



**CHUCK PERDUE**  
TAX COLLECTOR  
BAY COUNTY, FLORIDA

# Banking Services

## Request for Proposal



# IMPORTANT INFORMATION

SOLICITATION TYPE: Request for Proposals

SOLICITATION NUMBER: 2023-01

SOLICITATION TITLE: Banking Services for Bay County Tax Collector

CLOSING DATE & TIME: June 14, 2023 at 2:00 p.m., CST

BRIEF DESCRIPTION: The intent of this Request for Proposal is to identify the most qualified banking institution that offers the highest quality, state-of-the-art and comprehensive Banking Services, at the lowest cost to the taxpayers of Bay County, Florida.

PRIMARY CONTACT: Tracy Scott, Finance Director  
(850) 248-8554; [tscott@baytaxcollector.com](mailto:tscott@baytaxcollector.com)



## **1.0 INTRODUCTION**

- 1.1 The Bay County Tax Collector's Office (Tax Collector) is seeking competitive proposals from experienced and qualified Banking Institutions to act as the Tax Collector's banking services provider.
- 1.2 The Bay County Tax Collector, a Constitutional Officer of Bay County, a political subdivision of the State of Florida, is responsible for collecting and distributing local property and tangible taxes. In addition, as an agent for the state of Florida's Department of Highway Safety and Motor Vehicles, we provide motor vehicle title and registration services, collect mobile home fees and issue drivers' licenses. The office also works with other state and local government agencies to collect toll payments, to provide concealed weapons and hunting & fishing licenses.

The Tax Collector collects approximately \$298 million annually. The collection and distribution of current and delinquent property taxes, roughly \$269 million for 2022, are seasonal in nature, with the bulk of activity occurring November through April. Taxes and fees are collected at four (4) branch office locations throughout the County with bank deposits prepared at each location and transported to the local processing location by armored car service. Collection locations may be changed at the discretion of the Tax Collector.

The collection and distribution of funds generated from motor vehicle services, concealed weapons and hunting and fishing licenses, driver licenses and the other services noted, roughly \$29 million for 2022, is more evenly divided throughout the calendar year.

## **2.0 SCOPE OF BANKING SERVICES**

### **General**

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



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

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

#### **Accounts Included**

- 2.4 The Tax Collector currently maintains one (1) account for its daily operations.
- 2.5 To maximize the Tax Collector's interest and investment earnings there shall be no cap by the financial institution on the Tax Collector's daily account balances. Accordingly, all balances should be earning a current market rate of interest and all balances should be fully collateralized in accordance with Florida Statutes Chapter 280.

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

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

#### **Availability of Funds**

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



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

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

### **Web Based Banking**

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

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

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

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

### **Automatic Overnight Investment Program**

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



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

### **Image Cash Letter (ICL/Check 21)**

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

### **Wire Transfers**

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

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

### **Automated Clearing House (ACH) Transactions**

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



## Account Reconciliation

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

## Fraud Control

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

## Disaster Recovery Plan

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

## Reporting

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

## Other Banking Services

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



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

#### Customer Service and Problem Resolution

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

#### Prospective Services

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





### **3.0 MINIMUM QUALIFICATIONS AND REQUIREMENTS**

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

### **4.0 RFP PROCESS**

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

### **5.0 INSTRUCTIONS FOR SUBMISSION**

- 5.1 Each proposer shall submit only one (1) proposal on the standard forms provided in Exhibits A-F. Supporting material may be submitted, however, the decision in selecting the most responsive proposer will be based on the standard proposal forms provided.
- 5.2 **Three (3) bound paper copies, one (1) unbound paper copy, and one (1) PDF format response on a flash drive** of the proposal must be received no later than **2:00 PM Central Standard Time on Wednesday, June 14, 2023.** All responses will remain unopened by the Tax Collector until the deadline as set forth in this RFP.

Responses to this proposal shall be mailed in a sealed envelope, clearly identified as:

**Banking Services Proposal**  
The Honorable Chuck Perdue  
Bay County Tax Collector's Office  
850 W 11<sup>th</sup> Street  
Panama City, FL 32401

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

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

Tracy Scott, Finance Director  
Bay County Tax Collector  
(850) 248-8554  
tscott@baytaxcollector.com

All questions must be received by **May 15, 2023**. Answers to questions will be transmitted to all proposers via email by **May 25, 2023**. All proposers are required to provide an email address for notification purposes. Failure to provide an email address for notification purposes waives the right of further notices under this RFP and a waiver of right to receive copies of questions or answers.

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

Event:	Date:
Request for Proposals Issued	May 5, 2023
Deadline for Questions	May 15, 2023
Responses to Questions	May 25, 2023
Due Date for Proposals	June 14, 2023
Selection of Financial Institution	June 30, 2023

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

5.5 **Proposal Format:**

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

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

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



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

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

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

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

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

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

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

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

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

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

**6.0 SELECTION CRITERIA**

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

**6.1 Experience and Qualifications:**

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



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

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

**6.2 Customer Service and Problem Resolution:**

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

**6.3 Financial Strength:**

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

**6.4 Proposed Fees and Compensation:**

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

**6.5 Physical Location of Branch Locations and Transportation of Deposits:**

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

**6.6 Prospective Services:**

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

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



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

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

## **7.0 PAYMENT TERMS AND CONDITIONS**

7.1 The proposer's method of compensation for services performed must be clearly stated. Proposing banks that utilize minimum balance requirements, interest bearing accounts, compensation accounts, and/or fee schedules must clearly state the basis for their compensation. This information must include, but is not limited to, schedule for bank fees and minimum balance requirements, if any.

7.2 Please see attached **(Exhibit E), "Volume/Cash Balances Monthly Breakdown"** for schedule of services and estimated annual volume. The awarded bank will prepare on a monthly basis, by the seventh business day of the month, a bill for services rendered. The billing will be prepared in a format similar to the **"Cost Proposal"** form **(Exhibit D)** and will use the same terminology as that included on the bank's cost proposal form submitted.

7.3 Total service charges will be calculated based on the actual number of transactions for a month multiplied by the fixed charge per item.

7.4 It is the intention of the Tax Collector that all per-item charges remain fixed over the life of the initial contract. However, the Tax Collector recognizes that an adjustment in a per-item charge may be necessary based on price changes by the Federal Reserve System. Adjustments in per-item charges will **only** be allowed by complying with the following conditions:

- a. The per-item charge (or portion thereof) will change only for corresponding adjustments in the Federal Reserve System's Fee Schedules on or after the effective date of the adjustments.
- b. Changes in the Federal Reserve Fee Schedules must be final and not proposed.
- c. The awarded bank will provide the Tax Collector a copy of the Federal Reserve System's notification supporting the adjustment with the "Monthly Service Charge Report."

7.5 The bank will list any other new or proposed services not otherwise outlined in this RFP. Fees for Services, not indicated within this proposal, will be considered as provided at no additional cost than what is submitted in the proposal.

## **8.0 RISK**

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



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

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

## **9.0 CLARIFICATIONS AND ADDITIONAL INFORMATION**

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

## **10.0 CHANGES IN PROPOSER ENTITY/TEAM**

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

## **11.0 ASSIGNMENT OR TRANSFER**

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

## **12.0 LATE SUBMITTALS**

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

## **13.0 PUBLIC RECORDS ACT**

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



#### **14.0 PUBLIC ENTITY CRIMES STATEMENT**

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

#### **15.0 REQUESTS FOR INFORMATION/CLARIFICATION**

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

Tracy Scott, Finance Director  
Bay County Tax Collector  
(850) 248-8554  
tscott@baytaxcollector.com



## **16.0 TIME PERIOD OFFER IS VALID**

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

## **17.0 DEVIATIONS**

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

## **18.0 MODIFICATION OF THE CONTRACT**

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

## **19.0 GOVERNING DOMICILE**

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

## **20.0 TERMINATION**

- 20.1 General

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

- 20.2 Termination by Tax Collector or Bank

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

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





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

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

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

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

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

## **21.0 INDEMNIFICATION OF TAX COLLECTOR**

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

## **22.0 CONTRACT AVAILABLE TO OTHER GOVERNMENTAL AGENCIES**

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

## **23.0 ALL PROPOSALS ARE IN THE PUBLIC DOMAIN**

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



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

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

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

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

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

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



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

## **26.0 AFFIRMATIONS**

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



e. At this present time, we understand all requirements and state that as a serious Proposer we will comply with all the stipulations included in this Solicitation Document. The above-named Proposer affirms and declares:

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



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

## **29.0 SUMMARY**

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



**EXHIBIT(S)**

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

Exhibit A – Cover Sheet

Exhibit B – Minimum Qualifications and Requirements Checklist

Exhibit C – Proposal Exception Form

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

Exhibit E – Average Positive Balances by Month

Exhibit F – Proposal Questionnaire



**EXHIBIT A**  
**COVER SHEET**

**PROPOSAL SUBMITTED BY:**

BANK \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_

FAX \_\_\_\_\_ EMAIL \_\_\_\_\_

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

- Exhibit B: Minimum Qualifications and Requirements Checklist
- Exhibit C: Exceptions to Proposal Requirements
- Exhibit D: Cost Proposal
- Exhibit E: Volume/Cash Balances Monthly Breakdown
- Exhibit F: Project Questionnaire

- Attachment A: Proof of Authorization to do Business in the State of Florida or Certificate of Authority as Qualified Public Depository
- Attachment B: Bank's Audited Financial Statements for the previous two years
- Attachment C: Disaster Recovery Plan
- Attachment D: Bank's Availability Schedule(s)
- Attachment E: Wire Transfer Agreement and any other copies of contracts and service agreements and questionnaires
- Attachment F: Implementation Plan
- Attachment G: Excel File of Exhibit D

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**EXHIBIT B**

**MINIMUM QUALIFICATIONS AND REQUIREMENTS CHECKLIST**

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

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





**EXHIBIT C**

**PROPOSAL EXCEPTION FORM**

The Bank wishes to take Exceptions to the RFP:

<b><u>Reason for Exception</u></b>	<b><u>Page</u></b>	<b><u>Item</u></b>	<b><u>Estimated Costs</u></b>
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EXHIBIT D

COST PROPOSAL FORM  
(Attached as a separate excel file)

COST PROPOSAL

Bank Services	Annual Volume
ACH Paid	1,322
ACH Deposited	3,698
Checks Paid	2,817
Items Deposited	72,694
Returned Checks	88
<b>Wire Transfers:</b>	
Incoming	82
<b>Other Services:</b>	
Positive Pay Per Item	2,785
Change Orders	81



EXHIBIT E

AVERAGE POSITIVE BALANCE BY MONTH

<b>Month</b>	<b>Pooled Cash</b>
<b>October-21</b>	\$4,829,341
<b>November-21</b>	\$54,549,391
<b>December-21</b>	\$42,278,781
<b>January-22</b>	\$12,088,326
<b>February-22</b>	\$9,590,505
<b>March-22</b>	\$8,670,224
<b>April-22</b>	\$8,381,134
<b>May-22</b>	\$6,190,069
<b>June-22</b>	\$11,602,108
<b>July-22</b>	\$6,823,260
<b>August-22</b>	\$4,428,776
<b>September-22</b>	\$4,689,559
<b>October-22</b>	\$4,933,929
<b>November-22</b>	\$45,122,215
<b>December-22</b>	\$61,805,044
<b>January-23</b>	\$14,969,872

EXHIBIT F



## PROPOSAL QUESTIONNAIRE

### Section 2 - Scope of Services:

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



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

**Supplemental Questions:**

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

