



VICTOR D. CRIST
CLERK OF COURT & COMPTROLLER
HILLSBOROUGH COUNTY, FLORIDA
REQUEST FOR PROPOSAL
FOR
AUTOMATED CASH RECYCLER SYSTEMS

REQUEST FOR PROPOSAL NUMBER 02/25

June 4, 2025

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PART I

NOTICE

**VICTOR D. CRIST, CLERK OF COURT & COMPTROLLER,
HILLSBOROUGH COUNTY, FLORIDA, IS ACCEPTING PROPOSALS
FOR
AUTOMATED CASH RECYCLER SYSTEMS**

All proposals must be delivered or mailed to the Clerk of Court & Comptroller, P.O. Box 1110, Tampa, FL 33601, Attention: Purchasing Department to the Clerk's Purchasing Department at 407 N. East Street, Tampa, Florida 33602, no later than 2:00 PM on June 25, 2025.

Documents may be obtained on our website, hillsclerk.com.

Pursuant to the Laws of Florida, a Bid 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.

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PART II

INTRODUCTION

A. OBJECTIVE

The Clerk of Court & Comptroller, Hillsborough County, Florida (the “Clerk”) is requesting proposals for the purchase, delivery, installation, and support of one or more Automated Cash Recycler Systems. This includes hardware, software, on-site training, maintenance, and related services. The systems must be fully compatible with Windows 11 and built on the .NET. The goal is to improve operational efficiency and cash handling through deployment at various Clerk locations.

The Clerk will select the Firm determined to have submitted the most Responsive and Responsible Proposal, which may not be the lowest proposer. 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 Firm as deemed necessary to ensure the satisfactory purchase of Automated Cash Recycler Systems. It is the Clerk's intent to contract from a single Proposer; however, the Clerk reserves the right to enter into additional Agreements for like products and services with other Firms. 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. SCHEDULE

1. Letter of Intent

Should be completed and returned by Wednesday, June 11, 2025

2. Proposal Submission Deadline

All proposals must be delivered or mailed to the Clerk of Court & Comptroller, P.O. Box 1110, Tampa, FL 33601, Attention: Purchasing Department to the Clerk's Purchasing Department at 407 N. East Street, Tampa, Florida 33602, no later than 2:00 PM on June 25, 2025. Proposal opening will occur at 2:15 PM on the same day. Late proposals will not be considered. Note: The Request for Proposal receipt time will be scrupulously observed. Under no circumstances will proposals be considered if delivered after the receipt time specified. Late proposals will be

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returned to the firm unopened with a notation "This proposal was received after the delivery time designated for the receipt of proposals". The Clerk of Court shall not be responsible for delays caused by the United States Postal Services or for delays caused by any other occurrence, including specifically, but not limited to, severe weather conditions. Electronically submitted proposals are accepted.

3. Proposal Opening

Will be held at 2:15 P.M., Wednesday, June 25, 2025

Location: Frederick B. Karl County Center
601 E. Kennedy Blvd., 13th Floor, Training Room A
Tampa, Florida 33602

4. Proposal Selection

Within ten (10) working days of proposal opening.

C. INSTRUCTIONS TO PROPOSERS

1. Letter of Intent

The Letter of Intent should be completed and returned no later than Wednesday, June 11, 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

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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 proposers no later than Thursday, June 18, 2025.

4. **Marking Proposal Envelope**

All Proposals must be sealed in an envelope marked: **"SEALED PROPOSAL FOR AUTOMATED CASH RECYCLER SYSTEMS, REQUEST FOR PROPOSAL NUMBER 02/25."**

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 paper copy**.

6. **Deviations**

Deviations from the Request for Proposal documents need to be listed in the Proposal, PART IV, Attachment 8, 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, Wednesday, June 25, 2025.

9. **Proposal Opening Date**

Opening Time: 2:15 P.M. EST, Wednesday, June 25, 2025.

Opening Location:

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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, Wednesday, June 25, 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.

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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(s):

(2) Customer Service Center
Room #101
800 E. Twiggs Street
Tampa, Florida 33602

(1) Official Records and Tax Deeds
Room #140
419 Pierce Street
Tampa, Florida 33602

(1) Plant City Courthouse
Room #1071
301 N. Michigan Avenue
Plant City, Florida 33563

(1) Brandon Regional Service Center
Room #110
311 Pauls Drive
Brandon, Florida 33511

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

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

22. 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.

23. 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.

24. 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.

25. Clerk's Contract Representatives

The Clerk's Director, Procurement Department, Julian Mendez, is responsible for contract execution; (813) 307-7039. The Clerk's IT Director, Bruce Wilson, will be responsible for deliverables such as hardware, software delivery and installation; (813) 3077155. The Clerk's Director, Eileen Salas-Acevedo will be responsible for functionality for the Customer Service Center; (813) 276-2029 x4830. The Clerk's Director, Chakeya Boykins will be responsible for deliverables of functionality for Official Records and Tax Deeds; (813) 276-8100 x4141. The Clerk's Director, Kendra Ray will be responsible for deliverables of functionality for Brandon Regional Service Center and Plant City Courthouse; (813) 276-2029 x3988.

26. 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.

27. Evaluation 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

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these committee members will award points to the Proposals based on the evaluation and selection criteria outlined in Part II, Section F.

28. 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."

D. 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: <https://www.hillsclerk.com/documents/d/guest/-clerk-contract-terms-02-12-25-pdf?download=true>
2. 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.
3. **Planning Level Decisions**
This Request for Proposal is a result of planning level decisions by the Clerk.
4. **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.
5. **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

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they are reasonable. **NOTE:** Increase or decrease of quantities shall be at the sole discretion of the Clerk.

5. 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.

6. 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.

7. Contract Period

The initial Contract shall be for a period of three (3) 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 five (5) 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.

E. 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

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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 deemed appropriate.
5. 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.
6. 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.
7. 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.

F. EVALUATION AND SELECTION PROCESS

The Clerk will review and evaluate all proposals submitted in response to this Solicitation Document. The qualifications of each proposal as "Responsive" and the qualification of each entity submitting a proposal as "Responsible", shall be made by a committee of at least three (3) persons appointed by the Clerk ("Evaluation/Selection Committee"). The Evaluation/Selection Committee shall qualify the proposals using the following criteria:

Criteria	Maximum Possible Points
Compliance with Proposal Specifications	25

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Criteria	Maximum Possible Points
Pricing	20
References	15
Proposer Qualifications	20
Ability to Meet Timeline (no later than 09/30/2025)	20
TOTAL SCORE	100

1. Responsive: Compliance with the proposal document Specifications
2. Responsive: Lowest Price*.
3. Responsible: References.
4. Responsible: Proposer qualifications.
5. Responsible: Proposer's ability to meet any time requirements or to perform within a reasonable time if no time is specified. Reasonable time expected to be thirty (30) days or less, after receipt of a purchase order, but no later than 09/30/2025.

The Evaluation/Selection Committee will consider how well the Proposer's proposal meets the needs of the Clerk as described in the Proposer's response to this Solicitation Document. It is important that the responses be clear and complete so that the evaluators can adequately understand all aspects of the response. Please follow all instructions carefully. The proposal should be submitted according to the instructions & specifications outlined within this Solicitation Document. A proposal that fails to follow these instructions may be considered non-responsive and may be eliminated from further consideration.

The Clerk may seek additional information for purposes of clarification. Such clarifying information shall be provided by the Proposer in writing and shall become part of its proposal.

The award shall be made by the Clerk and shall be based upon the above stated selection criteria. The Clerk reserves the right to disqualify any Proposer that is not responsive to this RFP.

*In the event that two or more Proposer responses share the same low cost proposal, all other selection criteria being found essentially equal, the Clerk at his discretion reserves the right to issue an award from among those responses.

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PART III

DETAILED SPECIFICATIONS

A. INTRODUCTION:

1. The Clerk intends to purchase up to five (5) Automated Cash Recyclers. Minimum Feature Requirements Include:
 - a. Web based dashboard for monitoring
 - b. Multi-device access for cashiers to open, close, and conduct transactions on any connected recycler within the designated network.
 - c. Touchscreen display for Cash Recycler
 - d. Minimum 15 inch touchscreen display
 - e. Passcode access for each employee
 - f. Coin dispenser
 - g. Bills dispenser
 - h. Notes Capacity of 5,000 or more
 - i. Coin Capacity of 5,000 or more
 - j. Minimum of 7 notes per second deposit
 - k. Minimum of 6 notes per second dispensing
 - l. Minimum of 15 coins per second deposit
 - m. Minimum of 40 coins per second dispensing
 - n. Ability to program multiple standard tills to dispense starting till for each employee
 - o. Ability to dispense starting tills into cash drawers
 - p. Ability for cashiers to request their own change when needed
 - q. Ability for cashiers to deposit till withdrawals
 - r. Back office balancing and bank deposits
 - s. Counterfeit bill detection
 - t. US Coin detection/authentication
 - u. Dispense cash for bank deposit
 - v. Provide change
 - w. Accepts end of day deposit per cashier
 - x. Digital locks
 - y. 50 plus users
 - z. Provide employee with a printed 'receipt' for every transaction

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aa. Reporting Capabilities

1. End of day balancing reports
2. Individual cashier reports
3. Daily reports
4. Daily summaries

2. Please provide the software & license requirements, including any separate software license agreements, if applicable, for proposed solution.

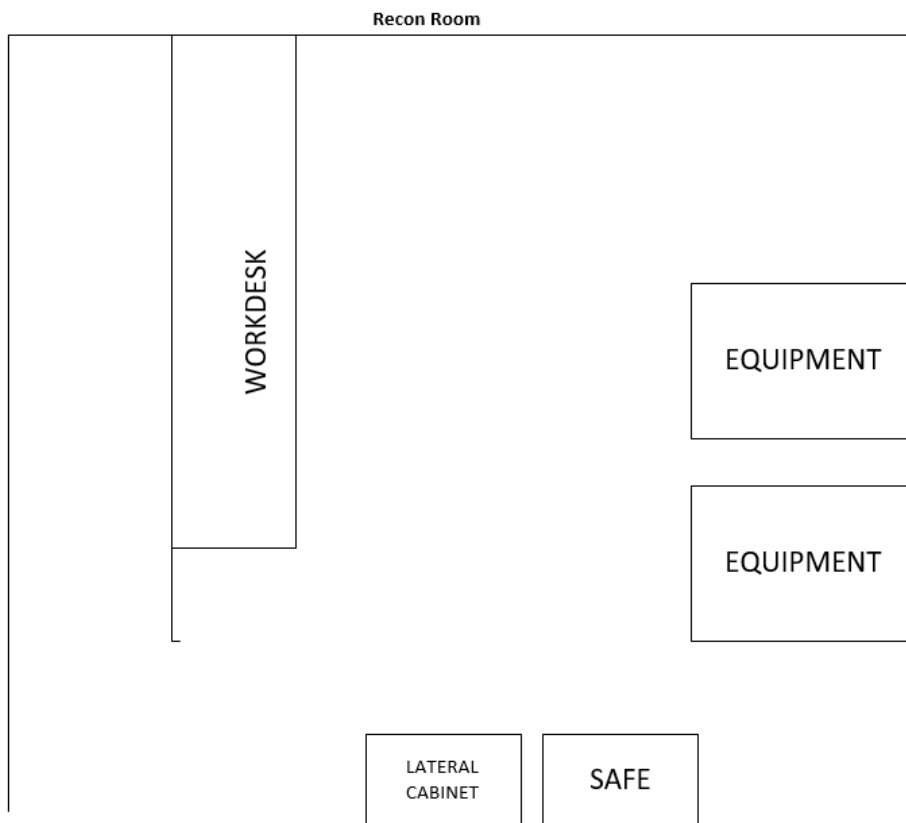
3. Please provide the minimum system specifications required for proposed solution.

4. What are the dimensions and weight of the equipment?

a. Available space is approximately 8' x 8' (see drawing below).

b. Delivery space: The aisle outside room is 4' 7" wide and room has a basic 36" office door.

Customer Service Center, Room 101 800 E Twiggs Street Tampa, Florida 33602



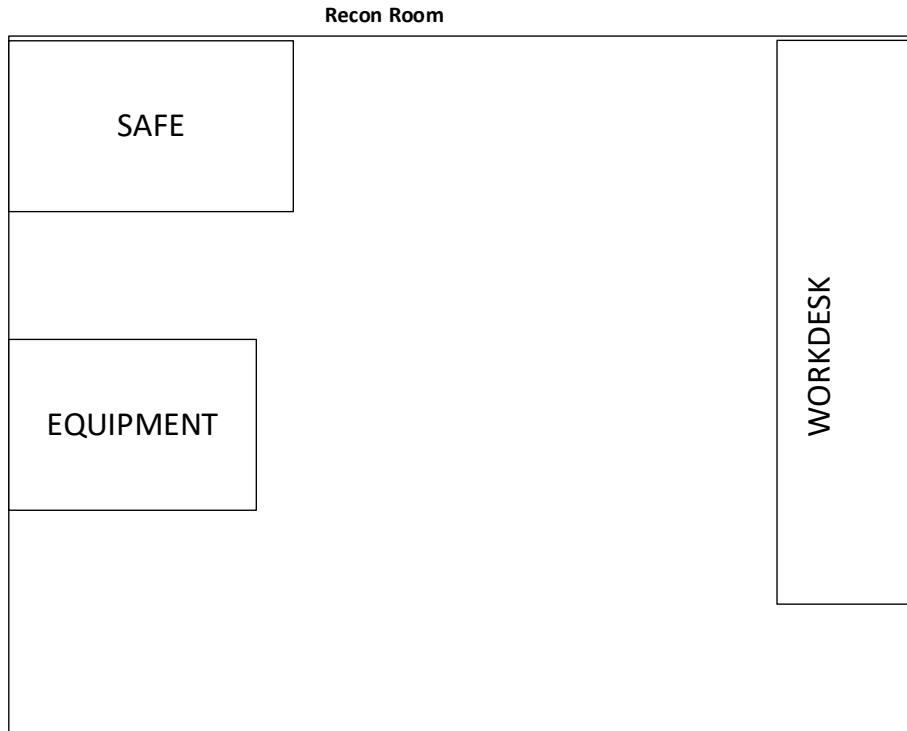
c. Available space is approximately 4' x 4' (see drawing below).

d. Delivery space: The aisle outside room is 6' wide and room has a basic 36" office door

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Official Records and Tax Deeds Room #140 419 Pierce Street Tampa, Florida 33602

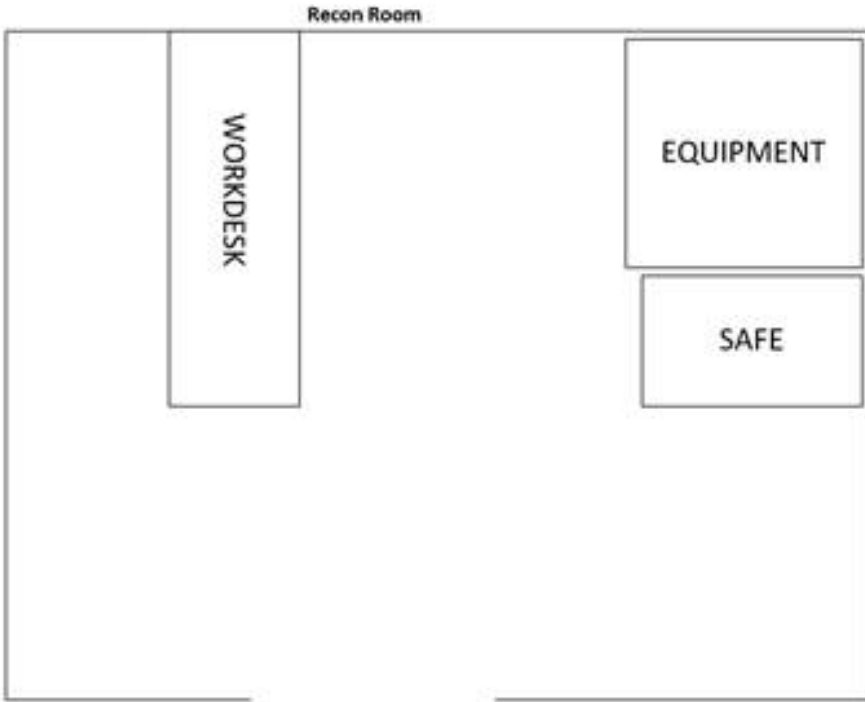


e. Available space is approximately 3' x 3' (see drawing below).

f. Delivery space: The aisle outside room is 5' 2" wide and room has a 34" office door

Plant City Courthouse, Room #1017 301 N Michigan Avenue Plant City, Florida 33563

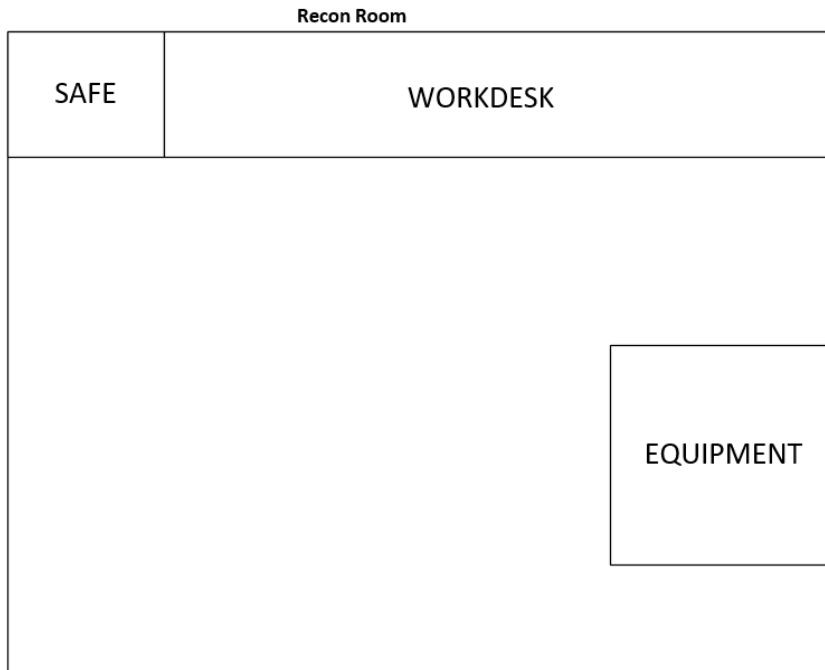
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g. Available space is approximately 3' x 3' (see drawing below).

h. Delivery space: The aisle outside room is 6' 2" wide and room has a 34" office door

Brandon Regional Service Center, Room #110 311 Pauls Drive Brandon, Florida 33511



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5. What are the power requirements for proposed equipment?
6. Please explain & provide samples of reporting functions available for proposed solution.

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7. TRANSPORTATION AND DELIVERY

All Good/Service(s) for this Request for Proposal must be delivered by no later than 09/30/2025.

Delivery of Good/Services(s) shall be to the following locations:

Clerk of Court & Comptroller

Customer Service Center

Room #101

800 E. Twiggs Street

Tampa, Florida 33602

Official Records and Tax Deeds

Room #140

419 Pierce Street

Tampa, Florida 33602

Plant City Courthouse

Room #1071

301 N. Michigan Avenue

Plant City, Florida 33563

Brandon Regional Service Center

Room #110

311 Pauls Drive

Brandon, Florida 33511

- a. When do you require a Purchase Order issued, in order to meet the delivery deadline of 09/30/2025?

8. INSTALLATION & TRAINING

The selected Proposer will be responsible for complete installation of all equipment and training. This includes all hardware, software and any tools necessary to complete the installation. The Proposer will be responsible for identifying AC power requirement, prior to installation.

Please provide details of training to be provided for proposed solution. Equipment must be installed in tight or limited spaces and may need to operate alongside existing systems during transition. A site assessment is required before final installation.

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9. WARRANTY & MAINTENANCE & ONGOING SUPPORT

- a. Warranty: Please provide the manufacturer warranty for all proposed hardware and software.
- b. Maintenance & Ongoing Support: Please provide details for level of service and ongoing support for all proposed hardware and software. Proposal must include pricing for multi-year maintenance and support. Maintenance and Support should include all hardware, software, licenses, upgrades, and parts and labor. Maintenance and Support services to begin after acceptance of all goods/services and after warranty period has ended.
- c. The clerk does not have development staff or another system to test updates against prior to production updates. The Clerk would leave updates to the proposer to verify prior to updating our systems. The proposer must work with the Clerk to schedule updates on a timely and recurring basis excluding emergency and zero-day updates which would need to be coordinated as soon as possible.

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PART IV

PROPOSAL

AUTOMATED CASH RECYCLER SYSTEMS

REQUEST FOR PROPOSAL NUMBER: **02/25**

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 8 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.

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AUTOMATED CASH RECYCLER SYSTEMS

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

A. ATTACHMENTS

1. Price Sheet Summary (Attachment 1)

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. The Proposer shall submit pricing on Attachment 1, entitled "Price Sheet Summary".

2. Proposal Submittals (Attachment 2)

This section will include the Proposer's complete response to this Request for Proposal to include, where appropriate, samples, 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 proposal. The above information shall be written on Attachment 2, entitled "Proposal Submittals".

3. 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 Firms requesting similar quantity and diversity as required in the proposal Specifications. Please include one reference for a new client that implemented your services in the past twelve (12) months. The Proposer must provide company name and address, contact name and phone number, and date of completion. Additional information is welcome.

The above information shall be written on Attachment 3, entitled "References".

4. Certification Regarding Scrutinized Companies (Attachment 4)

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 4, entitled "Certification Regarding Scrutinized Companies."

5. Foreign Country of Concern Attestation (Attachment 5)

The Proposal must include a completed and signed Foreign Country of Concern Attestation. The attestation shall be returned as Attachment 5, entitled "Foreign Country of Concern Attestation."

6. Human Trafficking Affidavit (Attachment 6)

The Proposal must include a completed, signed, and notarized Human Trafficking Affidavit. The affidavit shall be returned as Attachment 7, entitled "Human Trafficking Affidavit."

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7. Terminations/Rejections/Suits (Attachment 7)

The Bidder shall respond to the questions presented in Attachment 7, entitled "Terminations/Rejections/Suits". The intent of this Attachment is to confirm every occasion that a client has terminated or not renewed the Bidder's Contract due to non-performance; occasions when the Bidder's Bid involving any item contained in this Bid was rejected, and every occasion the Bidder has been involved in a lawsuit involving the performance of any item contained in this Bid. If there are no terminations/rejections/suits as described above, the Bidder shall so state in the Attachment.

8. Deviations (Attachment 8)

The Bidder shall state every deviation to the Bid documents upon which the Bid is based. Otherwise, the Bid will be considered as being made in strict compliance with and subject to the Bid documents, and any deviations contained in the Bid, but not specifically described in the deviations Attachment shall be waived. In the instances in which a deviation is listed in Attachment 8, the Bid may be rejected by the Clerk for failure to meet exact requirements; except, however, said Bid 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 Bid documents, or where such deviation does not destroy the competitive character of the Bid or the Bid process. The Bid must clearly and separately discuss and explain any deviation or exception to this Bid document and reference the general Bid document paragraph and clause to which the deviation refers. The above information shall be written on Attachment 8, entitled "Deviations". If there are no deviations as described above, the Bidder shall so state in the Attachment.

9. Statement on Public Entity Crimes (Attachment 9)

The Bidder must sign a statement under Section 287.133 Florida Statutes, on Public Entity Crimes and return as Attachment 9, entitled "Statement on Public Entity Crimes". Failure to do so may constitute grounds for rejection of this Bid.

10. Equal Employment Opportunity Statement (Attachment 10)

The Bidder must sign an Equal Employment Opportunity Statement and return as Attachment 10, entitled "Equal Employment Opportunity Statement". Failure to sign this Equal Employment Opportunity Statement may constitute grounds for rejection of this Bid. The Bidder assures the Clerk that said Bidder is in compliance with all applicable laws concerning discrimination, and the Bidder understands that this Agreement is conditioned upon the veracity of the Statement of Assurance.

11. Business Information Affidavit and Non-Resident Business Certification (Attachment 11)

Bidders are to provide their Business Information on Attachment 11, entitled "Business Information Affidavit and Non-Resident Business Certification." Bidders who are non-resident

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corporations shall furnish to the Clerk a duly certified copy of their permit to transact business in the state of Florida. The Bidder shall attach the certified copy to Attachment 11, 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 Bid.

12. Indemnification and Insurance Requirements (Attachment 12)

It is understood that any Bidder 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 Bidder 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 Bid.

13. Certification Regarding Debarment (Attachment 13)

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

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AUTOMATED CASH RECYCLER SYSTEMS
ATTACHMENT 1
PRICE SHEET SUMMARY

Line	Product SKU and Name	Product Description	Quantity	Unit Price	Extended Price
HARDWARE					
1					
2					
3					
4					
5					
6					
SOFTWARE & LICENSES					
7					
8					
DELIVERY AND INSTALLATION					
9					
10					
TRAINING					
11					
MULTI-YEAR MAINTENANCE AND SUPPORT SERVICES					
12					
Total:					

Proposer

Signature of Authorized Representative

Date

Printed or Typed Name and Title of Authorized Representative

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ATTACHMENT 2
PROPOSAL SUBMITTALS

Proposer

Signature of Authorized Representative

Date

Printed or Typed Name and Title of Authorized Representative

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ATTACHMENT 3
REFERENCES

COMPANY NAME AND ADDRESS	CONTACT NAME	CONTACT PHONE NUMBER	COMPLETION DATE

Proposer

Signature of Authorized Representative

Date

Printed or Typed Name and Title of Authorized Representative

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ATTACHMENT 4

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 _____

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Type of Identification Produced _____

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ATTACHMENT 5

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)

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ATTACHMENT 6

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 _____

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ATTACHMENT 7

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 Bidder, or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years? _____ (Y/N)

2. Has Bidder, or any member of Bidder, been declared in default, terminated or removed from a contract or job related to the services Bidder provides in the regular course of business within the last five (5) years? _____ (Y/N)

3. Has Bidder 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 Bidder 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 _____

Bidder Name _____

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AUTOMATED CASH RECYCLER SYSTEMS

Date _____

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ATTACHMENT 8

DEVIATIONS

Acknowledged by:

Signature_____

Name_____

Title_____

Bidder Name_____

Date_____

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ATTACHMENT 9

STATEMENT ON PUBLIC ENTITY CRIMES

The Bidder 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 Paragraph 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,

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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 _____

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Bidder Name _____

Date _____

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ATTACHMENT 10

EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

The undersigned Bidder, by the signature below, represents that the foregoing information is true and correct. The undersigned Bidder, 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 Bidder 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.

BIDDER

By: _____

Authorized Signature signed in ink before a
Notary Public

Typed name of person signing above

Title of person signing above

Date signed

ATTEST

Witness

Witness

Notary Public, State of

My commission expires

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ATTACHMENT 11

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 Bidder 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 Bidder 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 Bidder is other than a sole proprietorship, corporation or partnership, describe the organization and give the name and address of principals:
5. If Bidder or company is an operation under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

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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 Bid. Please attach certificate of competency and State registration.
8. If Florida certified minority, woman, or veteran business enterprise, please attach certificate.

THE BIDDER 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 BIDDER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE BIDDER'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE CLERK TO REJECT THE BID OR BID, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

Acknowledged by:

Signature_____

Name_____

Title_____

Bidder Name_____

Date_____

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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 Bidder, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The Bidder 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 Bidder under this agreement for this hold harmless/indemnification provision.

INSURANCE REQUIREMENTS

The Bidder 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 <i>Liability shall include- Bodily injury</i>	\$ 1,000,000 Per Occurrence \$ 1,000,000 General Aggregate

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<p><i>Property Damage liability; Personal Injury liability and Advertising injury liability Coverages shall include:</i></p> <p><i>Operations; Products/Completed Operations; Contractual</i></p> <p><i>Independent Contractors</i></p>	
<p>Comprehensive Auto Liability, CSL, <i>shall include "any auto" or shall include all of the following: owned, leased, hired, non-owned autos, and scheduled autos.</i></p>	<p>\$ 1,000,000 Combined Single Limit \$ 1,000,000 General Aggregate</p>

Certification:

It is noted that the Clerk has a contractual relationship with the named Bidder, 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

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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 of Court & Comptroller 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.

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- 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: 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_____

Bidder Name_____

Date_____

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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 Bidder 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 Bidder is unable to certify to any of the statements in this certification, such prospective Bidder shall attach an explanation to this certification.

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

1. Each Bidder 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 his 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 Bidder shall provide immediate written notice to the Clerk at any time the Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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3. The Clerk of Court & Comptroller may rely upon a certification of a Bidder 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 Bidder's business location.

Acknowledged by:

Signature_____

Name_____

Title_____

Bidder Name_____

Date_____

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**PART V
LETTER OF INTENT**

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

Subject: AUTOMATED CASH RECYCLER SYSTEMS

We, the Proposer identified below, are in receipt of the Request for Proposal, Document Number 02/25 AUTOMATED CASH RECYCLER SYSTEMS dated June 4, 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

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AUTOMATED CASH RECYCLER SYSTEMS
REQUEST FOR PROPOSAL 02/25

PART VI
DRAFT AGREEMENT

MAINTENANCE AND SUPPORT, AUTOMATED CASH RECYCLER SYSTEMS

REFERENCE RFP 02/25

This Automated Cash Recycler Systems Agreement (this "Agreement") is entered into as of this _____ day of _____, 20_____, (the Effective Date) by and between Victor D. Crist, **CLERK OF COURT & COMPTROLLER, HILLSBOROUGH COUNTY, FLORIDA**, hereinafter called "Clerk"; and _____ hereinafter called "Contractor".

Recitals

WHEREAS, Clerk has requested that Proposer provide certain Automated Cash Recycler Systems (collectively, the "Services" or sometimes alternatively called the "Automated Cash Recycler Systems" or "Minimum Services") to the Clerk pursuant to the terms of Request for Proposal 02/25 dated June 4, 2025 ("RFP"); and

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

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

Agreement

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

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1.1 This Agreement;

1.2 Contractor's Proposal, which includes the Contractor's Price Sheet Summary; information in response to Part III of the RFP contained in paragraphs "C" through "E"; Attachments 1 through 14, 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 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 Contractor and Clerk and supersedes all prior representations, conditions, warranties, understandings, Proposals or agreements regarding Automated Cash Recycler Systems. 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. Contractor has agreed to provide the Automated Cash Recycler Systems for the prices set forth in Contractor'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 Contractor charge the Clerk for any services except as specifically set forth in the pricing set forth in the Proposal.

If Clerk requests and Contractor 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.

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Clerk reserves the right to negotiate with the Contractor 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. Contractor 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, Contractor 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 Contractor 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 Contractor, then the Contractor 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.

4. Term and Termination.

4.1 Term. The initial Contract shall be for a period of three (3) 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 five (5) 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.

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 Legislature and/or Hillsborough County. In the event funds are not appropriated, the Clerk shall notify Contractor 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 written notice to Contractor. The Clerk shall be responsible for payment for all professional services performed prior to the date of termination. For fixed

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priced Proposals, the Clerk shall pay for all work for any incomplete milestone or deliverable based on the percentage of work performed. Contractor will have no obligations to complete or deliver any items following the notice of termination.

4.2.3. Default. If Contractor is in default in the performance of Services and after written notice of default by the Clerk, Contractor fails to cure the default in accordance with the terms of paragraphs 14, 15 and 16 below, the Clerk may terminate this Agreement.

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

4.3 Termination by Contractor.

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 Contractor, 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 Contractor, the Clerk fails to cure the default within days (30) days, then Contractor may terminate this Agreement.

4.3.2 Clerk Insolvency or Bankruptcy. Contractor 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. Contractor 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 Contractor.

5. Services; Fees; Invoices.

Clerk shall pay Contractor 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 Contractor shall be limited to those fees set forth on the Pricing Schedule submitted as part of Contractor's Proposal.

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Prices shall remain firm and fixed for the Term of this Agreement, including any optional extension term as provided on the Pricing Schedule, provided however, the Contractor may offer incentive discounts to the Clerk at any time during the Term, including any renewal or extension thereof.

6. Verification of Employment Eligibility

Florida Statute 448.095 is incorporated by reference into this Paragraph of the Agreement. Contractor agrees to proposal by Florida Statute 448.095.

7. Confidential Information

7.1 Contractor's Confidential Information. If applicable, and unless otherwise provided in the Service Documentation, all software provided to Clerk constitute Contractor's or its vendor's confidential information ("Contractor's Confidential Information"), and Clerk will not acquire any ownership interest in or rights to Contractor's Confidential Information as a result of Clerk's use of any Service. Clerk will (a) maintain the confidentiality of the Contractor'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 Clerk's employees who have a need to use the Contractor'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 Contractor's Confidential Information. Clerk will notify Contractor 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 Contractor's Confidential Information. If Clerk (or its employees or agents) is responsible for the Unauthorized Use, Clerk will, at its expense, if directed by Contractor in lieu of Contractor taking such action itself, promptly take all actions, including without limitation initiating court proceedings to recover possession and prevent further Unauthorized Use of the Contractor's Confidential Information and obtain redress for any injury caused to Contractor as a result of such Unauthorized Use.

7.2 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 Contractor 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 Contractor will not

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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 Contractor 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 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 Contractor 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 Contractor'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 Clerk's Confidential Information and subject to the terms of this Agreement. Contractor 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. Contractor agrees to maintain said confidentiality in accordance to all state and federal laws regarding privacy and confidentiality.

Contractor will notify 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 Contractor (or its employees or agents) is responsible for the Unauthorized Use, Contractor will, at its expense, if directed by Clerk in lieu of 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 Clerk as a result of such Unauthorized Use.

Contractor 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.

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In addition, Contractor 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 Contractor 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 Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the Clerk; provided, however, that Contractor may retain such copies as are required by applicable law or in accordance with its customary record retention practices and procedures. Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the Clerk, and its officers and employees from the breach by Contractor (or any person or entity acting by, through or for the Contractor) 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 Clerk or its officers and employees. The provisions and obligations of this Section shall survive the expiration or earlier termination of this Agreement.

7.3 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.

8. 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 8.

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8.1 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.

8.2 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. Contractor warrants that in providing the Services under this Agreement and the Service Documentation, it will not violate any applicable federal or state law.

8.3 If Clerk employs an agent in connection with its use of any Service and the Clerk has provided written notification to Contractor authorizing such agent to act, Clerk represents and warrants to Contractor that (a) such agent is duly authorized to act on behalf of the Clerk and (b) Clerk will exercise appropriate controls to ensure each agent so authorized does not exceed the authority so granted to it. Any communication to Contractor regarding Clerk's use of a Service from Clerk's agent will be deemed to be a communication from Clerk, and Clerk authorizes Contractor to communicate with Clerk's agent regarding any such communication or Service.

8.4 If Contractor employs an agent or third party service provider in connection with providing the Services under this Agreement and the Service Documentation, Contractor represents and warrants to Clerk that (a) Contractor's governing body has duly authorized the agent or third party service provider, and (b) Contractor 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 Clerk from Contractor's agent or third party service provider will be deemed to be a communication from Contractor, and Contractor authorizes Clerk to communicate with Contractor's agent or third party service provider regarding any such communication or Service.

8.5 Neither Contractor 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.

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8.6 Contractor warrants that it has reviewed the Clerk's requirements and has asked such questions and conducted such other inquiries as the Contractor deems necessary in order to determine the price of the Services as set forth in the Price Sheet Summary provided as part of the Contractor's Proposal.

8.7 Contractor 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 Contractor's services to the Clerk.

8.8 Contractor represents and warrants that all of the information and representations provided to Clerk in response to Part III, paragraphs "C" through "E" and all information contained in the Attachments which form a part of Contractor's Proposal are truthful and accurate and constitute performance warranties by the Contractor for the performance of the Services to the Clerk, as described in this Agreement.

9. Liability and Reimbursement: Indemnification.

9.1 Contractor will perform each Service in accordance with all applicable laws and reasonable commercial and professional standards applicable to Contractor's business; laws, regulations and operating circulars governing the activities of Contractor; and the Service Documentation.

9.2 Contractor shall at all times hereafter indemnify and hold harmless, the Clerk, and her 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 Contractor'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 Contractor, 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 Contractor 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 Contractor be liable for any indirect, special, consequential or punitive damages, whether or not the likelihood of such

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damages was known to Contractor, and regardless of the form of the claim or action or the legal theory on which it is based. Contractor 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. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor 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, Contractor 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 Contractor under this Agreement may be retained by the Clerk, respectively until all of 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.

9.3 In addition to Section 9.2 above, Contractor 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 Contractor 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 Contractor or its subcontractors, agents, servants or employees. The Contractor 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 Contractor 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.

9.4 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.

9.5 IN NO EVENT SHALL CLERK INDEMNIFY OR HOLD HARMLESS OR INSURE OR ASSUME LIABILITY FOR THE ACTS, OMISSIONS TO ACT OR NEGLIGENCE OF THE

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CONTRACTOR OR ANY EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, SUBCONTRACTORS OR ANY PERSON OR ENTITY ACTING ON CONTRACTOR'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 9.5 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 CLERK'S EMPLOYEES OR OFFICERS SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT.

The Clerk as a county constitutional officer enjoys the privileges of sovereign immunity and will not waive the sovereign immunity privilege by any contract term including an indemnity clause that attempts to require the Clerk to indemnify the Contractor or any third party. The Clerk will not and does not provide any indemnity to the Contractor or any other person or entity as a condition of the Contract. Any such Contract term that attempts to impose an indemnity obligation by the Clerk is void ab initio.

10. Patent and Copyright Information.

The Contractor 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 Contractor 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 Contractor 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, Contractor will have no liability for infringement based on (i) any unauthorized alteration or modification of the Services or Deliverables by any party other than Contractor, (ii) the Clerk's use of the Services or Deliverables in any manner other than as permitted under the Service of Documentation, or (iii) the Clerk's use of the Services or Deliverables in combination with any equipment or software not authorized by Contractor 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.

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The Contractor 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 Contractor shall enter into agreements with all supplier and subcontractors at the Contractor'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 Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Services.

11. Performance.

11.1 Contractor 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. Clerk shall be entitled to satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Contractor'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 Contractor to adequately address the issues raised by the Clerk to the Clerk's satisfaction, the Contractor shall make employee adjustments necessary to adequately address any issues raised by the Clerk.

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

12.1 The Contractor 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 Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of seven (7) years 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 Contractor. The invoices must be reviewed and approved by the Clerk, prior to payment 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, the Clerk accounts.

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13. Contractor's Insurance. At all times during the term of this Agreement, including any and all option years or extension periods, Contractor shall maintain insurance coverage meeting the requirements set out in the RFP, subject to the exceptions and modifications noted in the Proposal. Contractor 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.

14. Events of Default.

14.1 Events of Default. An Event of Default shall mean a breach of this Agreement by the Contractor. 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 Contractor 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 Contractor 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 Contractor has failed to make prompt payment to Subcontractors or suppliers for any Services;
- (d) the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
- (e) the Contractor has failed to obtain the approval of the Clerk where required by this Agreement;
or
- (f) the Contractor has failed in the representation of any warranties stated herein.

14.2 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

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this Agreement, and Contractor will promptly provide such applicable materials, products, documentation, reports and data.

15. 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 Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor 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 Contractor 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 Contractor 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 Contractor shall discontinue the Services upon the Termination Date.

16. Remedies in the Event of Default.

If an Event of Default occurs, the Contractor 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 Contractor shall also remain liable for any liabilities and claims related to Contractor's default.

17. Miscellaneous.

17.1 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. Contractor will be entitled to rely on any notice from Clerk that it believes in good faith was authorized by an authorized representative of 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

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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,
601 E. Kennedy Blvd.
Tampa, FL 33602

FOR CONTRACTOR:

< Name >

< Title >

< Contractor Name >

< Address >

< City, State, Zip >

< Phone >

17.2 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 Contractor will incur no liability to 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.

17.3 Contractor Service Providers and Agents. The Services rely upon a robust network of Contractor assets, employees and third-party resources located in the United States and around the world to provide service to Contractor's customers. Contractor reserves the right to perform the Services using this model and to add and delete service providers at Contractor's discretion. Contractor has rigorous vendor engagement policies and procedures. Contractor 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 Contractor's customers, including the Clerk.

17.4 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

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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 Contractor's and 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, CONTRACTOR AND CLERK HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

17.5 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.

17.6 Payable Interest.

17.6.1 Payment of Interest. According to section 218.74, Florida Statutes (2023), 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 Contractor 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.

17.6.2 Rate of Interest. In any instance where the prohibition or limitations of Section 17.6.1 are determined to be invalid or unenforceable, the annual rate of interest payable by Clerk under this Agreement, whether as prejudgment interest or for any other purpose, shall be paid pursuant to section 218.74, Florida Statutes (2023), as set forth above, or such other rate established by Florida law.

17.7 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

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regarding confidentiality, proprietary interest, and limitations of liability shall survive termination, cancellation or expiration of this Contract.

17.8 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.

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

17.10 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.

17.11 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.

17.12 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.

17.13 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.

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17.14. 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.

18. Statutory Requirements.

18.1 **Termination for Violation of Section 287.135, Florida Statutes.**

18.1.1 **Contract worth one million dollars or more.** 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 s. 287.135(5), or, has been placed on a list created pursuant to s. 215.473, relating to scrutinized active business operations in Iran.

18.1.2 **Clerk option to terminate.** 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, or is engaged in the boycott of Israel.

18.2 **Public Records Requirement.** The Clerk may terminate a Contract if the Contractor refuses to allow public access to all documents, papers, letters or other material made or received by the Contractor in conjunction with the Contract, unless the Records are exempt under Florida law.

18.2.1 **Clerk as custodian.** The Clerk is the custodian of all public records in paper or electronic form that are received or generated by the Clerk (or third parties at the Clerk's direction) in the performance of all Clerk duties. Pursuant to s. 119.0701, Fla. Stat., Contractor shall keep and maintain public records required by the Clerk to perform Contractor's services defined by this Agreement. The Clerk's custodian of public records is the Clerk's contract manager identified in the Contract documents. Successor Clerk custodians of public records will be promptly identified in writing to the Contractor.

18.2.2 **Definition of "Public records."** "This Agreement adopts the definition of "Public records" as contained in s. 119.011(12), Fla. Stat. (2023) and identifies the Clerk as a "Custodian of public records" as defined in s. 119.011(5).

18.2.3 **Contractor duty to provide requested records.** Upon request from the Clerk's custodian of public records, Contractor shall provide the Clerk with a copy of the requested

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records or allow the requested records to be inspected or copied within a reasonable time at a cost that does not exceed the costs permitted by Chapter 119, Florida Statutes.

18.2.4 **Contractor duty to maintain exemption or confidentiality of records.**

Contractor shall ensure that public records that are exempt or confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term. At the end of the contract term, the Contractor shall transfer all public records (as defined herein) back to the Clerk and destroy any duplicate public records remaining in Contractor's possession. Thereafter, the Contractor's obligations under this paragraph shall terminate.

18.2.5 **Clerk receives public records request for records in Contractor's custody.** If the Clerk receives a public records request for a public record in the custody of the Contractor as identified above, the Clerk shall immediately notify the Contractor of the Request and the Contractor shall provide the requested records to the Clerk or allow the requested records to be inspected or copied within a reasonable time, but only after first redacting all exempt or confidential information contained within the requested records.

18.2.6 **Contractor's failure to comply.** If Contractor does not comply with the Clerk's request for records, the Clerk shall enforce the contract provisions in accordance with the terms of this Agreement. Subsections (3) and (4) of s. 119.0701, Fla. Stat. are incorporated by reference into this paragraph of the Agreement and further defines the obligations and penalties for Contractor's noncompliance with s. 119.0701.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:KIM RICHARDS, RECORDS CUSTODIAN(813)307-7112, Kimberly.richards@hillsclerk.com,419 PIERCE STREET, ROOM #140, TAMPA, FL 33601.

18.3 Verification of Employment Eligibility. Section 448.095, Fla. Stat. is incorporated by reference into this paragraph of the Agreement. Contractor agrees to abide by s. 448.095, Fla. Stat. The Contractor shall immediately notify Clerk's Finance Director in writing if it can no longer comply with the provisions cited in this paragraph. Contractor's ability to perform in compliance with these statutory provisions cited in this paragraph 24 is a continuing obligation that extends through the Contract term.

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18.4 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. See s. 287.05701, Fla. Stat.

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

< CONTRACTOR >

By:_____

By:_____

Name:_____

Name:_____

Title:_____

Title:_____

Date:_____

Date:_____

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**PART VII
STATEMENT OF NO PROPOSAL**

NOTE: If you do not intend to proposal 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 proposal on your Request for Proposal # 02/25 Automated Cash Recycler Systems 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 proposal list.
- _____ Other (specify below).

The undersigned understands that if the "No Proposal" 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 _____