OFFICE OF TAX COLLECTOR ORANGE COUNTY, FLORIDA



REQUEST FOR PROPOSALS

COMPREHENSIVE BANKING AND TREASURY MANAGEMENT SERVICES

SUBMIT PROPOSALS IN PERSON TO

CINDY VALENTINE, ASSISTANT TAX COLLECTOR TAX COLLECTOR'S OFFICE SUNTRUST CENTER TOWER 200 S. ORANGE AVENUE, 16TH FLOOR ORLANDO, FL 32801

SUBMIT PROPOSALS BY U.S. MAIL TO

CINDY VALENTINE, ASSISTANT TAX COLLECTOR TAX COLLECTOR'S OFFICE SUNTRUST CENTER TOWER 200 S. ORANGE AVENUE, 16TH FLOOR ORLANDO, FL 32801

PROPOSALS ARE DUE NO LATER THAN MARCH 01, 2017

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NOTICE OF REQUEST FOR PROPOSAL

The Tax Collector will receive sealed proposals for: **Solicitation NO. TC-PUR010117-CB** Comprehensive Banking and Treasury Management Services until 4 p.m. local time on **March 01, 2017.**

Sealed proposals including one original and two (2) copies of the proposal must be received by the time and date specified above. They should be addressed to Cindy Valentine, Assistant Tax Collector, Orange County Tax Collector's Office, 200 South Orange Avenue, 16th Floor, Orlando, Florida, 32801. Facsimiles, e-mail or telephone calls are **NOT** acceptable. All proposals must be manually and duly received by an authorized Officer (as applicable). All proposals must be marked: **Solicitation NO. TC-PUR010117-CB, Comprehensive Banking and Treasury Management Services.**

The Orange County Tax Collector reserves the right to reject any or all bids.

IMPORTANT – NOTICE to Vendors: You may have been sent this NOTICE because you requested to be placed on the Orange County Tax Collector's Vendor List for this category.

If you do not intend to submit a proposal pursuant to the NOTICE, and wish to continue to receive NOTICE of Orange County Tax Collector's Request for Proposals, you must return the following **Statement of No-Proposal.** If you do not return this form, you may be placed on "inactive status" or deleted from the Orange County Tax Collector's Vendor list.

STATEMENT OF NO-PROPOSAL

We have declined to submit a proposal on this item/service.

- [] Please **leave** our firm on your vendor list.
- [] Please **remove** our firm from your vendor list for all categories.
- [] Please **remove** us from your vendor list relative to the following products or services only:

Comments:

Company Name:		Phone	
Mailing			Address:
City:			
	State:	Zip:	
Authorized Signature:		Date:	
Printed Name:			

OBJECTIVES

The Orange County Tax Collector (Tax Collector), requests sealed proposals (RFP) from qualifying banks to provide the Orange County Tax Collector comprehensive banking and treasury management services. The Tax Collector will enter into a contract for all requested services with a single bank for the life of the contract except for merchant services, which at times does not lend itself to using a single source. The range of services described in detail below includes collection and deposit, concentration and disbursement, account maintenance and overnight investment services. The Tax Collector issues this RFP in his capacity as Tax Collector of Orange County.

The Tax Collector desires to establish a banking relationship with a qualified bank to provide the services described below. Under this approach, it is essential that the winning bank and the Tax Collector maintain open and frequent two-way communication, provide and receive timely responses, establish services and service levels by contract or written agreement, provide and receive fair pricing and compensation, and maintain high ethical standards.

BANK QUALIFICATIONS

Qualified Public Depository:

Only banks meeting the criteria set forth in Chapter 280, Florida Statutes, Florida Security for Public Deposits Act (Act) shall be considered. The winning bank must be a qualified public depository as set forth in the Act at the time of proposal and maintain this status throughout the life of the contract. A proposing bank shall provide evidence of its status as a qualified public depository.

Bank's Financial Strength:

Only banks meeting the following measures of financial strength shall be considered. For the quarter ended **December 31, 2016**, a proposing bank must be ranked by the Federal Reserve Board in the top 50 banks having consolidated assets of \$300 million or more. A proposing bank shall provide evidence of its rank with the Federal Reserve Board and the amount of consolidated assets.

The bank's response shall include its credit ratings. At a minimum, the proposal must include the long-term and short-term issuer ratings from Standard and Poor's and Moody's Investors Service.

INTRODUCTION

The Orange County Tax Collector intends to hire a firm to provide the services described in Scope of Services of this Request for Proposal. Firms interested in submitting a response to this RFP should carefully review this RFP for instructions on how to respond and for the applicable contractual terms and conditions.

Response packages will be accepted until 4 p.m. local time on March 01, 2017 and should be addressed to:

Cindy Valentine, Assistant Tax Collector Orange County Tax Collector's Office SunTrust Center Tower 200 South Orange Avenue, 16th Floor Orlando, Florida 32801

CONTRACT PERIOD

All services shall be provided for a four-year period with three one-year renewals by the mutual agreement of all parties. The winning bank shall provide services during the three (3) optional one-year renewal periods at the same costs, terms and conditions provided for in the initial four-year period of the contract. The inception date shall be July 1, 2017. If the winning bank shall not be the current provider of comprehensive banking services, SunTrust Bank, the winning bank shall begin transition, conversion and implementation operations no later than **May 30, 2017**, to be fully operational by the inception date. A proposing bank other than SunTrust Bank shall submit its implementation schedule as part of its response.

CONTRACT STRUCTURE

The Tax Collector expects to enter into a master banking and treasury management services agreement with the awarded bank. The Tax Collector expects the master agreement to be supplemented by other agreements including but not limited to wire transfer, positive pay services, and stop payment agreements. The winning bank's proposal shall become an integral part of the master agreement.

The Orange County Tax Collector can terminate the agreement immediately, should information be received relating to the dwindling creditworthiness of the bank or adverse changes to the portfolio, collateralizing our funds held by the bank.

DEFINITIONS

- A. The term "proposer" means the entity making an offer to the Tax Collector in response to this Request for Proposal.
- B. The term "Contractor" means a proposer that is awarded a contract as a result of this Request for Proposal.
- C. The term "firm" means the successful bidder of this request.
- D. The term "RFP" means the Request for Proposal.
- E. The term "OCTC" means Orange County Tax Collector

RECEIPT OF PROPOSALS

The submitted proposal must be received by Cindy Valentine in the Administration Department prior to the date and time specified. The mere fact that the proposal was sent will not be considered received; the firm must ensure that the proposal is actually delivered.

Sealed proposals may not be amended or otherwise changed by any writing placed outside the sealed package. However, any such written "outside" communication by a proposer shall be construed by "OCTC" as indicating a withdrawal of the sealed proposal to which the communication relates (thereby causing the proposer to have issued "no proposal" for consideration by the "OCTC".

The delivery of said proposal to the "OCTC's" office prior to the time and date stated in the preceding sentence is solely and strictly the responsibility of the Proposer. The Tax Collector will in no way be responsible for delays caused by the United States Postal Service or for delays caused by any other occurrence.

The proposer is solely responsible for reading and completely understanding the requirements and the specifications of the proposal items. Under **no** circumstances will a proposal delivered after the delivery time specified be considered. Late proposals will be returned to the Proposers unopened with the notation: "This Proposal was received after the delivery time designated for receipt."

Proposals may be withdrawn on written or facsimile requests dispatched by the Proposer in time for delivery in the normal course of business prior to the time fixed, provided that written confirmation of any facsimile withdrawal over the signature of the Proposer is placed in the mail and postmarked prior to the time set for the opening of bid proposals. Negligence on the part of the Proposer in preparing his/her proposal confers no right of withdrawal or modification of his/her proposal after such proposal has been opened by Orange County Tax Collector. Proposers may not withdraw or modify their proposals after the appointed proposal deadline. In addition, proposals will be in force for a period of ninety (90) days after the acceptance of proposals.

No interpretation of the meaning of the specifications or other contract documents will be made to any proposers verbally. Every request for such interpretation must be in writing and emailed to Cindy Valentine –Assistant Tax Collector, <u>cvalentine@octaxcol.com</u>, as the appropriate Tax Collector's representative. To be given consideration, such requests must be received by **February 8, 2017at 4 P.M**. Any and all such interpretations and any supplemental instructions must be in the form of a written addendum which, if issued, shall be sent to all prospective Proposers at the respective email or regular mail address. Failure of any Proposer to receive any such addendum or interpretation shall not relieve said Proposer from any obligation under his/her proposal submitted. All addenda issued shall become part of the contract documents.

QUESTIONS AND INQUIRIES

Questions and inquiries about this Request for Proposal should be directed to Cindy Valentine, Assistant Tax Collector at <u>cvalentine@octaxcol.com</u>. Questions should be submitted in writing at least three (3) days prior to the specified due date of the RFP.

RESERVATIONS

The Tax Collector reserves the right to accept or reject any or all proposals resulting from this Request for Proposal, to negotiate with all qualified sources, or to cancel, in part or in its entirety, this Request for Proposal if found in the best interest of the Tax Collector. All proposals become the property of the Tax Collector.

REIMBURSEMENT

There is no express or implied obligation for the Tax Collector to reimburse responding firms for any expenses incurred in preparing Proposals in response to this Request for Proposal and the Tax Collector will not reimburse responding firms for these expenses, nor will Tax Collector pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

DRUG-FREE WORKPLACE

Submit Drug-Free Workplace form. Failure to certify the firm has a drug-free workplace policy in accordance with 287.087, Florida Statutes, shall result in rejection or disqualification of the proposal (Form 4B).

NON-DISCRIMINATION OF EMPLOYMENT

Submit a Statement of Assurance for non-discrimination of employment (Form 4C).

CONVICTED VENDOR LIST:

In accordance with Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity....may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO (2) for a period of 36 months from the date of being placed on the convicted vendor list (Form 4D).

SCOPE OF SERVICES

A proposing bank shall positively affirm its capability to provide the specified services or shall note any exception(s) on the Objectives and Scope of Services Response Form. Banks are invited to propose reasonable alternatives to the requested services.

The Tax Collector is responsible for the collection and distribution of real estate and tangible property taxes, vehicle, vessel-registration and title fees, hunting and fishing license fees, driver license fees and local business tax receipts for County and State agencies. The Tax Collector collects over one billion dollars through the account on an annual basis and also maintains an

office account of approximately twenty-eight million dollars annually. The revenues are collected at eight (8) locations throughout the County with bank deposits prepared at each location and transported to a central bank processing location by armored car service. One (1) location processes revenues through an image cash letter transmitted daily to the bank. The Tax Collector employs approximately 274 employees. The Tax Collector has a separate agreement in place to provide armored car services. Armored car services are not required and are not considered a part of this proposal.

A written investment policy is in place that allows short term investments in instruments such as money market funds, certificates of deposit, etc. The Tax Collector currently has an agreement with the bank's investment department and an independent third party custodian for holding securities under delivery versus payment.

The Tax Collector currently has one (1) deposit account for all funds (the master account) and one (1) control pay account for checks. Investments are made from the master account daily by overnight sweep or other investment instruments. The control pay account is a zero balance account. Accumulated fees will be billed quarterly for payment. A monthly account analysis statement is received for each account with a summary relationship statement combining all accounts.

The Tax Collector currently uses Online Banking for daily reports, wire transfers, ACH transfers, file transfers and stop payments. Customer overpayments are made by check. Approximately **17,432** checks were written in 2016. Most local and State Government disbursements are made by ACH or EFT. Payroll is by direct deposit. Receipts are received from maturing investments. The bank shall provide book transfer capability on its web-based banking system to transfer money between accounts at the bank.

The Tax Collector currently uses an in-house lock box system for property tax payments. Lockbox services are not required and will not be a part of this proposal.

Funds Availability:

The Tax Collector seeks to maximize funds availability. In order to accomplish this goal, the winning bank shall meet the following minimum cutoff and availability requirements.

- a. A proposing bank shall provide deposit deadline schedules for each of its branches that will enable the bank to implement the ledger cutoff times set forth below.
- b. A proposing bank shall provide a ledger cutoff time of 2 p.m. or later, Monday through Thursday. The bank shall provide a ledger cutoff time of 5 p.m. or after, on Friday and a banking cutoff time of 5 p.m. or later on Friday and any banking day preceding a bank holiday.
- c. Wire transfers shall receive ledger credit on receipt and same day availability. ACH credits shall be memo posted immediately, receive same day ledger credit, and same day availability. U.S. checks shall receive same day availability. A proposing bank shall provide its funds availability schedule and its methodology for computing deposit float.

Returned Items:

All items returned shall be forwarded to the Envision Payments Solution.

Fraud Control:

Only banks capable of providing ACH block, ACH control and ACH positive pay shall be considered. ACH block returns all ACH debits or credits attempting to post to an account. ACH control accepts authorized ACH transactions based on the Tax Collector's list of designated originators.

Positive Pay Services:

To implement additional fraud protection over the Tax Collector's checks, only banks capable of providing positive pay service with payee match and a no-pay default option shall be considered. The agreement shall reflect that the winning bank's positive pay system be implemented at its teller lines. The bank shall provide an affirmative or negative response for each exception check. A proposing bank will be asked to provide three bank references who utilize the proposed positive pay services.

Stop Payment and Date Legend:

The Tax Collector desires to negotiate a stop payment agreement. The agreement shall reflect a lifetime stop payment order.

The Tax Collector shall imprint its checks with the following date legend, "Void after 180 days" or similar language agreed to by the Tax Collector and winning bank. The stop payment agreement shall reflect that the bank agrees to the standard of reasonable care in honoring date legend checks.

ACH and Wire Transfers:

The Tax Collector desires to negotiate a wire transfer agreement. The agreement shall reflect that the winning bank agrees to the standard of simple negligence. The Tax Collector disburses payments electronically through ACH and Fed-Wire systems on a regular basis. Electronic payments are made for payroll direct deposit, federal and state tax liabilities, purchase of investment securities and other items. The banks shall memo-post ACH transfers immediately for later settlement and execute wire transfers within 15 minutes after placement. The bank shall promptly notify the Tax Collector's designated contact of any wire failures by telephone. The bank shall be capable of sending ACH payment messages in PPD, CCD, CCD + formats. The bank shall be capable of reporting ACH payment and FED-Wire transactions on its web-based banking system. The bank shall provide book transfer capability on its web-based banking system. The bank shall provide book transfer capability on its web-based banking system to transfer money between accounts at the bank.

Encryption Standard:

For all data transmissions where we pass files, the data must be encrypted or transmitted via a secured site. The proposing bank shall provide the name and current version of the particular encryption software it utilizes for file transmissions/data exchanges.

Electronic Banking:

Only banks capable of providing full service web-based banking shall be considered. Web-based banking services are required to operate in an environment supporting 256-bit SSL encryption (i.e. Microsoft Internet Explorer 11.0 or higher, Google Chrome 54). Electronic banking services shall include but not be limited to detail and summary balance reporting (including ledger, collected, float and investment balances) at the end of the previous banking day, stop payments, checks paid, wire transfers, positive pay, ACH transactions, check reconciliation, deposit reconciliation, monthly account statements, and monthly account analysis. The Tax Collector currently receives web-based banking services and printed account analysis statements.

Account Analysis:

The winning bank shall provide a monthly account analysis statement for the Tax Collector's account. The analysis will report at a minimum services rendered, service volumes, unit costs, extended costs and the calculation of the earnings credit as described. Account Analysis statements will be the basis for the bank's compensation. The Tax Collector intends to compensate the bank for services provided in the forms of earnings credit and direct payment. At no time shall the bank debit any account for service charges or fees. The Tax Collector intends to pay for all services specified and provided in this RFP through an earnings credit or direct payment method. Services and supplies provided free of charge shall not be included in the account analysis.

Service Charges:

In order to provide fair compensation to the bank, the bank shall invoice the Tax Collector quarterly for any fees due. Invoice payment terms shall be Net 45 days from date of receipt.

Investments:

A proposing bank shall provide one of the following overnight investments: a NOW account or money market mutual fund.

NOW accounts shall be collateralized as public deposits as set forth in Chapter 280, Florida Statutes. Banks proposing NOW accounts for overnight investments shall specify if the reserve requirement is included or excluded in calculating earnings credit.

Money market mutual funds shall be Securities and Exchange Commission qualified constant net asset value money market mutual funds with authorized investments in only US Treasuries. The fund shall be rated AAA, AAAm, or AAAg by Standard and Poor's. A proposing bank shall provide a prospectus for each money market mutual fund proposed.

A written investment policy is in place that allows short term investments in instruments such as money market funds, certificates of deposit, etc. The Tax Collector currently has an agreement with the bank's investment department and an independent third party custodian for holding securities under delivery versus payment.

OTHER SERVICES

Cash Vault:

To facilitate efficient and timely money changing requirements and for accepting deposits transported by armored car, only banks with automated cash vault capabilities shall be considered.

Imaging Services:

To facilitate timely access and reduced record storage requirements, only banks with the capability to provide electronic imaging services shall be considered. Imaged documents shall be readable as either a JPEG Image or Bitmap Image, and having 128-bit encryption technology or better. Images shall be accessible for digital download. Imaged items shall include but not be limited to paid checks (front and back), positive pay exception checks (front and back), deposit items and debit and credit memos. The bank shall provide its timetable for availability of imaged documents.

Relationship Manager, Treasury Management Officer, County Representative:

A proposing bank shall provide the names and vitae of the relationship managers and treasury managers. The Tax Collector will identify one or more persons in his office to represent the office.

PROSPECTIVE SERVICE

The Tax Collector's office desires to consider any additional or enhanced services not currently provided to the Tax Collector. For these services, proposing banks are requested to provide a brief description of the service, user requirements, the bank's capability to provide the service, and a schedule of service and related charges.

PROPOSAL PROCESS AND TIMETABLE

The OCTC's current contract for banking services expires on June 30, 2017. The Tax Collector has issued a timeline for the RFP, allowing the proposing banks time for response and sufficient time for the RFP committee to efficiently review the responses and grade them based on merit and costs. Below are the guidelines for the submission and review process.

Pre-Proposal Conference:

A pre-proposal conference has been scheduled for Tuesday, **February 15, 2017** at 10:00 a.m. - The "OCTC's office, SunTrust Tower, 200 South Orange Avenue, 15th floor, Orlando, Florida. The conference will provide prospective responders an opportunity to ask questions and/or receive clarification of any requirements in the RFP regarding the selection process. Attendance at the conference is not mandatory, but highly recommended. If you are unable to attend the pre-

proposal conference or would like to submit questions to be discussed in the pre-proposal conference, please submit in writing (U.S. Mail) to:

Cindy Valentine, Assistant Tax Collector Office of the Orange County Tax Collector 200 S. Orange Avenue, 16th Floor Orlando, FL 32801 Phone: (407)836-2716 Fax: (407)836-2730 Email: <u>cvalentine@octaxcol.com</u>

All questions must be received by 4:00 p.m. local time on Wednesday, February 08, 2017.

RFP PROCESS CALENDAR AND SUBMISSION DEADLINES

DATE	EVENT
January 25, 2017	Release of RFP
February 08, 2017	Submission of RFP Questions
	Pre-proposal conference, 10:00 am- training room, 15 th floor,
February 15, 2017	200 S. Orange Ave., Orlando, FL- Tax Collector's office
March 01, 2017	Submission of RFP
March 14, 2017	Selection of RFP Finalist(s)
March 20, 2017	General presentation by Finalist(s) if necessary
March 23, 2017	Selection of Service Provider/Notification to Winning Bank
July 01, 2017	Contract Execution Date

Implementation date for this banking contract will be mutually agreed upon with the winning bank.

TERMS AND CONDITIONS

Proposing banks must use the response forms to Request for Proposals. The response forms include separate sections for Bank Information, Objectives and Scope of Services, Pro-Forma Account analysis, and other information. Proposals must be executed by authorized representatives of the proposing banks. Proposing banks must execute the Proposer's warranty and include it with the proposal. Please provide three copies of completed response forms and attachments as described below, and two copies of audited financial statements for each of the two most recent years. OCTC reserves the right to reject any or all proposals, to waive irregularities or informalities in any proposal or in the proposing bank whose proposal is in the best interest of the Tax Collector's office, taking into account all aspects including net cost. Exceptions to any specification must be placed on the Exceptions/Alternate Services form and will be counted in the final analysis. The Tax Collector reserves the right to eliminate any

individual service contained in the bid, if based on analysis, the fees for providing the service can be more advantageously performed in an alternative manner.

The bank understands that this RFP does not constitute an agreement or a contract between the Tax Collector and the bank. An official contract or agreement is not binding until proposals are reviewed and accepted by the Tax Collector's staff, approved by the Tax Collector and executed by both parties.

In the event that the winning bank does not execute a contract within thirty (30) calendar days after the award of the bid, the Tax Collector may give notice to such bank of intent to award the contract to the next most qualified proposer or to call for new proposals and may proceed to act accordingly. The Tax Collector assumes no liability for costs incurred by the proposing banks in preparation of their response to this RFP.

Proposing bank(s) should thoroughly examine and be familiar with the specifications in this RFP. The failure or omission of any proposing bank to receive or examine this document shall in no way relieve any proposing bank of obligations with respect to this proposal or the subsequent contract.

The contract may be terminated by either party by giving written notice to the other party no later than ninety (90) calendar days before the proposed termination date. This provision may be exercised only after the contract has been in effect for three (3) calendar months. The bank shall be entitled to just and equitable compensation for any satisfactory work completed to the termination date. Under no circumstances will any damages be paid as a result of the termination of this contract.

Failure to comply with any of the terms and conditions of this RFP by the winning bank will be cause for termination of the "Banking Contract".

In the event of a management or financial takeover of the winning bank by a Federal or State agency, or by another financial institution, the Tax Collector reserves the right to terminate this contract without providing any advance notice to the bank.

The banking services detailed in this section will be performed for the Tax Collector on a contractual basis for four (4) years, with an option to renew for three additional one (1) year periods. It is the intent of the OCTC that a single bank provides all of the banking services specified in this proposal.

PROPOSAL SUBMISSION

Sealed proposals must be received no later than 4 p.m. on March 01, 2017 in the office of the:

Orange County Tax Collector Attn: Cindy Valentine, Assistant Tax Collector

SunTrust Center Tower 200 S. Orange Avenue, 16th Floor Orlando, Florida 32801

Sealed proposals must be clearly marked *Request for Proposals for Banking and Treasury Management Services TC-PUR010117-CB.*

Upon opening, proposals become "public records" and shall be subject to public disclosure, consistent with Chapter 119, Florida Statutes...

The OCTC may request a review/demonstration of a bidding bank's online treasury management system before awarding the contract.

Proposals must be received at the location, no later than the time and date specified in the request. No proposals shall be received later or at any other location than specified. Any response received later or at any other location not specified shall be returned unopened to the vendor. It shall be the vendor's sole responsibility to ensure that proposals reach the specified place and time for receipt of proposals.

Each proposing bank shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract.

Proposing banks may <u>not</u> contact any employee at the Orange County Tax Collector's office, vendor or customer to gather information about this RFP. All questions about the RFP must be submitted in writing to Cindy Valentine, Assistant Tax Collector: <u>cvalentine@octaxcol.com</u>.

Violation of these rules will result in disqualification from the RFP process. In addition, your financial institution may be excluded from bidding on any future proposals for banking services with the Orange County Tax Collector.

The proposing bank's cost schedule shall be submitted at the same time and same location as the proposal. All costs are to be stipulated in the proposal and shall also include payment terms required for services rendered.

The proposing banks must be able to demonstrate a good record of performance and have sufficient financial resources to ensure that they can satisfactorily provide the services required therein.

All proposers must disclose with the proposal the name(s) of any corporate officer, director, agent or immediate family member (spouse, parent, sibling, and child) who is also an employee of the Orange County Tax Collector's Office.

All proposals must be manually and duly signed by an authorized Corporate Officer, principal or partner (as applicable) (Form 1A).

Proposals may be withdrawn by signing a Withdrawal Request form and delivering it along with the entire proposal package to the Tax Collector's office before the delivery date deadline. Negligence on the part of the proposing bank confers no right of withdrawal or modification of its proposal after such proposal has been opened by employees of the Tax Collector.

The delivery of said proposal to the Tax Collector's Office prior to the time and date stated is solely and strictly the responsibility of the proposing bank. The Tax Collector will in no way be responsible for delays caused by the United States Postal Service or for delays caused by another occurrence.

This RFP and the Proposer's response, including all promises, warranties, commitments and representations made in the successful proposal, may become binding contractual obligations and may be incorporated by reference in any agreement between the Orange County Tax Collector and the bank (Form 1B).

The OCTC reserves the right to conduct personal interviews or require presentations of any or all proposers prior to selection. The OCTC will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e. travel, accommodations, etc.).

The Orange County Tax Collector reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive minor irregularities in the procedures.

The proposing bank shall not offer any gratuities, favors, or anything of value to any official, employee or agent of the Orange County Tax Collector, for the purpose of influencing consideration of this proposal.

RESPONSE FORMAT

Proposals must include documents satisfying all requirements outlined in this RFP. Proposals which do not include all required documentation, or which do not have the appropriate signatures on each document requiring signatures, may at the Orange County Tax Collector's discretion, be deemed non-responsive. Non-responsive proposals will receive no further consideration.

The Orange County Tax Collector's Office has made every effort to include enough information within the RFP for a qualified financial institution to prepare a responsive proposal. The Orange County Tax Collector encourages institutions to submit the most comprehensive and competitive proposal possible. The Orange County Tax Collector will not accept brochures, appendixes, or marketing material as an RFP response for any question.

Each proposing bank must submit one (1) original and two (2) copies of the proposal on 8 $\frac{1}{2}$ x 11" paper and bound. Spreadsheets or other technical documentation that require larger paper may be included in the proposal. Each proposal must contain the following information, including a cost proposal.

Proposal Checklist

A checklist has been provided to assist the proposers in submitting the required documentation for the RFP in the correct order. RFP responses must be in the order indicated on the checklist with the same headings as used on the RFP.

Table of Contents

Please outline in sequential order the major areas of the proposal, including enclosures. All pages in the proposal must be consecutively numbered and correspond to the proposer's table of contents.

Proposal Cover Letter and Executive Summary

An introductory letter on bank letterhead indicating the name of the bank, contact person, phone, fax, e-mail, type of business entity, and a short statement summarizing the strengths of the bank/team as it relates to this RFP must be submitted with the proposal. The executive summary should include the following statement: "Proposal and cost schedule shall be valid and binding for ONE HUNDRED AND TWENTY (120) calendar days following proposal due date, and that this offer will not be withdrawn or modified during this time." The letter should be signed by an authorized individual of the bank.

The cover letter should be addressed to:

Cindy L. Valentine Assistant Tax Collector 200 S. Orange Avenue, Suite 1600 Orlando, FL 32801

Corporate Structure/ General Information

Please provide information as requested on the Corporate Structure/General Information forms (Form 1A and 1C). Limit the response to no more than three (3) pages.

Within the past three years, has the bank or an officer of principal of the bank been involved in any litigation, legal proceedings, or investigations by a regulatory authority? If the answer is "yes" to any of these questions, please give a detailed explanation and the current status (Form 2A).

Samples

Please provide samples of the following documentation.

- 1. Previous Day's Report
- 2. Current Day's Report
- 3. Wire and ACH Reports
- 4. Wire transfer and ACH agreements and forms
- 5. Signature cards

- 6. System authorization forms
- 7. System security policy

EVALUATION AND AWARD

The procurement committee will recommend an award to the responsible proposer whose submission best meets the requirements and criteria set forth in the request and whose award will, in the opinion of the procurement committee, be in the best interest of and the most advantageous to the Tax Collector's Office.

Factors to be considered in determining whether the standard of responsibility has been met include whether, in the Tax Collector's determination, a prospective vendor has:

- 1) Appropriate financial resources, materials, equipment, facilities, personal resources, experience, knowledge and expertise, or the ability to obtain them in a manner necessary to indicate its capability to meet all contractual requirements;
- 2) A satisfactory record of performance on similar projects;
- 3) A record of integrity;
- 4) Legal qualifications to contract with the Tax Collector's Office;
- 5) Supplied all necessary information in connection with the inquiry concerning responsibility including, but not limited to, any licenses, permits, insurance, or organization papers required;
- 6) A proposal that successfully demonstrates the vendor's accuracy and attention to detail.

Award

The award shall be made to the responsible vendor whose proposal best meets the requirements and criteria set forth in the request and shall be effective upon issuance of a contract by the Tax Collector. The Tax Collector may reject any submission prior to such issuance. In the event only one submission is received, the contract may be awarded to the sole proposer.

Protest

Any actual or prospective proposer who is allegedly aggrieved in connection with the solicitation or pending award of a contract may protest to the Tax Collector. Written notice of protest must be submitted to the Tax Collector no later than 5:00 p.m., three (3) business days after the award. The protest must be submitted in writing and must identify the protestor, the solicitation and the specific grounds for the protest, including laws or other legal authorities, and the relief to which the protestor deems themselves entitled.

A protest is considered filed with the Tax Collector's office when it is received by the Tax Collector. Accordingly, a protest is not timely filed unless it is received by the Accounting and Finance Administrator within the specified time above. Failure to file a written notice of protest within the required time period shall result in relinquishment of all rights of protest by the potential vendor and termination of any further proceedings. These protest procedures shall be the sole remedy for challenging an award of a proposal. The protestor shall have the right to present oral arguments and any physical evidence to the Tax Collector prior to the determination

by the Tax Collector. The Tax Collector shall attempt to resolve the protest in a fair and equitable manner, and shall render a written decision to the protestor.

If it is determined by the Tax Collector's office that the solicitation or award is a violation of law or the Tax Collector's purchasing policy, the solicitation or award shall be cancelled or revised.

PROPOSAL CHECKLIST

Please fill all forms completely and accurately and place behind the appropriate tab. Also, please attach additional sheets and/or brochures, or printed information to the standard forms. The completion and accuracy of the standard forms carries 25% weight of evaluation points.

Tab 1	BANK INF	ORMATION
	Form 1A	Authorized Signatories/Negotiators
	Form 1B	Proposing Bank's Warranty
	Form 1C	Corporate Structure/General Information
	Form 1D	Relationship & Treasury Management Officers
Tab 2	FINANCIA	AL INFORMATION
	Financial St	atements
	Form 2A	Conflict of Interest/Litigation Statements
Tab 3	IMPLEME	ENTATION TIMETABLE, TRAINING
	AND SUPP	PORT
	Form 3A	Implementation Timetable
	Form 3B	Training and Support
Tab 4	CERTIFIC	CATE OF QUALIFICATION
	Form 4A	Qualified Public Depository
	Form 4B	Drug-Free Workplace Statement
	Form 4C	Statement of Assurance/Non-discrimination
	Form 4D	Convicted Vendor Statement
Tab 5	PROFORM	IA
Tab 6	EARNING	S CREDIT RATE, INTEREST ON OVERNIGHT SWEEP
Tab 7	FUNDS AV	AILABILITY/DEPOSIT DEADLINE SCHEDULES
Tab 8	INVESTM	ENTS/THIRD PARTY CUSTODIAN
Tab 9	EXCEPTIO	ONS/ALTERNATE SERVICE

FORM 1A

AUTHORIZED SIGNATORIES/NEGOTIATORS

The proposing bank represents that the following person(s) is/are authorized to sign and/or negotiate contracts and related documents to which the proposing bank will be duly bound.

PROPOSAL SUBMITTED BY:

Bank Name			
Bank Address			
Signature of Authorized			
Representative			
Printed Name of			
Authorized Representative			
Title			
Phone Number			
Email			
Federal ID#			
Our business has been in business under its present name			

Since

State of Incorporation	

FORM 1B

PROPOSING BANK'S WARRANTY

At the present time the proposing bank warranties that the authorized representative has fully read and understands the requirements of this RFP, and that as a serious proposer will comply with all stipulations included in the proposal package. The proposing bank warranties the unit's costs and extended costs are complete and accurate. The proposing bank affirms and declares:

- 1. That the proposer is of lawful age and that no other person, firm, or corporation has any interest in this proposal or in the contract proposed to be entered into.
- 2. That this proposal is made without any understanding, agreement, or connection with any person, firm, or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud.
- 3. That the proposer is not in arrears to the Orange County Tax Collector upon debt or contract and is not a defaulter, or surety or otherwise, upon any obligation to the Orange County Tax Collector.
- 4. That no officer or employee or person whose salary is payable in whole or in part from the Tax Collector's treasury is, shall be, or become interested, directly or indirectly, surety or otherwise in this proposal, in the performance of the contract, in the supplies, materials, equipment, and work or labor to which they relate, or in any position of the profits thereof.

Proposer:

(Bank's Name)

(Authorized signature)

(Printed/Typed Name)

(Title)

FORM 1C

CORPORATE STRUCTURE/GENERAL INFORMATION

- 1. Please give a brief, general description/history of your bank.
- 2. Please provide a map showing bank's main office (if in Orange County), branch offices in Orange County and the cash vault located in Orange County.
- 3. Please provide an organizational chart that shows the placement within the firm of owners as well as Senior Management, including Directors, Vice Presidents and Board Members.
- 4. Please provide an organizational chart outlining the government banking services division.
- 5. Please tell us your business structure, including any relationships between any parent bank and subsidiaries if applicable.
- 6. Please give us a description of your firm's experience in providing banking services to other federal, state or local entities. Be specific about the types of services you have provided.
- 7. Please list three (3) current client references (preferably government clients), length of each relationship and pertinent contact information (including name, address, and telephone number) that the Tax Collector may contact.
- 8. Provide an overview of the bank, its line(s) of business and customer service philosophy, governmental banking services philosophy and its level of commitment for providing this service to public entities in the context of the overall corporate strategy. Identify the primary office to which the Orange County Tax Collector will be assigned.
- 9. In order to be considered for this RFP, your bank must have a current "Satisfactory" or above CRA rating. Please provide a statement indicating your current CRA rating and your ratings for the past five years.
- 10. Briefly describe what types of benefits your bank can offer to Tax Collector employees including new accounts, paychecks direct deposited and other banking services.
- 11. Are Federal Deposit Insurance Corporation (FDIC) fees being assessed against any proposed accounts opened by the Tax Collector? If they are, please state the rate and if the fees are assessed before or after the reserve requirement.

FORM 1C (Continued)

12. Please provide the following:

- a. Quarterly Call Reportb. Tier 1 Capital Ratioc. Common Stockholders' Equity Ratio

FORM 1D

RELATIONSHIP AND TREASURY MANAGEMENT OFFICERS

- 1. How many staff members will be solely dedicated to the delivery of banking services to the Tax Collector?
- 2. Please list the names, titles, bank operating section or department, phone and fax numbers and email addresses for the Relationship and Treasury Management Officers and Information Technology staff assigned to the Tax Collector. Also, provide brief biographies including experience in servicing both corporate and government clients of bank personnel to be assigned the Tax Collector's accounts. Include the primary contact information. [The Tax Collector requests that they be notified of any change in representatives assigned to our account within two weeks of the change being made.]
- 3. Provide a list of the number of terminated relationships in the last three years and reasons why.
- 4. How much training does the bank relationship officer and support staff receive each year?
- 5. Please describe how often you propose to meet with Tax Collector staff to discuss our account.

FORM 2A

CONFLICT OF INTEREST/LITIGATION STATEMENTS

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT:

Check-One

[] To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

[] The undersigned firm, by attachment to this form, submits information which <u>may</u> be a potential conflict of interest due to other clients, contracts, or property interest for this project.

LITIGATION STATEMENT:

This statement will pertain to Florida only, judgments against the firm and suits against Local, State or Federal entities. Include actions against the firm by the Department of Professional Regulation and/or any other State or Federal Regulatory Agency.

Check One:

[] The undersigned firm has had no litigation and/or judgments entered against it by any Local, State or Federal entity and has had no litigation and/or judgments entered against such entities during the past five (5) years.

OR

[] The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation and/or judgments in Florida during the past five (5) years, and actions by any Local, State or Federal agency.

(Bank's Name)

(Authorized Signature)

(Print/Type name)

(Title)

(Date)

Failure to check the appropriate blocks above, may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

FORM 3A

IMPLEMENTATION TIMETABLE

Please provide a project work plan and schedule for implementation of banking services. The Tax Collector's current bank contract expires **June 30, 2017**.

FORM 3B

TRAINING AND SUPPORT

1. How much training will be required and how will it be handled?

2. Which issues will be handled by the bank and which by the Tax Collector's staff?

3. What support mechanisms are in place? In the event the system is "down", what are the bank's solutions and what is the timetable for providing support?

4. Do you offer a guarantee of support and that problems will be resolved within a certain time frame?

5. How will the Tax Collector contact your bank for support?

6. What additional information can you provide concerning training and support?

FORM 4A

QUALIFIED PUBLIC DEPOSITORY

The undersigned proposing bank certifies it meets the criteria set forth in Chapter 280, Florida Statutes, Florida Security for Public Funds Act (Act). Bank agrees that, as the winning bank, it must be a qualified public depository as set forth in the Act at the time of proposal and maintain this status throughout the life of the contract.

A copy of the Certificate of Qualification issued by the Office of the State Treasurer is attached to this form.

(Bank's Name)

(Authorized Signature)

(Print/Type Name)

(Title)

FORM 4B

DRUG-FREE WORKPLACE STATEMENT

The undersigned vendor, in accordance with Florida Statute 287.087, hereby certifies that

_____ does: (Name of business)

- 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
- 3. Give each employee engaged in providing the commodities or contractual services that are under bid, a copy of the statement specified in Paragraph 1.
- 4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
- 6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

(Bidder's Signature)

FORM 4C

STATEMENT OF ASSURANCE NON-DISCRIMINATION

The undersigned proposing bank certifies it will not and does not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, sexual orientation, national origin, age, handicap or marital status. The proposing bank will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, disability, sexual orientation, 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, rate of pay or other forms of compensation and selection for training, including apprenticeship.

The proposing bank agrees to post in conspicuous places, available to employees and applicants for employment, notice setting for the provisions of this non-discrimination clause. The proposing bank shall give assurance by means of inspection or otherwise that he/she is in compliance with this action.

The proposing bank assures the Tax Collector that said firm is in compliance with the above and with all applicable laws concerning discrimination, and the proposing bank understands that this Agreement is conditioned upon the veracity of the Statement of Assurance.

(Bank's name)

(Authorized Signature)

(Printed/Typed Name)

(Title)

FORM 4D CONVICTED VENDOR STATEMENT

The undersigned proposing bank certifies it is in compliance with Florida Statute 287.133 which states a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category II for a period of 36 months from the date of being placed on the convicted vendor list.

Proposing bank understands and acknowledges that any misstatement or lack of compliance with the Statute shall result in the contract being declared null and void and/or subject to immediate termination. In the event of such termination, the Tax Collector shall not incur any liability for termination of the contract.

(Bank's name)

(Authorized Signature)

(Printed/Typed Name)

(Title)

PROFORMA

The Tax Collector has provided on the form below, the current account services and the estimated annual volume for each service. This information was taken from the Account **Analysis Statements for 2016**. This is the Tax Collector's best estimate of the annual volume and the Tax Collector in no way guarantees these as minimum or maximum volumes.

Please fill in the Unit Charge and extend the Annual Charge. There is additional space to add services not listed below.

SERVICE	ESTIMATED	UNIT	ANNUAL
	VOLUME	CHARGE	CHARGE
DEMAND DEPOSIT SERVICES:			
ACCOUNT MAINTENANCE - MONTHLY	36		
Deposits Credited	907		
Electronic Credits Posted	1,965		
Deposit Correction	54		
Items Deposited	139,998		
Electronic Debits Posted	1,362		
Other Misc. Debits	1,100		
IMAGE CASH LETTER			
ICL Deposits Credited	247		
ICL Unqualified Transit Items	142,555		
ICL Unqualified on US-Items	22,841		
	22,041		
ZERO BALANCE SERVICES:			
ZBA Master Account	1		
ZBA Sub-Account	1		
RETURNED CHECK SERVICES:			
Returned Items	1,309		
Returned Items – Duplicate Advice	463		
Return Items—Special Address	427		
Return Items – Maker Reason	1,309		
BRANCH/NIGHT DEPOSIT SERVICES:			
Branch Cash OTC Deposit/\$1000	1,704		
			1

	ESTIMATED	UNIT	ANNUAL
SERVICE	VOLUME	CHARGE	CHARGE
CASH VAULT SERVICES:			
Cash Vault Deposits	3,731		
Cash Vault Deposit Errors	29		
Cash Vault Currency Deposit-Loose Bills	956,249		
Cash Vault Monthly Maintenance 2-9 Loc.	12		
Vault Automatic change order	1,097		
Vault Currency Order-Full Strap	2,420		
Vault Currency Order-Loose Bill	8,734		
Vault Colled Coin Order	13,773		
CONTROLLED PAYMENT SVCS:			
Controlled Payment Monthly Maintenance	12		
Control Payment- Checks Paid	16,498		
CPR Auto D/T to Bank/Tran	231		
CPR Auto D/T to Bank Record	19,788		
IMAGE DELIVERY SERVICES:			
CD Rom Premium CD Maintenance	12		
CD Rom Images per Item	16,501		
ACH SERVICES:			
ACH Monthly Maintenance	24		
Corp. Credits Orig. CCD, CCD+CTX	1,823		
ACH Consumer Credits Originated	9,716		
ACH Addenda Original	10,193		
ACH Fax Page			
WIRE TRANSFER SERVICES:			
Wire Transfer Monthly Maintenance Acct.	12		
W/T Out Rep (OTM PC Wire)	12		
Internal Wire Transfer Credit	20		
W/T Incoming	691		
Wire Fax Notification	732		
ONLINE TREASURY MANAGER:			
Info Reporting Maintenance Fee	12		
Paid Service Per month	12		
Paid Acct Maintenance Per Account	36		
Paid Detail Per Item	20,576		
Standard Service Per Month	12		
Standard Acct. Maintenance Per Account	24		

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EARNINGS CREDIT RATE AND INTEREST ON OVERNIGHT SWEEP

INTEREST ON OVERNIGHT SWEEP:

Please provide material explaining your bank's overnight investment sweep options. These options are to include repurchase agreements, NOW accounts and money market mutual funds. Provide prospectus for each money market mutual fund you offer the Tax Collector. Also, please attach a list of the interest rates you paid for each option for each of the twelve (12) months **in 2016**. Show rate before fee deduction, show fees, and show net rate after the fee deduction.

The Tax Collector, at his/her discretion, may maintain large balances in a demand deposit account. Please provide your current earnings credit rate offered to public funds depositors and the basis for this rate.

FUNDS AVAILABILITY SCHEDULE/ DEPOSIT DEADLINE SCHEDULE

FUNDS AVAILABILITY SCHEDULE

Please provide a funds availability schedule for the various types of transactions that occur on a daily basis i.e. ACH, Wire, Deposits of cash/checks, etc. Please provide your methodology for computing deposit float.

DEPOSIT DEADLINE SCHEDULE

Please notate the deposit deadline schedule to achieve maximum availability for items deposited by the Tax Collector's office.

INVESTMENTS AND THIRD PARTY CUSTODIAN

INVESTMENTS:

If applicable, please describe your bank's Investment Department that the Tax Collector may utilize for short-term investments in securities such as, but not limited to Commercial Paper, Bankers' Acceptances, Federal Agency Discount Notes, and US Treasury Bills and Notes. Include a history of interest rates for at least the year 2016 showing the rate before the basis point fee deduction and the rate after the basis point fee deduction.

Also, provide a copy of your Investment Department's Agreement and/or Repurchase Agreement.

THIRD PARTY CUSTODIAN:

If applicable, please describe your bank's Third Party Custodial and Safekeeping Department that the Tax Collector may utilize for safekeeping of securities. Include a copy of the fee schedule for this service. Also, provide a copy of the Third Party Custodial and Safekeeping Agreement.

EXCEPTIONS/ALTERNATE SERVICES

Please attach any Exceptions or Alternate Services your bank is offering to this RFP. Compare the service requested to the service your bank is offering and convince us that your bank's service is better. Please provide a brief description of the service, a schedule of service and related charges.

- 1. Electronic Check Presentment
- 2. Returned Items
- 3. Change/Currency Orders
- 4. Image Cash Letter
- 5. On-Line Bill Consolidator
- 6. Armored Car Services

EXHIBITS

The Tax Collector is providing the following Exhibits for this RFP:

- a. Account Analysis Statement for December 2016. (See attachment)
- b. Copy of The Tax Collector's Investment Policy. (See attachment)

WITHDRAWAL REQUEST FORM

We have declined to submit a bid on this RFP, REQUEST FOR PROPOSAL, NO. TC-PUR010117-CB, COMPREHENSIVE BANKING AND TREASURY MANAGEMENT SERVICES. We are returning this form, duly signed, along with the entire Proposal Package.

The reason for our decline is as follows:

(Bank Name)

(Authorized Signer)

(Printed/Typed Name)

(Title)