

Palm Beach County Tax Collector

Cash Counting/Deposit System

Request for Proposal

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1. Introduction

1.1. Purpose of the Document

The objective of this project is to select and implement a flexible cash counting/deposit system solution. The system should be able to handle the high volume of cash collected throughout the work day in our service centers as efficiently as possible reducing the time in manual cash counting and till preparation.

This cash counting/deposit system processing solution will provide the Palm Beach County Tax Collector's ("PBCTC") personnel a streamlined approach to till preparation, daily cash pick-ups and end-of-day balancing.

Time limits for vendor selection are very aggressive, with the objective of completion of implementation by the fall of 2016.

The solution should have the capability of integrating, at a future date, with Thompson Reuters Aumentum software (tax collection software) in real-time mode.

Vendors should respond with prices for:

- Software Acquisition and Installation
- Server Hardware Acquisition and Installation:
- Implementation Services
- Integration with Reuters Aumentum software (at a later date)

Vendors are required to review this document and submit their response as per the schedule included in this document in Section 8.2 Timetable.

1.2. Terms and Conditions of the Proposal

- **RFP Responses**

The closing date for receipt of proposals is: **8/12/2016 at 5:00PM**

Response to the RFP shall be labeled:

**"Proposal to Palm Beach County Tax Collector for Cash
Counting/Deposit System"**

and delivered to:

**Palm Beach County Tax Collector
Attn: James McConnell, Chief Operation Officer, Service Centers
301 N. Olive Avenue - Third Floor
West Palm Beach, FL 33401**

The proposal should include the name of the person to whom PBCTC may address any questions relating to the proposal.

Respondents should provide four complete paper copies of the proposal. One electronic version of the proposal in Microsoft Word is required, plus one electronic version of a cost outline in Microsoft Excel.

James McConnell should be contacted for supplementary information relating to this RFP via email at jmccconnell@pbctax.com. All requests for additional information should be submitted no later than July 22, 2016. All additional requests for information and answers will be shared with all respondents via email no later than Wednesday, July 27, 2016.

PBCTC reserves the right to distribute any questions with PBCTC's reply to any vendor if it deems appropriate.

- **Preparation of Responses**

The preparation and submission of the proposal shall be made without obligation to acquire any items included in the proposal. Pursuant to Florida Statutes and Florida Administrative Code, respondents may request a debriefing of the decision. PBCTC will notify acceptance or rejection in writing to the vendor.

The requirements specified in this RFP reflect those presently known. PBCTC reserves the right to vary, in detail, the final requirements.

PBCTC will not be responsible for or pay any expense incurred in the preparation of any proposal or in PBCTC's evaluation of it.

PBCTC may require that all or part of the successful proposal be included in the contract.

All prices shall be consistently in US dollars and all unit prices, charges and totals should exclude sales tax. PBCTC is exempt from Federal and State taxes.

Respondents should provide a signed bid proposal form of their own design, signed by an authorized representative and provide a clause-by-clause response to the RFP as specified.

General information, which is not specifically requested, should be attached separately and clearly labeled "**Supporting Material**".

This document does not constitute an offer to sell, or a solicitation of an offer to purchase.

PBCTC reserves the right to reject any or all bids or any part thereof and/or to waive information if such action is deemed to be in the best interest of PBCTC. PBCTC reserves the right to accept all or part of the proposal.

2. Business Background

2.1. Palm Beach County Tax Collector

Collects property taxes for every local government agency or tax district that has the power to levy taxes.

Serves the county as its agent for the administration of Local Business Tax Receipts and Tourist Development taxes.

Serves the State as an agent for The Department of Highway Safety and Motor Vehicles, The Department of Environmental Protection, The Florida Fish & Wildlife Conservation Commission and The Department of Revenue.

Serves the public as an educational resource

3. Current Systems

Our current cash counting/deposit system is a manual process which entails several layers of manual verification throughout the day. When a clerk arrives in the morning they go to the vault where they are met by a member of management to retrieve their daily till. The till is then counted to assure beginning of day total, verified by manager and logged out for the day.

Throughout the day, the clerk is responsible for making numerous cash drops based on the amount of cash in their tills. This involves the clerk counting the drop, placing it in a plastic money bag, locating a member of management to verify the amount, then having it signed by the manager and the clerk, who is then given a receipt, and the manager placing it into the safe.

At the end of the day, the clerk runs a report in Aumentum (the cashiering system) which lets the clerk know how much cash they need to turn in. The money is counted and placed into a deposit bag. The remainder is left in the till for the next day. The funds in the till and the deposit bag are both counted and verified by a member of management and signed off by the clerk and the manager. The funds are then secured in the safe.

4. System Scope

The primary goal of a new solution is to reduce the time to accurately count monies received during the course of the day thereby creating better customer service to our clients.

The system functionalities that the PBCTC is looking for is categorized into the following sections.

5. Statement Of Business Requirements/System Specifications

Vendors and/or product must meet the following specifications for their bid to be considered:

a) The vendor must provide proof of system/machine that has been installed and implemented in a government office of similar size and functionality to that of the PBCTC. Please include a reference with the described system. PBCTC management will follow up with these references which may include a site visit to verify system functionality.

b) The vendor must include product specification sheets of all components used in the machine, i.e. individual spec sheets for the recycler, dispenser, and coin sorter.

- c) Cash Recycler must be a minimum UL-291 rated safe.
- d) Cash Recycler must be able to accurately read banknotes in the following denominations: \$1.00, \$5.00, \$10.00, \$20.00, \$50.00, \$100.00. The machine must store and be able to accurately provide appropriate personnel currency from each appropriate denomination.
- e) The Cash Recycler must store a minimum of 5000 banknotes.
- f) The Cash Recycler must be able to detect counterfeit currency and return counterfeit notes to the user.
- g) The Coin Cabinet must be equipped with a coin sorter that sorts coin into appropriate coin dispensers.
- h) The dispenser must be able to accurately give the end user the appropriate amount of coin requested.
 - i) The coin dispenser should be built into a coin cabinet. The cabinet must be able to load a PBCTC till tray. The coin will then dispense into appropriate coin slots in the tray.
 - ii) The coin dispenser should be able to hold a minimum of 4,000 pennies; 3,000 nickels; 6,000 dimes; 3,000 quarters; and 500 miscellaneous coins.
- j) The Cash Recycler and Coin Recycler must be integrated. The software will give the end user a single deposit amount at the end of a shift and give a user the correct amount of coin and currency needed to start a till at the beginning of a shift.
- k) The software must be able to report on the live status of all coin/currency contained within the machine.
- l) The software must have full reporting capabilities. Management must be able to pull reports by user, office, and deposit.
- m) The software must provide the end user a receipt after each deposit or withdrawal.
- n) The software must have the capacity to create and assign different security roles to users, i.e. supervisor, manager, or end user. The security role subsequently will restrict some users from having access to some of the machine's functions.
- o) The software must create an audit record detailing each interaction a user has with the machine.
- p) Management must be able to prepare deposits in any denomination of banknote.
- q) Management must have the option to empty the machine of all banknotes and coin for audit purposes
- r) The vendor is responsible for the installation of all components of the Cash recycler and coin sorter/dispenser.

- s) The vendor, at a minimum, must provide the PBCTC with training at the first install for each location.
- t) The vendor must include all warranty information provided with the machine.
- u) Vendor must have service available within three hours of notification of a system issue
- v) The solution should have the capability of integrating, at a future date, with Thompson Reuters Aumentum software (tax collection software) in real-time mode. Vendors should respond with a price of the integration component in this RFP.

6. Vendor Proposed Solution – Overview

Provide a narrative containing an overview of your proposed solution. Include brief descriptions of both hardware and software, and indicate how the system will help us meet our operational goals.

6.1 Supplier Profile

All vendors must give a comprehensive profile of their organization in the following format and order.

Organization

‘Organization’ concerns the structure and size of the company both in terms of its head office and other worldwide regional locations.

- Please provide information as to whether the organization is independent or part of a larger conglomerate. If the latter, please provide details on the holding company.
- Please provide information as to whether the organization is the package manufacturer, reseller or value-added resellers (VARs). If the latter two, please also provide details of the company.
- Please provide information of any company that merged with or was purchased by the organization.
- Please provide information of any alliance or affiliation that with which the organization partners (e.g., tool or equipment supplier, standard groups, industry groups).
- Please provide information of the organization statistics (e.g., geographic distribution, market share, reputation, company highlights, etc.).
- Please provide information of your organization’s performance against others in the industry.

Reference Sites:

‘Reference sites’ concerns the location and relative suitability of sites where the product is already implemented and is currently operational. Please provide:

- Number of reference sites by geographic area
- Other locations

For each reference site, please provide the following:

- Client company name
- Client contact person
- Client address (street, city, country, post code), email address, telephone and fax number
- Client number of employees
- Client industry
- The package or module that was delivered
- The date of the delivery

Other Information

Please also provide us with any other information which you see as relevant, specifically any known weakness that the product has in terms of functionality or implementation/training requirements.

6.2 Maintenance and Support

Vendors are required to provide the following information related to the support and maintenance of the proposed solution:

- Options available for support, names and addresses in the region.
- Maintenance charges and the spectrum of activities covered under such maintenance contracts (new release, bug fixes, etc.).
- Support availability (Help Desk, hotline, etc.) and duration for which they are available.
- Response time to support inquiries from PBCTC.
- Standard hours during which support will be provided and out-of-hours support options and costs.

7. Implementation Requirements

It is planned that a vendor will be selected by *August 26, 2016* and contract negotiation completed *within thirty (30) days of award*. It is PBCTC's intention to commence operational use of the proposed system no later than *October 31, 2016*.

PBCTC is open to options provided by the vendor on the priority order of implementing the system.

7.1. Implementation Plan

Vendors should include an implementation plan with a timetable for the implementation of the system. The plan must indicate the specific tasks involved and the time frames required.

Clearly state the standard acceptance and testing criteria that is usually employed.

Indicate what kind of performance bond the vendor is willing to provide to PBCTC ensuring a satisfactory performance of the system.

This implementation plan will be refined during initial scoping of the project.

7.2. Training

As part of the implementation requirements, training needs must also be identified for up to ninety (90) operating staff and managers. The training needs of the IT staff for ongoing support must also be identified. Please include a training plan including number of hours, staff requirements and any pertinent related information to make training efficient and effective. The vendors must also indicate the number of man-days of training and support provided as part of the initial cost.

List the documentation (user manuals) provided with the system. It will be necessary for PBCTC to see samples of such documentation during the selection process.

Implementation costs should cover all effort required from initiation to post-implementation wrap-up.

8. Selection Process

8.1. Objective

The objective of the evaluation process is to select a reliable and experienced vendor, capable of supplying and installing a Cash Counting/Deposit System with the functions required by PBCTC, within the time frame identified in *Section 7*. In addition, the vendor must be willing and capable of providing ongoing maintenance and support of the solution.

8.2. Timetable

The key dates for the RFP issue, receipt, evaluation and implementation are currently as follows:

Completed By:	Key Milestones	Comments
<i>July 15, 2016</i>	Distribution of the RFP	
<i>July 22, 2016</i>	Deadline for pre-bid questions	Submit questions to: jmccConnell@pbctax.com Subj: Cash Counting RFP

Completed By:	Key Milestones	Comments
<i>July 27, 2016</i>	Answers to pre-bid questions	All questions submitted will be answered in one email to all vendors
<i>August 12, 2016</i>	Deadline for submission	
<i>August 26, 2016</i>	Winning vendor announced	
<i>August 29 – September 16, 2016</i>	Contract negotiations	

PBCTC retains the right to amend this schedule as it sees fit.

8.3. Contacts during the selection process

For vendors for all clarifications until completion of the selection process, the primary point of contact will be: *James McConnell*, jmccconnell@pbctax.com

In order to ensure that any clarification is promptly made available, a secondary point of contact is: *Eileen Granger*, egranger@pbctax.com

For an organized process of answering queries from vendors, an email should be sent to the address above by the specified date. Questions received not following the format above **shall not be entertained**. All questions/inquiries shall be responded to by July 27, 2016

8.4. Selection Criteria

Package selection will be based upon a number of criteria, as detailed below. The vendors are therefore required to consider how their package fits in with the criteria listed and clearly indicate this in their response document.

Selection criteria will be based upon:

Functional Fit

The functional fit between the package and the business needs, as documented in the Statement of Business Requirements/Specifications and its availability for implementation. This will also take into account the ease of use of the package, the quality of the documentation, the extent of the modifications required and the readiness and flexibility of the vendor to handle customization and adapt to any future changes in the business.

Supplier Fit

The quality of management, technical staff, financial and organizational stability of the company. Contractual arrangements, current customer base and the quality of the vendor's support (i.e., assistance/troubleshooting, training, and consulting) will also be considered

Technical Fit

The product will be technically measured based on its ability to meet most or all requirements as outlined in section 5.1. It will also be evaluated on its stability and robustness of security and control elements, audit elements and performance.

Cost

The overall costs of implementing two high performance products in two high volume based service centers. A cost-effective solution that seeks to minimize overall cost of ownership.

8.5. Contract Negotiation

For the preferred vendor, PBCTC will handle negotiations to agree on a contract. The agreed contract will stipulate that the equipment and software specified will satisfy the functions as stated in this RFP, and will perform at a speed appropriate to like industries. It will include final costing and a complete implementation plan.

Sample Contract Draft attached to this RFP packet. PBCTC reserves the right to modify the attached Sample Contract Draft before and during contract negotiations.

PBCTC requires that contracts covering the provision of services and equipment requested in this RFP be negotiated to the satisfaction of PBCTC.

All vendors are required to acknowledge that they agree to the conditions set out in this RFP and the Sample Contract Draft.

8.6. General Conditions

ITEMS FURNISHED: All items furnished must be completely new, and free from defects unless specified otherwise. No others will be accepted under the terms and intent of this bid.

PERFORMANCE BOND: When applicable, the successful bidder on this bid must furnish a performance bond as indicated in the specifications, made out to the PBCTC, prepared on an approved form, as security for the faithful performance of his contract within ten days of this notification that his bid has been accepted. The surety thereon must be such surety company as are authorized and licensed to transact business in the State of Florida. Attorneys in fact who sign bid bonds must file with each bond a certified copy of their power of attorney to sign said bonds. The successful bidder or bidders, upon failure or refusal to furnish within ten days after his notification the required performance bonds, will pay to the PBCTC, as liquidated damages for such failure or refusal an amount in cash equal to the security deposited with his bid.

GUARANTEE: The contractor will unconditionally guarantee the materials and workmanship on all equipment furnished by him for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified herein. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of the PBCTC are due to faulty design and installation workmanship, or materials, upon ratification, the contractor, at his expense, will repair or adjust the equipment or parts to correct the condition, or he will replace the part or entire unit to the

complete satisfaction of the PBCTC. Repairs, replacements or adjustments will be made only at such times as will be designated by the PBCTC as least detrimental to the operation of PBCTC business.

COLLUSION: THE BIDDER, BY AFFIXING HIS SIGNATURE TO THIS PROPOSAL AGREES TO THE FOLLOWING: "BIDDER CERTIFIES THAT THIS BID IS MADE WITHOUT ANY PREVIOUS UNDERSTANDING, AGREEMENT OR CONNECTION WITH ANY PERSON, FIRM, OR CORPORATION MAKING A BID FOR THE SAME ITEMS; AND IS IN ALL RESPECTS FAIR, WITHOUT OUTSIDE CONTROL, COLLUSION, FRAUD OR OTHERWISE ILLEGAL ACTION."

ERRORS IN BIDS: Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and he cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders. In case of error in extension of prices in the bid, the unit price will govern.

LICENSES REQUIREMENT: Bidders/Vendors responding to a solicitation or by acceptance of a Purchase Order issued by the PBCTC must obtain and maintain all applicable Local, State and Federal licenses required by law.

PUBLIC ENTITY CRIME INFORMATION: A person or affiliate who has been placed on the State Of Florida convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with 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, and may not transact business with any public entity for a period of 36 months from the date of being placed on the convicted vendor list.

INDEMNIFICATION: The Bidder/Vendor, its employees, agents and subcontractors shall indemnify, defend and hold harmless the PBCTC, it's directors, officers, agents, representatives and employees, from and against any damages, liabilities, losses and costs, including but not limited to reasonable attorneys' fees to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Bidder/Vendor, and other persons employed or utilized by the Bidder/Vendor in the performance of this contract or the work performed thereunder. This indemnification is separate and apart from, and in no way limited by, any insurance provided pursuant to this contract or otherwise.

INSURANCE: As stated in sample contract draft.

Palm Beach County Tax Collector

Sample Contract Draft

**Agreement for
Cash Counting/Deposit System**

Date to be added: 2016

SERVICES AGREEMENT

This Agreement between SUCCESSFUL VENDOR ("Company") and Palm Beach County Tax Collector ("Customer") is effective from DATE TO BE ADDED through the completion of services described in the Scope of Work.

SCOPE OF WORK

1. FROM RFP

TERMS AND COST

FROM RFP AND SUCCESSFUL VENDOR'S PROPOSAL

Termination. Either the Company or Customer may terminate this Agreement on 30 days written notice to the other party. Company and Customer are obligated to perform all terms and conditions of this Agreement during the notice period including payment.

Guarantees/Warranties. Company

Non-Restrictive Relationship. Company may provide the same or similar services to other customers and Customer may utilize other digital media service providers that are competitive with Company.

Waiver. The rights and remedies provided to each of the parties herein shall be cumulative and in addition to any other rights and remedies provided by law or otherwise. Any failure in the exercise by either party of its right to terminate this Agreement or to enforce any provision of this Agreement for default or violation by the other party shall not prejudice such party's rights of termination or enforcement for any further or other's default or violation or be deemed a waiver or forfeiture of those rights.

Force Majeure. Neither party will be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond its control, including and without limitation: strikes, lockouts, or other industrial disturbances; civil disturbances; fires; acts of God; hurricanes or impending hurricanes; acts of a public enemy; compliance with any regulations, order, or requirement of any governmental body or agency; or inability to obtain transportation or necessary materials in the open market.

Public Entity Crimes. As provided in Florida Statutes, Section 287.132-133, Company hereby certifies that neither they nor their employees who will perform hereunder have been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) month period immediately preceding the effective date of the term of this Agreement. This certification is required pursuant to Florida Statutes, Section, 287.133, 3(a).

Insurance Requirements. (a) Commercial General Liability. Company shall maintain Commercial General Liability Insurance at a limit of liability of not less than One Million Dollars (\$1,000,000) each occurrence. Coverage shall not contain any endorsement(s) excluding or limiting Premises/Operations, Damage to Rented Property, Personal Injury, Product/Completed Operations, Contractual Liability, Severability of Interests or Cross Liability. Coverage shall be provided on a primary basis.

(b) Business Automobile Liability. Company shall maintain Business Automobile Liability Insurance at a limit of liability of not less than One Million Dollars (\$1,000,000) each occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event the Company does not own automobiles, Company shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. Coverage shall be provided on a primary basis.

(c) Worker's Compensation Insurance & Employers Liability. Company shall maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440. Coverage shall be provided on a primary basis.

(d) Professional Liability at a limit of liability of not less than One Million Dollars (\$1,000,000) each occurrence. Coverage shall be provided on a primary basis.

(e) Additional Insured. Company shall provide the Department with a certificate, or certificates, of insurance, evidencing limits, coverages and endorsements as required herein; within seven (7) days of Agreement execution. Company shall endorse **Palm Beach County Tax Collector** as an **Additional Insured** with a "**CG026 Additional Insured - Designated Person or Organization**" endorsement to the Commercial General Liability policy. The additional insured endorsement shall read: "**Constitutional Tax Collector Serving Palm Beach County, Employees and Agents, c/o Palm Beach County Tax Collector, 301 North Olive Avenue, Third Floor – Legal Services, West Palm Beach, Florida 33401.**" Coverage shall be provided on a primary basis. All certificates of insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. In the event coverage is cancelled or is not renewed during the Term, Company shall provide Customer a new certificate of insurance or certificates of insurance evidencing replacement coverage no later than thirty (30) days prior to the expiration or cancellation of the coverage. The certificate holder's name and address shall read "**Palm Beach County Tax Collector, 301 North Olive Avenue, Third Floor – Legal Services, West Palm Beach, Florida 33401.**"

(f) Deductibles, Coinsurance & Self-Insured Retention. Company shall be fully and solely responsible for any deductible, coinsurance penalty, or self-insured retention; including any losses, damages, or expenses not covered due to an exhaustion of limits or failure to comply with the policy.

(g) Waiver of Subrogation. By entering into this Agreement, Company agrees to a Waiver of Subrogation for each policy required herein. When required by the insurer, or should a policy condition not permit Company to enter into any pre-loss agreement to waive subrogation without an endorsement, then Company agrees to notify the insurer.

(h) Right to Review or Adjust Insurance. Customer may review, modify, reject or accept any required policies of insurance, including, but not limited to, limits, coverages or endorsements, required by herein from time to time throughout the Term. Customer may also reject any insurer or self-insurance plan providing coverage because of poor financial condition or failure to operate legally. In such event, Customer shall provide Company a written notice of rejection, and Company shall comply within thirty (30) days of receipt of the notice.

(i) No Representation of Coverage Adequacy. Company acknowledges the limits, coverages and endorsements required herein are intended to minimize liability for Customer. Company agrees that it will not rely upon the requirements herein when assessing the extent or

determining appropriate types or limits of insurance coverage to protect Company against any loss exposures, whether as a result of this Agreement or otherwise.

Indemnification. The Company agrees to protect, defend, reimburse, indemnify, and hold the Customer, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of the Company.

Conflict of Interest. Company warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. Company shall execute the Conflict of Interest form labeled **Exhibit A**, attached hereto and made a part hereof. Company is further required to notify Customer in writing of any conflict of interest due to any other clients, contracts, or property interests that may arise during the term of this Agreement or renewal thereof.

Compliance with Laws. Per Florida Statutes, Section 119.0701, Company shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by Company in conjunction with this Agreement. Specifically, if Company is acting on behalf of the Customer, Company shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the Customer in order to perform the services being performed by Company.
- (b) Provide the public with access to public records on the same terms and conditions that the Customer would provide the records and 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.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the Customer all public records in possession of Company upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Customer in a format that is compatible with the information technology systems of the Customer.

Failure by Company to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Customer. Company shall promptly provide the Customer with a copy of any request to inspect or copy public records in possession of Company and shall promptly provide the Customer a copy of Company's response to each such request.

Right to Audit. As appropriate, Company agrees to maintain an unqualified SSAE 16, Type II (or the future, functional, equivalent if the SSAE 16, Type II becomes obsolete) compliance audit on operations and tests of operational effectiveness in its shared services environment. On a when requested basis in any year during which Company performs any services for the Customer, Company shall provide the Customer with a reproducible electronic copy or a minimum of two (2) hard copies of Company's most current unqualified SSAE 16, Type II report on controls placed in Operation and Tests of Operating Effectiveness, as completed in accordance with the American Institute of Certified Public Accountants Standards at Company's expense. The Audit shall be provided by Company to the Customer no later than

fifteen (15) days after written request. The audit shall be performed by a nationally qualified firm to perform such audits and should cover a twelve (12) month period with a minimum of nine (9) months coinciding with the Customer's fiscal year (October through September). Company will deliver the reports to the Customer within fifteen (15) days of the completion of each audit or within fifteen (15) days after the Customer's request, whichever is later. This provision will survive the expiration or termination of this Agreement.

Time is of the Essence. Time is of the essence with respect to the performance of each and every provision of this Agreement where a time is specified for performance.

Notices. All notices required under or regarding this Agreement will be in writing and will be considered if delivered personally, mailed via registered or certified mail (return receipt requested and postage prepaid), given by facsimile (confirmed by certification of receipt) or sent by courier (confirmed by receipt) addressed to the following designated parties:

If to Company:
SUCCESSFUL VENDOR

Attention:
ADDRESS:

PHONE:
FAX:

If to Customer:
PALM BEACH COUNTY
TAX COLLECTOR
Attention: Anne M. Gannon
301 N Olive Avenue, Third Floor
West Palm Beach, FL 33401
(561) 355-2805
(561) 355-4123

Severability. If any term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement will not be affected.

Captions. The section headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of this Agreement.

Amendments. This Agreement and the Exhibits may be amended only by an instrument in writing executed by the parties hereto. Any written work order submitted by Customer shall not amend the terms of this Agreement and will only be considered (1) a statement of the work to be performed; (2) set forth any deadlines or schedules; and (3) the additional fees to be charged, if any, for any out of scope work or services stated on the work order.

Applicable Law. This Agreement and the respective rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflicts of law's provisions. Customer and Company agree that all actions arising under or relating to this Agreement, shall be brought exclusively in any United States District Court or State Court located in Palm Beach County, Florida having subject matter jurisdiction over such matters, and Customer and Company each hereby consents and agrees to such personal jurisdiction, and waives any objection as to the venue, of such courts for purposes of such action.

Successors and Third Party Beneficiaries. This Agreement shall inure to the benefit of Company and Customer and any successors or assigns of Company and Customer. No third party shall have any rights hereunder.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day and year first above written.

Each of the undersigned declares and represents that he or she is authorized to execute this agreement on behalf of the party for whom he or she is signing.

COMPANY: SUCCESSFUL VENDOR

Signature: _____ Date: _____
(Authorized Signature)

CUSTOMER: PALM BEACH COUNTY TAX COLLECTOR

Signature: _____ Date: _____
Anne M. Gannon
Constitutional Tax Collector
301 North Olive Avenue, Third Floor
West Palm Beach, Florida 33401

Approved as to form and legal sufficiency:

Signature: _____ Date: _____
Orfelia Mayor, Esq.
General Counsel
Palm Beach County Tax Collector

EXHIBIT A

CONFLICT OF INTEREST DISCLOSURE FORM

Company represents that it presently has no interest, either direct or indirect, which would or could conflict in any manner with the performance of service for Palm Beach County Tax Collector "Tax Collector", except as follows:

(Attach additional sheets as needed.)

Company further represents that no person having any interest shall be employed for said performance. By signing below, Company certifies that the information contained herein is true and correct and constitutes all current potential conflicts of interest which may influence or appear to influence Company's judgment or quality of services being provided to the Tax Collector.

Company shall promptly notify the Tax Collector in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence Company's judgment or quality of services being provided to the Tax Collector. Such written notification shall identify the prospective business association, interest, or circumstance, the nature of work that Company may undertake and request an opinion of the Tax Collector as to whether the association, interest, or circumstance would in the opinion of the Tax Collector constitute an unacceptable conflict of interest if entered into by Company.

If, in the sole opinion of the Tax Collector, the prospective business association, interest, or circumstance of Company would constitute an unacceptable conflict of interest to the Tax Collector, the Tax Collector shall so state in its notification and Company shall not enter into said association, interest, or circumstance.

THIS DISCLOSURE is submitted by _____

(Name of Individual)

as _____ of _____

(Title/Position)

(Firm Name of Company)

who hereby certifies that the information stated above is true and correct. Further, it is hereby acknowledged that any misrepresentation by Company on this Disclosure is considered an unethical business practice and is grounds for sanctions against future Tax Collector business with Company.

(Signature) (Date)