In no event will the Bank be liable for any indirect, special, consequential or punitive damages, whether or not the likelihood of such damages was known to the Bank, and regardless of the form of the claim or action or the legal theory on which it is based. The Bank shall pay all Losses in connection therewith and shall investigate and at the Clerk's election, as aforesaid, defend all claims, suits or proceedings, and shall pay all Losses which may issue therefrom. The Bank expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Bank shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Indemnified Parties. In the event any lawsuit or other proceeding is brought against the Clerk by reason of any such claim, cause of action or demand, the Bank shall, upon written notice from the Clerk, resist and defend such lawsuit or proceeding by counsel satisfactory to the Clerk, as applicable, or,

at the Clerk's option, pay for an attorney selected by the Clerk to defend the Clerk as applicable. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Clerk, any sums due the Bank under this Agreement may be retained by the Clerk, respectively until all of the Clerk's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by the Clerk.

8.6 In addition to Section 8.5 above, the Bank shall indemnify and save harmless the Indemnified Parties, from or on account of any losses or damages resulting from any breach of contract (to the extent the Bank provides management or custodial services), committed during or on account of any operations connected with this Agreement or by any act of negligence in connection with the same; or by or on account of any negligent act or omission of the Bank or its subcontractors, agents, servants or employees. The Bank further agrees to indemnify and save harmless the Indemnified Parties, against any claims or liability arising from or based upon the violation of any applicable federal, state, county or city laws, bylaws, ordinances or regulations by the Bank its agents, subcontractors, servants or employees, except to the extent such claims or liability are caused by the gross negligence or willful misconduct of the Indemnified Parties. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement.

8.7 Except as expressly provided otherwise in the Service Documentation, neither party to this Agreement will be liable to the other party for any special, consequential, incidental (including without limitation court costs and attorneys' fees), indirect, or punitive losses or damages, whether any claim is based on contract or tort, or whether the likelihood of such losses or damages was known to the other party and regardless of the form of the claim or action.

8.8 IN NO EVENT SHALL THE CLERK INDEMNIFY OR HOLD HARMLESS OR INSURE OR ASSUME LIABILITY FOR THE ACTS, OMISSIONS TO ACT OR NEGLIGENCE OF THE BANK OR ANY EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, SUBCONTRACTORS OR ANY PERSON OR ENTITY ACTING ON THE BANK'S BEHALF REGARDLESS OF WHAT IS SET FORTH IN THIS AGREEMENT OR THE SERVICE DOCUMENTATION AND REGARDLESS OF ANY LANGUAGE IN A PREPRINTED FORM STATING OTHERWISE. THE TERMS OF THIS SECTION 8.8 AND THE RFP SHALL PREVAIL AND ARE SUPERIOR TO ANY PREPRINTED FORMS INCLUDING BUT NOT LIMITED TO PREPRINTED FORMS

THAT ARE SIGNED OR INITIALED BY THE CLERK'S EMPLOYEES OR OFFICERS SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT.

9. Patent and Copyright Information.

The Bank warrants that all documentation and any other information furnished hereunder ("Deliverables") including but not limited to: equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.

The Bank shall be liable and responsible for any and all claims made against the Clerk for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with the Services performed hereunder, or the Clerk's continued use of the Deliverables furnished hereunder. Accordingly, the Bank at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the Indemnified Parties and defend any action brought against any Indemnified Party with respect to any such claim, demand, cause of action, debt, or liability. Notwithstanding the foregoing, the Bank will have no liability for infringement based on (i) any unauthorized alteration or modification of the Services or Deliverables by any party other than the Bank, (ii) the Clerk's use of the Services or Deliverables in any manner other than as permitted under the Service Documentation, or (iii) the Clerk's use of the Services or Deliverables in combination with any equipment or software not authorized by the Bank or reasonably intended for use with the Services or Deliverables. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement.

The Bank shall be solely responsible for determining and informing the Clerk whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Bank shall enter into agreements with all suppliers and subcontractors at the Bank's own risk. The Clerk may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the Clerk's judgment, use thereof would delay

the Services or be unlawful.

The Bank shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Services.

10. Performance.

10.1 The Bank shall provide the Services described in the Service Documentation in a competent and professional manner satisfactory to the Clerk in accordance with the terms and conditions set forth in the Service Documentation. The Clerk shall be entitled to satisfactory performance of all Services described herein and to full and prompt cooperation by the Bank in all aspects of the Bank's performance. At the written request of the Clerk (email shall be sufficient) and which shall include the reasons for such request, and following failure of the Bank to adequately address the issues raised by the Clerk to the Clerk's satisfaction, the Bank shall make employee adjustments necessary to adequately address any issues raised by the Clerk.

11. Quality Assurance; Record Keeping; Audits; Assumptions.

11.1 Quality Assurance; Record Keeping. The Bank shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Service Documentation. The Bank and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for five (5) years after the end of the Fiscal Year from the date of the creation of each particular record or other document. Adequate records to justify all charges, expenses, and costs incurred in performing the Services must be attached to all invoices submitted to the Clerk by the Bank. The invoices must be reviewed and approved by the Clerk. The authority and right is granted to the Clerk to review and audit any of vendor's records reasonably necessary to determine accuracy and appropriateness of invoices billed to, or revenues credited to, Clerk accounts.

11.2 Audit. The Clerk, or its duly authorized representatives or any other duly authorized governmental agency shall, until the expiration of five (5) years after the expiration of this Agreement and any Renewal or Extension thereof, have access to and the right to examine and reproduce any of the Bank's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the Clerk. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this

Agreement.

12. Bank's Insurance. At all times during the term of this Agreement, including any and all optional Renewal years or Extension periods, the Bank shall maintain insurance coverage meeting the requirements set out in the RFP, subject to the exceptions and modifications noted in the Proposal. The Bank shall provide evidence of such insurance to the Clerk in accordance with the requirements of the RFP, subject to the exceptions and modifications noted in the Proposal.

13. Events of Default.

13.1 Events of Default. An Event of Default shall mean a breach of this Agreement by the Bank. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

- (a) the Bank has not performed the Services or provided any deliverables on a timely basis, in each case, in accordance with the terms of the Service Documentation;
- (b) the Bank has refused or failed, except in case for which an extension of time is provided, to supply enough properly skilled staff personnel to perform the Services in accordance with the terms of the Service Documentation;
- (c) the Bank has failed to make prompt payment to Subcontractors or suppliers for any Services;
- (d) the Bank has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Bank's creditors, or the Bank has taken advantage of any insolvency statute or debtor/creditor law or if the Bank's affairs have been put in the hands of a receiver;
- (e) the Bank has failed to obtain the approval of the Clerk where required by this Agreement; or
- (f) the Bank has failed in the representation of any warranties stated herein.

13.2 Uncertainty. In the event the Clerk shall terminate this Agreement for default, the Clerk or its designated representatives, may request to take possession of all applicable materials, products, documentation, reports and data, pertaining specifically to work or Services performed under this Agreement, including without limitation, copies of all financial data, checks and merchant card information, and the Bank will promptly

provide such applicable materials, products, documentation, reports and data.

14. Notice of Default; Opportunity to Cure; Termination.

If an Event of Default occurs, in the determination of the Clerk, the Clerk may so notify the Bank ("Default Notice"), specifying the basis for such default, and advising the Bank that such default must be cured immediately or this Agreement with the Clerk may be terminated. Notwithstanding, the Clerk may, in its sole discretion, allow the Bank to rectify the default to the Clerk's reasonable satisfaction within a thirty (30) day period. The Clerk may grant an additional period of such duration as the Clerk shall deem appropriate without waiver of any of the Clerk's rights hereunder, so long as the Bank has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the Clerk prescribes. The Default Notice shall specify the date the Bank shall discontinue the Services upon the Termination Date.

15. Remedies in the Event of Default.

If an Event of Default occurs, the Bank shall be liable for all damages resulting from the default, including but not limited to direct damages, but excluding any consequential, punitive or pecuniary damages. The Bank shall also remain liable for any liabilities and claims related to Bank's default.

16. Miscellaneous.

16.1 Notices. Whenever either party desires to give notice to the other, such notice must be in writing, and sent to the other party by mail, personal delivery, or electronic transmission; provided, that legal notices to the Clerk will be sent by mail or personal delivery to the addresses set forth below, and transactional notices and alerts may be sent to the Clerk by mail or electronic transmission. Any notice from either party will be effective when actually received by the other party. The Bank will be entitled to rely on any notice from the Clerk that it believes in good faith was authorized by an authorized representative of the Clerk and, except as expressly stated in the Service Documentation, will have no obligation to verify the signature (including an electronic signature). Each party will have a reasonable time after receipt of any notice to act on it. Each party may at any time designate a new address and/or contact person by giving notice to the other party. Such notices shall be deemed given upon receipt by the addressee. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CLERK:

Victor D. Crist, Clerk of Court & Comptroller,
Attention: Finance Director, County Finance Department
P. O. Box 1110
Tampa, FL 33601-1110
813-276-8100

FOR BANK:

< Name >
< Title >
< Bank Name >
< Address >
< City, State, Zip >
< Phone >

16.2 Governing Law. This Agreement and the Service Documentation will be governed by substantive federal laws, regulations and rules and, to the extent such laws, regulations and rules are not applicable, those of the state of Florida, shall apply, without regard to conflicts of laws principles. Any portion of the Service Documentation which is inconsistent with applicable laws, regulations or rules will be deemed modified and applied in a manner consistent therewith, and the Bank will incur no liability to the Clerk as a result of the inconsistency or modification and application. If any portion of the Service Documentation is deemed unenforceable, it will not affect the enforceability of the remaining Service Documentation.

16.3 Bank Service Providers and Agents. The Services rely upon a robust network of Bank assets, employees and third-party resources located in the United States and around the world to provide service to Bank's customers. The Bank reserves the right to perform the Services using this model and to add and delete service providers at the Bank's discretion. The Bank has rigorous vendor engagement policies and procedures. The Bank takes responsibility for the actions of the service providers and agents with whom it enters into contracts (oral or written) to provide the Services to the Bank's customers, including the Clerk.

16.4 Venue; Service of Process. The parties irrevocably submit to the nonexclusive jurisdiction of any federal or state court sitting in Hillsborough County,

Florida, over any suit, action or proceeding arising out of or relating to this Agreement. The parties irrevocably waive, to the fullest extent it may effectively do so under applicable law, any objection it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that the same has been brought in an inconvenient forum forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. The parties hereby consent to process being serviced in any such suit, action or proceeding (i) by the mailing of a copy thereof by registered or certified mail, postage prepaid, return receipt requested, to the Bank's and the Clerk's addresses set forth herein or such other address as had been provided in writing by such party, and (ii) in any other manner permitted by law, and agrees that such service shall in every respect be deemed effective service upon such party. BY ENTERING INTO THIS AGREEMENT, THE BANK AND THE CLERK HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

16.5 Attorneys' Fees. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

16.6 Payable Interest.

16.6.1 Payment of Interest. According to Section 218.74, Florida Statutes, all payments, other than payments for construction services, due from the Clerk and not made within the time specified by the terms of this Agreement shall bear interest from thirty (30) days after the due date at the rate of one percent (1 %) per month on the unpaid balance, or such other rate established by Florida law. Except as aforesaid, the Clerk shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof the Bank waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

16.6.2 Rate of Interest. In any instance where the prohibition or limitations of Section 16.6.1 are determined to be invalid or unenforceable, the annual rate of interest payable by the Clerk under this Agreement, whether as prejudgment interest or for any other purpose, shall be paid pursuant to Section 218.74, Florida Statutes, as set forth above, or such other rate established by Florida law.

16.7 Survival. The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Contract, including without limitation, the obligations regarding confidentiality, proprietary interest, and

limitations of liability shall survive termination, cancellation or expiration of this Contract.

16.8 No Third Party Beneficiaries. Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party to this Agreement.

16.9 Indemnity Obligations. To the extent this Agreement or any of the Service Documentation imposes an indemnity obligation on the Bank, the Clerk may, at its expense, elect to participate in the defense if the Clerk shall so choose. Furthermore, the Clerk may at the Bank's expense, defend or settle any such claim if the Bank fails to diligently defend such claims, and thereafter, may seek indemnity for such costs from the Bank. Moreover, the provisions and obligations of any indemnity obligations of the Bank set forth in this Agreement shall survive the expiration or earlier termination of this Agreement.

16.10 Force Majeure. Neither of the parties shall be responsible for failure or delay of performance if caused by: an act of war, hostility; or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license or refusal to fund); or other event outside the reasonable control of the obligated party. The parties will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than ninety (90) days, the Clerk may cancel unperformed services upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or your obligation to pay for deliverables/services provided to date of force majeure as more fully set forth herein. If the Bank determines that any funds transfer or communications network, Internet service provider, or other system(s) it has selected to provide a Service is unavailable, inaccessible or otherwise unsuitable for use by the Bank or the Clerk, and an alternative back-up source to provide such Services is not available, the Bank may, upon notice to the Clerk, suspend or discontinue the affected Service for the shortest period of time possible, provided that the Bank will use best efforts to re-establish the Service or an alternative solution as soon as reasonably practicable.

16.11 Severability. If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

16.12 Counterparts. This Agreement may be executed in any number of counterparts, which when taken together shall constitute one complete original of this

Agreement. This Agreement may be executed and delivered via facsimile or any electronic means, such as email.

16.13 Time of the Essence. The parties acknowledge and agree that time is of the essence in the performance of each and every term of this Agreement.

16.14 Entire Agreement. This Agreement, the Exhibits thereto, and the Service Documentation shall constitute the entire agreement between the parties with respect to the Services to be provided hereunder, and supersedes all prior communications and representations or agreements, whether written or oral, with respect to the subject matter hereof, unless acknowledged in writing by duly authorized representatives of both parties.

16.15 Verification of Employment Eligibility. Section 448.095, Florida Statutes, is incorporated by reference into this paragraph of the Agreement. The Contractor agrees to abide by Section 448.095, Florida Statutes. The Contractor shall immediately notify Clerk's Finance Director, in writing, if it can no longer comply with the provisions cited in this paragraph. The Contractor's ability to perform in compliance with the statutory provisions cited in this paragraph is a continuing obligation that extends through the Contract term, including any Renewal or Extension periods.

16.16 Prohibition Against Considering Social, Political, or Ideological Interests in Government Contracting. The Clerk may not request documentation of or consider a Vendor's social, political, or ideological interests when determining if the Vendor is a responsible Vendor. The Clerk may not give preference to a Vendor based on the Vendor's social, political, or ideological interests. For more information, see Sections 218.415, 287.05701, 215.855, Florida Statutes.

Each of the Parties hereto agrees to be bound by the terms and conditions of this Agreement and each of the Attachments, as of the above written date.

CLERK OF COURT & COMPTROLLER

< BANK >

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

REQUEST FOR PROPOSAL NUMBER 01/25

PART VII

STATEMENT OF NO BID

NOTE: If you do not intend to bid on this Request for Proposal, please return this form immediately to:

Clerk of Court & Comptroller
Attn: Purchasing Department
P. O. Box 1110
Tampa, Florida 33601

We, the undersigned, have declined to bid on your Request for Proposal 01/25 BANKING SERVICES, for the following reasons:

_____ Specifications too "tight"; i.e., geared toward one brand or manufacturer only (explain below).

_____ Insufficient time to respond to the Request for Proposal.

_____ We do not offer this product or an equivalent.

_____ Our product schedule would not permit us to perform.

_____ Unable to meet specifications.

_____ Specifications unclear (explain below).

_____ Remove the undersigned from the Clerk's bid list.

_____ Other (specify below).

The undersigned understands that if the "No Bid" letter is not executed and returned, our name may be deleted from the list of qualified Proposers for the Clerk's Purchasing Department.

[PLEASE PRINT]

COMPANY NAME: _____

COMPANY OFFICER: _____

TELEPHONE NUMBER: _____

DATE: _____

SIGNATURE: _____