



**REQUEST FOR PROPOSAL
FOR
BANKING SERVICES FOR COUNTY OF VOLUSIA**

RFP NO. 10-P-93BB

Closing Date: July 27, 2010

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RFP 10-P-93BB

BANKING SERVICES FOR COUNTY OF VOLUSIA

1.0 PURPOSE & OVERVIEW

The purpose of this Request for Proposals is to solicit sealed proposals to provide banking services to the County of Volusia, Florida. The objectives are to obtain required services for an initial five (5) year term plus two subsequent 1-year renewals if mutually agreed upon, at the most favorable consistent cost, with efficient operation and to optimize return on available cash flows for the benefit of the County of Volusia, Florida.

2.0 INTRODUCTION

The County of Volusia, Florida is currently seeking proposals from qualified public depositories (Chapter 280, Florida Statutes) interested in providing comprehensive banking services to the County. The objective of the County is to secure the most efficient and effective banking services while maintaining sufficient liquidity and protection of all the funds entrusted to the County. The County may award a contract to the best service provider with innovative ideas, which may not be the low price Proposer. The County reserves the right not to award some or all of the services contemplated herein.

3.0 MINIMUM QUALIFICATIONS

The following minimum qualifications must be met in order for the Respondent's proposal to be considered:

- A. The Respondent must be certified as a "Qualified Public Depository" under Chapter 280 Florida Statutes, "Security for Public Deposits" and comply with Chapter 136, Florida Statutes, "County Depositories". The Respondent must maintain the designation of Qualified Public Depository in good standing throughout any contract period(s) resulting from this solicitation and the selected Respondent will be required to show proof of the Qualified Public Depository designation in the manner and frequency required by Florida Statute; and will immediately notify the County of any anticipated or actual loss of designation.
- B. The Respondent must have offices located within the county limits of Volusia County, Florida.
- C. The Respondent must have received an unqualified opinion for each of the last two years' audited financial report.

4.0 SCOPE OF SERVICES

The information provided in this scope of services identifies services the County is currently receiving and desires to maintain. In addition, where applicable, the County has indicated new or additional services it will consider.

4.1 Bank Accounts

The County will maintain multiple bank accounts. The County warrants that it will maintain these accounts in the selected, depository bank, except funds required to be deposited with an escrow and/or paying agent by bond or certificate resolutions, contracted agreements, or other requirements of law. The following bank accounts will be maintained during the contract period:

- A. **Pooled Cash Account** - This account will be used to concentrate the daily cash balances of the various accounts of the County and will be an interest-bearing account. Incoming wire transfers will be deposited into this account. Numerous County department/divisions located in a variety of geographic locations within the County will be depositing funds into this account and each deposit needs to be uniquely identified with the specific department/division. Internal transfers will be made automatically on a daily basis to cover zero-balance accounts.
- B. **Accounts Payable Account** - This zero-balance account will be used to process accounts payable and other disbursements of the County other than payroll. Outgoing wire transfers will be made from this account.
- C. **Payroll Account** - This zero-balance account will be used solely to process payroll disbursements to employees. This account will include both payroll check and direct deposit distributions.
- D. **Ocean Center Operating Account** - This account will be used only for disbursements to settle certain event obligations at the Ocean Center, the County's convention center. Transfers will be made, as needed, to move funds from the Accounts Payable Account to the Ocean Center Operating Account to cover checks written. Other than transfers, there will no deposits into this account.
- E. **Flexible Benefit Program Account** - This account will be used for the reimbursement of Internal Revenue Code, Section 125 expenses. This account will include both checks and direct deposits. Other than transfers from the Accounts Payable Account, there will be no deposits into this account.
- F. **Health Partnership Plan Account** - This account will be used to process insurance claim payments to both employees and providers. Other than transfers from the Accounts Payable Account, there will be no deposits into this account.
- G. **Utility Payment Account** – This zero balance account will be used for the receipt of electronic payments for the County's Utility Systems. Transfers will be made on a daily basis into the Pooled Cash Account.

- H. **Utilities Deposits Account** - This account is used to account for utility deposits and is a non-checking, non-interest bearing account. Transfers are made into and out of the Pooled Cash and Accounts Payable Accounts from this account.
- I. **Inmate Release Account** - This account is used to account for money held by the County for inmates at the Volusia County Correctional Facility and the Volusia County Branch Jail. Cash, certified checks, and money orders will be deposited into this account. The bank will guarantee the endorsement of deposited items, as these funds are deposited for the inmates of the County. Checks are issued out of this account as inmates are released.
- J. **Other accounts for specific purposes** - These accounts will be established as needed.

Attached is a chart showing the County's bank accounts and services provided for each account (Exhibit C).

The intention of the County is to eliminate the float factor from all accounts subject to this proposal. County funds collected daily by the various County activities will be deposited into the Pooled Cash Account. Every effort will be made by the bank to make collection as soon as possible. Any returned checks will be re-deposited a second time before being charged to the County. The County will be charged a returned item fee only for those items returned a second time.

Large checks, warrants, drafts, etc., drawn on the provider's bank are to be deposited directly into the Pooled Cash Account. Special treatment will be given, whenever possible, to large checks, drafts, letters of credit, etc., drawn on other banks, in order to make such funds available to the County of Volusia to invest as quickly as possible.

In addition, the County has several revenue collection offices that, from time to time, need to buy straps of currency and rolled coin for their change funds. The depository bank shall supply these offices.

4.2 Online Account Access

Only Proposers that utilize a Web Based system shall be considered. The bank shall provide a secured web based solution that will allow the County on-line access to all County bank accounts. The system will enable the County user to communicate with the bank, download and archive information, provide daily reporting, execute on-line stop payments, perform internal and external wire transfers, and access detailed ACH information. The system shall be able to operate in a Microsoft Windows XP and Windows 7 environment and be capable of running in Microsoft Internet Explorer version 7.0 and 8.0 to access the Internet with multiple levels of security. The preferred solution will be web based using Internet Explorer with no client software, other than Plug-ins. A plug-in is defined as a computer program that interacts with a web browser to provide a certain, usually very specific, function "on demand".

4.3 Overdrafts

It is not the intention of the County to overdraw any account. In the event of an overdraft, all checks presented for payment will be paid. The Bank will indicate if it will or will not charge for overdrafts on the Banking Services Processes (Exhibit A). Any deductions for overdraft charges will be reflected in the monthly invoice.

4.4 Debit/Credit Memos

All advices affecting a debit or credit memo type transaction will be delivered daily. Debit memos will not be used to charge the County of Volusia's bank accounts for supplies or services provided. Charges for supplies or services will be included in the invoice prepared by the bank at the rate for the supplies or services stated in the contract. Deposit corrections shall include backup detail including, at a minimum, the amount and date of the deposit and a copy of the check(s) involved.

The only acceptable debit memos allowed to be posted to the accounts are the following:

- Deposit Errors
- Returned Items
- Foreign Exchange Discount Rate
- Debit and Credit Posting Corrections

All advices, statements, and notices shall be mailed to:

County of Volusia, Florida
Financial and Administrative Services
Accounting Division, Room 302
123 W Indiana Avenue
DeLand, FL 32720-4609

4.5 Wire Transfers

The bank shall wire funds through the Federal Reserve System to other financial institutions for the account of the County of Volusia only upon request of the County of Volusia's Chief Financial Officer or designee, who will initiate the request via a secure web-based system.

4.6 Positive Pay

Currently, the Accounts Payable and Payroll account are using positive pay. The bank shall provide a system to automatically compare checks issued by the County with checks presented for payment. This system should automatically reject any checks presented for payment that do not match the file of issued checks transmitted to the bank or those entered manually over the Web by a designated, authorized County user. Currently, the file that is sent to the bank includes check date, check number, and amount. The County desires to add the payee name as an additional fraud prevention measure.

4.7 Electronic Payment Processing

The bank shall provide a service that allows the County to easily identify and post the payments to customers' accounts. Currently, the Utility Payment Account has customers who authorize their bank to pay their utility bill and remit funds to the County's bank.

4.8 Electronic Funds Transfers and Direct Deposit

The County pays some Accounts Payable vendors via Electronic Fund Transfers (EFT). Approximately 50 to 100 vendors are paid each week using this method.

Currently there are approximately 2,800 employees receiving their biweekly pay through direct deposit and 300 via check. The data necessary to execute the direct deposits will be transmitted to the Bank, typically, no later than 10:30 a.m. Wednesday morning of each pay week. This requirement changes due to holiday office closings. The Bank shall process the transfers so that funds are available to the employees by Thursday morning.

4.9 Stop Payments

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

4.10 Bank Statements and Account Reconciliation

For each bank account, statements shall be produced on the last day of each month or more often, if requested, for reconciliation. For each bank account, images of all paid items shall be provided on CD ROM and in electronic file format. The Bank shall include canceled check images on CD ROM (front and back of canceled checks), sorted by check number on a monthly basis. In addition, the bank shall also supply a file(s) that includes both an index and an archival quality TIFF file of the canceled checks which can be imported to the County's imaging system. In addition, an analysis statement shall be produced monthly and included with each bank statement. The types of reconciliations needed are:

A. Full Reconciliation

The County requires the bank to provide a full Account Reconciliation Program for the Accounts Payable account. The information furnished for this account will be the account number, check number, amount of check, and date check was paid. The information will be transmitted or made available via web access to the

County within five (5) business days after the end of each month. The electronic transmission will be in the following format:

Flat ASCII file

No beginning or ending labels

No headers or footers

Record is fixed-length 80 characters

CR/LF at the end of each record

Record layout:

- Account number: 10 characters; format 9999999999.
- Filler: 3 spaces.
- Check number: 10 characters; format 9999999999, padded with leading zeroes, such as 0000985299 for check number 985299.
- Check amount: 12 characters; no decimal point, always two decimal places, padded with leading zeroes, such as 000000009564 for \$95.64.
- Check date: 8 characters; format yyymmdd, such as 20101231 for 12/31/2010.
- Filler: spaces from end of check date to 80th character.

B. Partial Reconciliation

The County requires the bank to provide a partial Account Reconciliation Program for three (3) bank accounts (Payroll, Health Partnership, and Inmate Release Account). The information shall be transmitted to the County within five (5) business days after the end of each month. The electronic transmission shall be in the same format as required for the Accounts Payable reconciliation referenced in **4.10, A**.

4.11 Investments and Investment Safekeeping

A. Investment of Excess Collected Funds

The depository bank will provide an overnight investment service, which automatically invests all collected funds of the Pooled Cash Account and other specified accounts. The calculation and investment of excess funds shall be completed after all regular demand deposit activity has been posted. Interest earnings resulting from this activity will be deposited into the Pooled Cash Account no less than once a month.

The bank shall furnish, by 9:00 a.m. each day, a listing of uncollected and collected balances in the County's accounts and a grand total of all balances in these accounts as of the close of business for the previous day (this requirement may be satisfied by on-line access).

B. Investment Repurchase Agreements

The County, from time to time, may enter into Repurchase Agreements which are to be monitored by the Bank's Custodian for market value and effectuated by

delivery vs. payment procedures. The bank shall provide daily investment market rate quotations upon request and purchase securities at the request of the Chief Financial Officer or designee. The County requires the institution and/or dealer transacting repurchase agreements to perform, as stated in a Master Repurchase Agreement (developed by the Bond Market Association) executed by the Bank and the County. The Custodian shall provide the County market values of the securities on a timely basis as agreed upon by both parties. Should the market value of securities used as collateral fall below the stated margin exceeding purchase price (as stated in the Master Repurchase Agreement), the Custodian shall notify the county of this discrepancy immediately by email or phone call, to be followed by appropriate reports.

C. Investments – Custodian/Safekeeping Agent

Where securities and/or investments are purchased by the County and where securities are used as collateral or pledged, the bank shall act as third party agent/custodian for safekeeping of securities purchased and held by the County. The Bank's Custodian shall hold the County's securities in registered form or book-entry form. This safekeeping function shall be provided for all securities in the operating portfolio, regardless of how acquired. Currently, the County has two safekeeping accounts; one includes the County's fixed income investments and the other includes equities for the Volunteer Firefighters Retirement Fund.

The Custodian collects and receives, for the County, the principal of all securities as they mature or are redeemed. The Custodian liquidates investments in accordance with instructions received from the Chief Financial Officer or designated authorized person. The Custodian collects and receives the income, dividends, and profits of any securities placed in its charge for credit to the County. The Custodian shall make safekeeping receipts available to the County via internet portal within one business day. The Custodian shall maintain a complete accounting record showing all transactions. The Custodian shall send the County a monthly statement showing all purchases, maturities, sales, calls, and interest earnings during the preceding month. The monthly statement shall list all of the County's assets held by the Custodian with their par and month-end market value.

4.12 Monthly Billing

Monthly, the awarded bank shall prepare a billing for services rendered. The monthly billing shall be presented, in a format similar to the Prices and Services Chart (Exhibit B) included herein, with a total for all the service charges for the month. (Any service rendered by the bank for which a price per item is not detailed will be considered as included in the price of the other detailed items, unless itemized under Exhibit B, the Prices and Services Chart).

4.13 Emergency Services

The depository bank shall be prepared to deliver banking services within 24 hours of a disaster event (hurricane, tornado, wildfire, etc.). The bank shall be prepared to supply the County with a written plan describing how they would meet our banking needs prior to (if forecast), during, and after an event. The plan shall include a process for paying both employees and vendors of the County should the County's normal systems be inoperative. The depository bank shall provide a listing of bank contact names, phone numbers, and physical location to be available to assist with these emergency services and said listing shall be provided to the County semi-annually.

4.14 Other Optional Desired Services

A. Automated Teller Machine

Currently, the County's depository bank maintains one automated teller machine (ATM) with the capability of accessing major networks to be located at the DeLand administration building. Employees or visitors to the County may use this machine and are subject to fees imposed by the bank, if any, for its use. The County desires to continue receiving this service at no cost to the County. Fees associated with the installation and maintenance of an ATM machine will be paid by users or absorbed by the selected bank. If any costs are necessary to provide the service, they will need to be included on the Prices and Services Chart (Exhibit B). The County will assume no liability for the security of the ATM.

B. Banking Supplies

Currently, the County's depositor bank supplies the County with various supplies. The County desires to continue receiving this service provided that it is cost effective to do so.

Bank Account	Item	Style	Annual Quantity
Pooled Cash	Deposit Slip	Two-part	3,600
Accounts Payable	Check	Laser	80,000
Payroll	Check	Laser	10,000
Ocean Center Operating	Check	Standard business	100
Flexible Benefit Program	Check	Laser	4,000
Health Partnership Plan	None	None	None
Utility Payment	None	None	None
Utility Deposit	None	None	None
Inmate Release	Deposit Slip	Two-part	300

Accounts Payable and Payroll laser checks are printed in-house including complete MICR encoding. Therefore, for these checks, the County needs blank safety stock with only the account name pre-printed. Because the County needs to track the department/division location where a deposit originated, the deposit slips need to be coded to these various locations. Currently, the County is tracking seventeen department / division locations. If any costs are necessary to provide the service, they will need to be included on the Prices and Services Chart (Exhibit B).

C. Armored Car Service

Currently, the County is receiving, via its contract with the depository bank, armored car service which picks up deposits from eight different County offices located in DeLand, Daytona Beach, Orange City, and New Smyrna Beach and transports the items to the bank's vault. Seven of those locations receive transport services daily, Monday through Friday. The eighth location receives transport services once a week. The County desires to continue receiving this service provided that it is cost effective to do so. If any costs are necessary to provide the service, they will need to be included on the Prices and Services Chart (Exhibit B).

4.15 Failures

The bank shall reimburse the County of Volusia for interest lost due to the bank's delay of a scheduled transfer of funds. The amount reimbursed will be at the same daily rate that is provided the County on overnight investment of excess funds or the amount of any penalty incurred by the County because of this delay.

Any of the bank's work that is not readable, usable, or not in accordance with the specifications of the Request for Proposals shall be returned for correction and reprocessing and shall be resubmitted to the County as soon as possible. In the event the Bank is unable to correct faulty work, the Bank shall reimburse the County for any additional cost(s) incurred by the County because of the bank's failure.

4.16 Audit

The County of Volusia reserves the right to audit for compliance with the provisions of this Request for Proposal and the awarded contract thereto.

4.17 Additional Information Requested

Although the County has provided a detailed statement of needs and mandatory requirements for the Bank to meet in order to be selected for the contract for banking services, it is not intended to limit Bank's innovations or creativity in preparing a proposal to accomplish these goals. Innovative ideas, new concepts, and partnership arrangements, other than those presented in this Request for Proposal, will be considered. Those might include, for example, unique business features, special service, discounts or terms and conditions specific to each Bank. The specific cost or additional shared

savings associated with each idea or concept will be fully disclosed along with the innovative idea on the Prices and Services Chart (Exhibit B).

Banks are encouraged to suggest other services or improvements that the County has not requested and explain their potential benefit to the County. A description of the services and related costs should be provided on a separate sheet and labeled as **Exhibit D**.

If during the period of the contract, the awarded bank(s) proposes new service(s) availability, the County will be allowed to negotiate that service with the awarded bank and not be required to request quotes or bids because of the new service.

5.0 GENERAL TERMS & CONDITIONS

5.1 RFP Closing Date

Proposals must be received by the Volusia County Purchasing and Contracts Office, Room **304**, Third Floor, 123 West Indiana Avenue, DeLand, FL, 32720-4608, no later than **3:00 p.m., local time, on July 27, 2010**. Proposals received after this time will not be considered.

5.2 Proposed Schedule

06/22/10Release date for Request For Proposal
07/07/10Pre-proposal Conference
07/13/10Final date to receive written questions
07/27/10Closing Date
w/e 08/13/10.....Evaluation Complete
08/13/10 – 09/10/10Contract Negotiations
9/30/10Recommendation to Council for approval
11/01/10Contract Start Date

5.3 Delivery of Proposals

All proposals shall be sealed and delivered or mailed to (faxes/e-mails will not be accepted):

County of Volusia, Florida
Purchasing and Contracts Office, Room **304**
123 West Indiana Avenue, 3rd floor
DeLand, Florida 32720-4608

Mark package(s) **“RFP # 10-P-93BB, Banking Services for County of Volusia”**

Note: Please ensure that if a third party carrier (Federal Express, Airborne, UPS, USPS, etc.) is used, that they are properly instructed to deliver your proposal **only** to Room **304**, in the Purchasing Office on the third (3rd) floor at the above address. To be considered, **a proposal must be received and accepted in the Purchasing and Contracts Office before the RFP Closing Date and Time.**

5.4 Pre-proposal Conference

- A. A pre-proposal conference will be held in the Purchasing Conference Room at 123 W. Indiana Avenue, 3rd Floor, DeLand, FL, on Wednesday, July 7, 2010, at 9:30 a.m., local time. While this is not mandatory, all interested parties are encouraged to attend and participate.
- B. In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities and who need special accommodations to participate in the proceedings should contact the Volusia County Purchasing and Contracts Office in DeLand with a written request at least two (2) business days prior to the meeting date. Facsimiles are acceptable and may be sent to 386-736-5972.

5.5 Public RFP Opening

- A. Pursuant to Section 119.071(1)(b)1.a, Florida Statutes, bids or proposals (“responses”) and the completed tabulation will be available for inspection within ten (10) days of response opening. Names only of firms submitting proposals will be read aloud at the RFP opening. Contact the Purchasing and Contracts Office during regular business hours to inspect responses and the completed tabulation or go to <http://vcservices.vcgov.org/bidlistnet1/> to inspect the completed tabulation. The foregoing notwithstanding, if, prior to the County’s making responses available for inspection, the County rejects all responses and concurrently provides notice of the County’s intent to reissue the solicitation, then the County may avail itself of the exemption for rejected responses set forth in Section 119.071(1)(b)1.b, Florida Statutes, to the extent such section may apply.
- B. In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities and who need special accommodations to participate in the proceedings should contact the Volusia County Purchasing and Contracts Office in DeLand with a written request at least two (2) business days prior to the meeting date. Facsimiles are acceptable and may be sent to 386-736-5972.

5.6 Proposal Submittal

- A. See Submittal Requirements for complete details.
- B. Each respondent shall submit ten (10) complete sets of the Proposal Submittal:
 - **One (1)** hard copy marked “ORIGINAL”
 - **Eight (8)** hard copies marked “COPY”

Note: It is not necessary to return every page of this document with the hard copies of the Proposal ORIGINAL and COPY(ies); return only the pages that require signatures or information.

- One (1) COMPLETE electronic copy on a CD in PDF format (Excel spreadsheets shall not be recorded in PDF). The electronic copy of the Submittal, plus ALL additional pages the respondent wishes to include for review by the County (i.e., proof of insurance, licenses, bonds, resumes, etc.)

If a document is not included on the CD, it shall not be considered as part of the Proposal Submittal. CDs submitted in any format other than PDF may be considered as not meeting the submittal requirements and may therefore, render the entire Proposal Submittal “NON-RESPONSIVE”.

Note solicitation number and name of company on the disk.

**DO NOT SEND CONFIDENTIAL INFORMATION,
PROPRIETARY INFORMATION, OR TRADE SECRETS**

- C. Terms and conditions differing from those in this RFP may be cause for disqualification of the proposal.

5.7 Questions Concerning RFP

- A. It is incumbent upon each respondent to carefully examine this solicitation’s specifications, scope of work/service, terms, and conditions. Questions and exceptions concerning any section of this RFP shall be directed by letter, facsimile transmission, or e-mail to the Procurement Analyst named in item B (below), who shall be the official point of contact for this RFP. Questions and exceptions shall be submitted no later than 14 (fourteen) days before the closing date. Thereafter, no further questions or exceptions will be accepted or reviewed by the County and respondents’ right to submit questions or exceptions will terminate and any questions or exceptions not previously made shall be deemed waived. The issuance of a written addendum is the only official method by which interpretation, clarification, or additional information can be given and oral representations will not be binding on the County.
- B. Mark cover page or envelope(s) “*Questions/Exceptions re: RFP # 10-P-93BB, “Banking Services for County of Volusia.”*”

Submit questions to:

Becki Bishop, Procurement Manager
Telephone:.....386-822-5764
Fax:386-736-5972
E-mail:.....rbishop@co.volusia.fl.us

- C. If it becomes necessary for the County to revise any part of this RFP, an addendum will be posted on the County’s web site. **It is each respondent’s responsibility to check the Volusia County web site for any addenda at**

<http://vcservices.vcgov.org/bidlistnet1>. Each respondent should ensure that they have received all addenda to this RFP **before** submitting their proposal.

In their proposals, respondents must provide proof of receipt of each addendum by signing each addendum and returning each addendum to the County. **FAILURE TO PROVIDE THIS PROOF MAY CAUSE RESPONDENT'S PROPOSAL TO BE RENDERED NON-RESPONSIVE.**

- D. EACH ADDENDUM ISSUED BY THE COUNTY SHALL BECOME A MATERIAL PART OF THIS SOLICITATION AND SHALL BE THE FINAL DECISION ON THE SUBJECT OF THE ADDENDUM.

5.8 Clarification and Addenda

- A. It is incumbent upon each respondent to carefully examine all specifications, terms, and conditions contained herein. Any inquiries, suggestions, or requests concerning interpretation, clarification, or additional information shall be made in writing, (facsimile transmissions acceptable at 386-736-5972) through the Procurement Analyst named above. The County will not be responsible for any oral representation(s) given by any employee, representative, or others. The issuance of a written addendum is the only official method by which interpretation, clarification, or additional information can be given.
- B. If it becomes necessary to revise or amend any part of this RFP, notice may be obtained by accessing the County's web site. Respondents must acknowledge receipts of amendments in their proposals. Each respondent should ensure that they have received all addenda and amendments to this RFP before **submitting their proposal**. Please check the Volusia County web site for any addenda at <http://vcservices.vcgov.org/bidlistnet1>.

5.9 Award

The County is not bound to accept a proposal based only on lowest price. In addition, the County has the sole discretion and reserves the right to cancel this RFP, to reject any/all proposals, to waive any/all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications if it is deemed to be in the best interest of the County to do so. Nothing prohibits the County from rejecting and re-soliciting when responses exceed budget and the County must change the solicitation to lower costs. The County also reserves the right to make multiple awards based on experience and/or qualifications of respondents and to award only a portion of the items and/or services specified, if deemed to be in the County's best interest.

5.10 Other Agencies

- A. All respondents awarded contracts from this solicitation may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions.
- B. It is understood that at no time will any city or municipality or other agency be obligated for placing an order for any other city municipality or agency, nor will any city or municipality or agency be obligated for any bills incurred by any other city or municipality or agency. Further it is understood that each agency will issue its own purchase order to the awarded respondent(s).

5.11 F.O.B. Point

The F.O.B. points for this RFP and for all purchases made under it shall be as specified by the using department (in accordance with the RFP proposal form), in Volusia County, Florida. Delivery will not be complete until the using department has accepted each item. Delivery to a common carrier shall not constitute delivery to the ordering agency. All disputes shall be between the seller / respondent and the carrier.

5.12 Assignment

The awarded respondent shall not assign, transfer, convey, sublet, or otherwise dispose of any award or of any of its rights, title, or interests therein without the prior written consent of the County of Volusia, which shall be at the absolute discretion of the County.

5.13 Contract

- A. The contents of this RFP and all provisions of the successful proposal deemed pertinent by the County may be incorporated into a contract and become legally binding. A separate contract document, other than the purchase order, will be issued. The attached draft contract may be revised subject to negotiation between the County and the respondent as it relates to price and scope. Content of the final contract may contain changes as a result of the RFP process and submittal(s) received. The final negotiated contract shall include the scope of work as outlined in Section 4.0 of the RFP and related exhibits, and is subject to review by the County Attorney or designee for determination of legal form and substantive sufficiency prior to approval and execution.
- B. The Director of Purchasing and Contracts, County Manager, and County Chair are the sole Contracting Officers for the County of Volusia, Florida, and only they or their designee are authorized to make changes to any contract.
- C. The County shall be responsible for only those orders placed by the County on an authorized signed Purchase Order or Master Agreement. The County shall not be responsible for any order, change substitution or any other discrepancy from the Purchase Order or Master Agreement. If there is any question about the

authenticity of a Purchase Order, Master Agreement, or change order, the respondent should promptly contact the Purchasing Office at 386-736-5935.

5.14 Disclosure of Proposal Content

- A. All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this RFP. Selection or rejection of any submittal does not affect this right.
- B. The County of Volusia, Florida, is governed by the Public Record Law, Chapter 119, Florida Statutes (F.S.).

5.15 Respondent's Responsibility

A respondent, by submitting a proposal, represents that:

- A. The respondent has read and understands the RFP in its entirety and that the proposal is made in accordance therewith, and;
- B. The respondent possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the County, and;
- C. Before submitting a proposal, each respondent shall make all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the contract and to verify any representations made by the County of Volusia, Florida, upon which the respondent will rely.
- D. The respondent understands and agrees that if the respondent receives an award, failure to have made such investigations pursuant to respondent's proposal to the RFP will in no way relieve the respondent from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the respondent for additional compensation or relief.
- E. The respondent will be held responsible for any and all discrepancies, errors, etc., in discounts or rebates which are discovered during the contract term or up to and including three (3) fiscal years following the County's annual audit.
- F. By submitting a proposal (offer) to the County of Volusia, FL, the respondent expressly agrees that if awarded a contract, the County may withhold from any payment any monies owed by the respondent to the County for any legal obligation between the respondent and the County, including, but not limited to real property, taxes, personal property taxes, fees, and commissions.

5.16 Payment Terms

- A. The County will remit full payment on all undisputed invoices within 45 (forty-five) days from receipt by the appropriate person(s) (to be designated at time of contract) of the invoice(s) or receipt of all products or services ordered.
- B. Pursuant to Chapter 218, Florida Statutes, the County will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within 30 (thirty) days after receipt of the entire order of the commodity or service, AND a properly completed invoice, whichever is later.
- C. The County has the capabilities of Electronic Fund Transfer (EFT). List any discounts for prompt payment and/or willingness to accept Electronic Funds Transfer (EFT) and the discount to be applied to such payments.

5.17 Conflict of Interest Form

All respondents shall properly complete, have notarized, and include with their Submittal the attached form disclosing any potential conflict of interest that the respondent may have due to ownership, other clients, contracts, or interests associated with this project.

5.18 Certificates

The County reserves the right to require proof that the respondent is an established business and is abiding by the Ordinances, Regulation, and Laws of their community and the State of Florida, such as but not limited to: Business Tax Receipts, Business Licenses, Florida Sales Tax Registration, and Federal Employers Identification Number.

5.19 Minor Irregularities

The County reserves the right to waive minor irregularities in proposals, providing such action is in the best interest of the County. Minor irregularities are defined as those that have no adverse effect on the County's best interests, and will not affect the outcome of the selection process by giving the respondent an advantage or benefit not enjoyed by other respondents.

5.20 Venue and Governing Law

All legal proceedings brought in connection with the contract executed for the services provided as award under this RFP Contract shall only be brought in a state or federal court located in the State of Florida. Venue in state court shall be in Volusia County, Florida. Venue in federal court shall be in the United States District Court, Middle District of Florida, Orlando division. Each respondent agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against respondent. In the event of a legal proceeding, the action shall be by non-jury trial for the adjudication of such suit.

All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this contract shall in all respects be governed by and determined in accordance with the laws of the State of Florida without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.

5.21 Sovereign Immunity

The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity of limits of liability of the County beyond any statutory limited waiver or immunity of limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the County for damages regardless of the number or nature of claims in tort, equity or contract shall not exceed the dollar amount set by the legislature for tort. Nothing in this section shall be deemed to relieve the County from paying for services rendered by Respondent. Nothing in this Agreement shall inure to the benefit on any third party for the purpose of allowing any claim against the County, which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

5.22 Insurance

The respondent shall secure and maintain at all times during the term of this agreement, without cost or expense to the County of Volusia, policies of insurance insuring the respondent against any and all claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services, and/or obligations of the respondent under the terms and provisions of this agreement:

- Commercial General Liability – in the amount of \$3 million aggregate / \$1 million per occurrence
- Liability – Auto, in the amount of \$100,000/300,000, Any Auto
- Professional Liability in the amount of \$3 million aggregate / \$1 million per occurrence
- Workers' Compensation – As required by Florida law.

Requirements for Respondents that qualify for an exemption under the Florida Workers' Compensation law in Chapter 440 Florida Statutes are detailed below:

Incorporated or unincorporated firms with less than four employees shall be required to sign a Hold Harmless Agreement relieving the County of liability in the event they and/or their employees are injured while providing goods and/or services to the County. Respondents shall certify the number of employees, inclusive of owner/operators

Incorporated or unincorporated firms with four or more employees shall be required to provide a copy of their "Notice of Election to be Exempt", along with valid proof of coverage for non-exempt employees.

The *Hold Harmless Agreement* mentioned above shall be returned with the bid proposal as detailed in the Submittal Requirements, if required.

All insurance policies shall be issued by insurers licensed to do business in the State of Florida and any insuring firm is required to have a minimum rating of A-, Class VIII, in the "Best Key Rating Guide" published by A.M. Best & Firm, Inc.

The respondent shall either cover any subcontractors on its policy or require the subcontractor to obtain coverage to meet these requirements and file appropriate forms with the County.

The County reserves the right to request a copy of the complete insurance policy(ies) and any endorsements for the above-mentioned insurance. A certificate of insurance and copies of all applicable endorsements indicating that the respondent has coverage in accordance with the requirements herein set forth shall be furnished by the respondent to the County Representative prior to the execution of the contract and annually upon renewal thereafter. The Respondent shall either cover any subcontractors and/or independent contractors on its policy or require the subcontractors to obtain coverage to meet all requirements for insurance contained herein. Respondent agrees that County will make no payments pursuant to the terms of the contract until all required proof or evidence of insurance has been provided to the County Representative. Respondent agrees that the insurer shall waive its rights of subrogation, if any, against the County on Commercial General Liability and Workers' Compensation insurance coverage. The ACORD Certificate of Liability Insurance with endorsements shall be completed by the authorized Resident Agent and returned to the Purchasing Office. This certificate shall be dated and show:

1. The name of the insured respondent, the specified job by name, name of the insurer, the number of the policy, its effective date and its termination date.
2. Statement that the Insurer will mail notice to the County at least 30 (thirty) days prior to any material changes in provisions or cancellation of the policy.
3. **County shall be named as an additional insured on General Liability Insurance as evidenced by the endorsement.**

Loss Deductible Clause: The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the respondent and/or subcontractor providing such insurance.

5.23 Award Term

The County is looking to promote partnership relationships within the policies and procedures of public procurement. Pursuant toward that end, the successful Respondent(s) shall be awarded a contract for an initial five-year term with two subsequent one-year renewals.

The award term recommendation will be that which is determined to be in the best interest of the County. All renewals will be contingent upon mutual written agreement and, approval of County Council.

5.24 Unusual Costs

The Respondent may petition the County at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one year. If the Respondent petitions for such an increase, the Respondent shall also petition for a rate reduction on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one year; failure to make such petition, may be grounds for Agreement termination.

The Respondent's request shall contain substantial proof and justification to support the need for the rate adjustment. The County may request from the Respondent, and the Respondent shall provide, such further information as may be reasonably necessary in making its determination. The County shall approve or deny the request, in whole or in part, within 60 (sixty) days of receipt of the request and all other additional information required by the County. Any price redetermination shall be solely based upon the documentation provided and the County reserves the right to rescind any price relief granted should the circumstances change and prices go down.

5.25 Waiver of Claims

Once this contract expires, or final payment has been requested and made, the awarded respondent shall have no more than 30 calendar days to present or file any claims against the County concerning this contract. After that period, the County will consider the respondent to have waived any right to claims against the County concerning this agreement.

5.26 Evaluation Criteria

Each proposal shall be evaluated using the following criteria:

- A. That **ALL** proposal documentation was submitted timely and in conformance with all requirements of the RFP.

B. That the following elements of Contractor's proposal meet or exceed the requirements of this RFP and cumulatively provide the service and benefits to the County deemed to be in the best interest of the public:

1. Respondent must currently have Certification as a "Qualified Public Depository" under the Florida Security for Public Deposits Act.
2. Respondent must operate offices located within the county limits of Volusia County, Florida.
3. Completeness of proposal submitted.
4. Experience, integrity, and resources available for commitment.
5. Cost per unit and interest return on collected balances and/or total net cost to the County of Volusia for banking services.
6. Proper submittal of ALL documentation as required by this proposal.

Proposals shall be reviewed by an Evaluation Committee, which shall ultimately make a recommendation for award by County Council. The County reserves the right to require any or all Respondents to be interviewed by an Evaluation Committee and/or County Council. Respondents shall not hold back any information, however, as interviews may NOT be requested.

5.27 Termination / Cancellation of Contract

The County reserves the right to cancel the contract without cause with a minimum 30 days written notice.

Termination or cancellation of the contract will not relieve the respondent of any obligations for any deliverables entered into prior to the termination of the contract (i.e., reports, statements of accounts, etc., required and not received).

Termination or cancellation of the contract will not relieve the respondent of any obligations or liabilities resulting from any acts committed by the respondent prior to the termination of the contract.

The Respondent may cancel the resulting contract with 180 days written notice to the Director of Purchasing and Contracts. Failure to provide proper notice to the County may result in the respondent being barred from future business with the County.

5.28 Incurred Expenses

This RFP does not commit the County of Volusia to award a contract, nor shall the County of Volusia be responsible for any cost or expense which may be incurred by the respondent in preparing and submitting the proposal called for in this RFP, or any cost or expense incurred by the respondent prior to the execution of a contract agreement.

5.29 Post-Proposal Discussions with Respondents

It is the County's intent to award a contract(s) to the respondent(s) deemed most advantageous to the County in accordance with the evaluation criteria specified

elsewhere in this RFP. The County reserves the right however, to conduct post-closing discussions with any respondent who has a realistic possibility of contract award including, but, not limited to: request for additional information and competitive negotiations.

5.30 Presentations by Respondents

- A. The County of Volusia, at its sole discretion, may ask individual respondents to make oral presentations and/or demonstrations without charge to the County.
- B. The County reserves the right to require any respondent to demonstrate to the satisfaction of the County that the respondent has the fiscal and managerial abilities to properly furnish the services proposed and required to fulfill the contract. The demonstration must satisfy the County and the County shall be the sole judge of compliance.
- C. Respondents are cautioned not to assume that presentations will be required and should include all pertinent and required information in their original proposal package.

5.31 Minimum Specifications

The specifications listed in the Scope of Service are the minimum required performance specifications for this RFP. They are not intended to limit competition nor specify any particular respondent but to ensure that the County receives quality services.

5.32 Compliance with Laws and Regulations

The respondent shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Respondent shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. The respondent shall protect and indemnify County and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by respondent, its representatives, sub-contractors, sub-consultants, professional associates, agents, servants, or employees.

At time of bid submittal, respondent shall hold the required licensure to be the prime contractor for all work to be performed under the bid contract. If respondent proposes to use a subcontractor or sub-consultant to perform any work under the bid contract such subcontractor and/or sub-consultant shall, at the time of bid submittal, hold the required licensure for all work to be performed under this bid contract as a subcontractor and shall maintain such license(s) in full force and effect during the term of this bid contract. All licenses and permits required to perform respondent's duties under this bid contract whether such license or permit is required by the federal government, State of Florida, Volusia County, or any municipality, shall be at respondent's sole cost and expense, and

shall not be a cost of the County. All required licenses and permits shall be maintained in full force and effect during the term of this bid contract.

5.33 Records & Right to Audit

The respondent shall maintain such financial records and other records as may be prescribed by the County or by applicable federal and state laws, rules, and regulations. The respondent shall retain these records for a period of three (3) years after final payment, or until they are audited by the County, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three year period for examination, transcription, and audit by the County, its designees, or other entities authorized by law.

5.34 Change in Scope of Services/Work

- A. The County may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the respondent that the scope of the project or of the respondent's services has been changed, requiring changes to the amount of compensation to the respondent or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the County Representative, County's Director of Purchasing and Contracts, and the respondent.
- B. If the respondent believes that any particular work is not within the scope of work of the contract, is a material change, or will otherwise require more compensation to the respondent, the respondent must immediately notify the County's Representative in writing of this belief. If the County's Representative believes that the particular work is within the scope of the contract as written, the respondent will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope. The respondent must assert its right to an adjustment under this clause within 30 (thirty) days from the date of receipt of the written order.
- C. The County reserves the right to negotiate with the awarded respondent(s) without completing the competitive RFP process for materials, products, and/or services similar in nature to those specified within this RFP for which requirements were not known when the RFP was released.

5.35 Safety

The respondent shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed in performing the work. The respondent shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations, and standards. The respondent shall indemnify and hold harmless the County from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and

court costs) which may be imposed on the County because of the respondent, subcontractor, or supplier's failure to comply with the regulations.

5.36 Respondent's Personnel

The respondent shall be responsible for ensuring that its employees, agents and subcontractors comply with all applicable laws and regulations and meet all federal, state, and local requirements related to their employment and position.

The respondent certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended.

During the performance of the contract, the respondent agrees to the following:

- The respondent shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the respondent. The respondent agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- The respondent, in all solicitations or advertisements for employees placed by or on behalf of the respondent, shall state that such respondent is an Equal Opportunity Employer.

Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The respondent shall include the provisions of the foregoing paragraphs above in every subcontract or purchase order so that the provisions will be binding upon each respondent.

The respondent and any subcontractor shall pay all employees working on this contract not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended.

Any information concerning the County, its products, services, personnel, policies or any other aspect of its business learned by the respondent or personnel furnished by the respondent in the course of providing services pursuant to the Agreement, shall be held in confidence and shall not be disclosed by the respondent or any employee or agents of the respondent or personnel furnished by the respondent, without the prior written consent of the County.

5.37 Disadvantaged Business Enterprise Program

The County Council has adopted policies, which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The County encourages joint ventures between majority-owned firms and qualified disadvantaged / minority / women-owned firms.

5.38 Claim Notice

The respondent shall immediately report in writing to the County's designated representative or agent any incident that might reasonably be expected to result in any claim under any of the coverage mentioned herein. The respondent agrees to cooperate with the County in promptly releasing reasonable information periodically as to the disposition of any claims, including a resume of claims experience relating to all respondent operations at the County project site.

5.39 New Material

Unless otherwise provided for in this specification, the respondent represents and warrants that the goods, materials, supplies, or components offered to the County under this RFP solicitation are new not used or reconditioned. It represents that they are not of such age or so deteriorated as to impair their usefulness or safety and that the goods, materials, supplies, or components offered are current production models of the respective manufacturer. If the respondent believes that furnishing used or reconditioned goods, materials, supplies, or components will be in the County's interest, the respondent shall so notify the County Purchasing Agent in writing no later than ten (10) working days prior to the date set for opening of proposals. The notice shall include the reasons for the request and any benefits that may accrue to the County if the Purchasing Agent authorizes the inclusion of used or reconditioned goods, materials, supplies, or components.

5.40 Proposal Acceptance/Rejection

The County reserves the right to accept or reject any or all proposals received as a result of this RFP, or to negotiate separately with competing respondents, and to waive any informalities, defects, or irregularities in any proposal, or to accept that proposal or proposals, which in the judgment of the proper officials, is in the best interest of the County.

5.41 Proposal Acceptance Period

Any proposal in response to this solicitation shall be valid through **May 31, 2011**. At the end of this time the proposal may be withdrawn at the written request of the respondent if no award has been made. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled regardless of the status of the Proposal Bond. **The County reserves the right to request an extension of the proposals if the contract has not been negotiated at that time.**

5.42 Definitions

As used in this RFP, the following terms shall have the meanings set forth below:

Contract: The document resulting from this solicitation between the County and the Respondent, including this RFP, along with any written addenda and other written documents, which are expressly incorporated by reference.

Contractor: That person or entity, including employees, servants, partners, principals, agents and assignees of the person or entity that has submitted a bid or proposal for the purpose of obtaining business with the County to provide the product and/or services set forth herein.

Contract Administrator: The Director of Purchasing and Contracts or designee shall serve as Contract Administrator. The Contract Administrator shall be responsible for addressing any concerns within the scope of the contract. Any changes to the resulting contract shall be done in writing and authorized by the Director of Purchasing and Contracts.

County: The word County refers to the County of Volusia, Florida.

Day: The word “day” means each calendar day or accumulation of calendar days.

Director: The Director is the Director of Purchasing and Contracts for the County of Volusia.

Person or Persons: An individual, firm, partnership, corporation, association, executor, administrator, trustee or other legal entity, whether singular or plural, masculine or feminine, as the context may require.

Respondent: That person or entity, including employees, servants, partners, principals, agents and assignees of the person or entity that submits a proposal for the purpose of obtaining a contract with the County for the provision of the services set forth herein.

Respondent’s Project Manager: The Project Manager has responsibility for administering this contract for the Respondent and will be designated prior to execution of the contract.

6.0. SUBMITTAL REQUIREMENTS

Proposals shall include all of the information solicited in this RFP, and any additional data that the respondent deems pertinent to the understanding and evaluating of the proposal. Proposals shall be organized and sections tabbed in the following order. The respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. All proposals shall include at minimum:

Tab 1 – Respondent’s Profile and Submittal Letter

1. Submittal Letter signed by authorized agent of the firm with **documentation**, such as a Memorandum of Authority, that this individual is authorized to commit the firm to a contract. Clearly state the name, title, and contact information for the individual designated by the firm as contact point for any requests for additional information required by County.
2. A brief profile of the firm, including:
 - A. A brief history of the business
 - B. Organizational structure of business
 - C. Designation of the legal entity by which the business operates (i.e., sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, etc.)
 - D. Ownership interests
 - E. Active business venues (counties, states, etc.)
 - F. Present status and projected direction of business
 - G. The overall qualifications of the business to provide the services requested
 - H. The qualifications of the firm’s employees who will work on this contract
 - I. Documentation from the appropriate state’s agency confirming firm’s legal entity type (i.e., sole proprietorship, partnership, limited liability partnership, corporation, Limited Liability Corporation, etc.). For non-Florida businesses submit documentation from the state in which the business was formed and documentation from the State of Florida providing authorization to perform business in the state of Florida

Tab 2 - Completed Exhibit A, Banking Services Processes

Address all points listed in Exhibit A, unless Exhibit A references a different Tab.

Tab 3 – Completed Exhibit B, Pricing and Services Chart

Address all items listed on the Pricing and Services Chart. Add any other items that your entity can provide and we should consider when evaluating your proposal.

Tab 4 – References

List at least three (3) recent references where the firm has provided similar services of the same or similar magnitude within the past three years.

Tab 5 – Business Tax Receipt (BTR)

To be responsive to this solicitation, each Respondent who is currently required to have a Business Tax Receipt (BTR) at the time of submittal shall provide a copy of their current BTR in their **response** to this solicitation.

For this solicitation there is one exception to this proposal submission requirement:

If Respondent's business type is exempt, **submit** a Proof of Exemption approved by the Volusia County Revenue Director (see Section 11).

Reference: Chapter 114, Article I, Section 114-1 of the Volusia County Code of Ordinances, www.volusia.org/permits/occupation.htm

Tab 6 - Insurance

Attach evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. **Final forms must contain the correct solicitation and/or project number and Volusia County contact person.**

Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy with the proposal.

Tab 7 – Financial Statement

Include copies of the two most recent audited financial statements with the proposal; they must include the auditor's opinion and notes to the financial statements. An online address or link to these statements is acceptable.

Tab 8 – Conflict of Interest Form

All respondents shall properly complete, have notarized and attach with their proposal the attached statement disclosing

Tab 9 – Addenda

Any addenda issued subsequent to the release of this solicitation must be signed and returned with the firm's proposal. **Failure to return signed addenda may be cause for the proposal to be considered non-responsive.**

Tab 10 – Taxpayer Identification Number (TIN) and Certification Form and Qualified Public Depository Certification.

Include a completed TIN form. If the firm is not registered with Volusia County, on-line registration is available at www.volusia.org/purchasing under Vendor Self Service, which links to the registration site and the TIN form can be accessed through this site as well.

_____, 2010

7.0. PROPOSAL FORM

TO: County of Volusia, Florida
Office of Purchasing and Contracts Director
123 W. Indiana Avenue, 3rd Floor
DeLand, FL 32720-4608

The undersigned hereby declare(s) that [firm name] _____
has carefully examined the specifications to furnish the services detailed herein, for which
proposals were advertised to be received **no later than 3:00 p.m., local time, Tuesday,
July 27, 2010**, and further declares that the firm will furnish said services according to
specifications detailed herein.

Sole Proprietor ☐ YES ☐ NO Total number employees _____

F.O.B. Destination, freight allowed

Prompt payment discount, if applicable: _____ % _____ Days; Net 45 Days

Do you accept electronic funds transfer (EFT)? ☐ YES ☐ NO

Do you offer a discount for electronic funds transfer (EFT)? ☐ YES, ____ % ☐ NO

Have you supplied all the Submittal Requirements outlined below?

- ☐ Respondent's Profile & Submittal Letter
- ☐ Proposal Form and completed Exhibits A and B
- ☐ References
- ☐ Licenses
- ☐ If you have a physical location in Volusia County submit:
 - ☐ Current Business Tax Receipt **or** ☐ Proof of Exemption Form
- ☐ Insurance
- ☐ Financial Statement
- ☐ Conflict of Interest Form
- ☐ Any addenda pertaining to this RFP
- ☐ Did you include a CD, as required in the section entitled **Proposal Form**?
- ☐ Certification as a Qualified Public Depository
- ☐ Did you include certification that the institution is a Qualified Public Depository in
good standing as required by Chapter 280 Florida Statutes?

The County of Volusia reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal as they may deem to be in the best interest of the County.

I hereby certify that I have read and understand the requirements of this Request For Proposals No. **10-P-93BB for Banking Services for the County of Volusia** and that I, as the respondent, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any contract(s) and/or other transactions required by award of this RFP.

Company: _____

Per: _____ (Print name)

Signature: _____

Address: _____

City: _____, State: _____, ZIP: _____

Telephone: _____, Fax: _____

E-Mail Address: _____

Dunn & Bradstreet #: _____, Fed. I.D. # _____

The vendor acknowledges that information provided in this bid is true and correct:

x

Authorized Signature

Typed Name

Title

Date

8.0 CONFLICT OF INTEREST FORM

I HEREBY CERTIFY that:

1. I, (*printed name*) _____, am the
(*title*) _____ and the duly authorized representative
of the firm of (*Firm Name*) _____ whose address is
_____, and that I possess the
legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest,
real or apparent, due to ownership, other clients, contracts, or interests associated with this
project; and,
3. This Bid Submittal is made without prior understanding, agreement, or connection with any
corporation, firm, or person submitting a bid for the same services, and is in all respects fair and
without collusion or fraud.

EXCEPTIONS to items above (List): _____

Signature: _____

Printed Name: _____

Firm Name: _____

Date: _____

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20____, by
_____, who is/are personally known to me **or**
who has/have produced _____ as identification.

NOTARY PUBLIC – STATE OF _____

Type or print name:

Commission No.: _____

Commission Expires: _____

(Seal)

9.0 NOTIFICATION REGARDING PUBLIC ENTITY CRIME & DISCRIMINATORY VENDOR LIST REQUIREMENTS & DISQUALIFICATION PROVISION

A. Pursuant to Florida Statutory requirements, potential Respondents are notified:

287.133(2)(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

287.133(2)(b) A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

287.134(2)(a) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.

287.134(2)(b) A public entity may not accept any bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

B. By submitting a proposal, the Respondent represents and warrants that the submission of its proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005).

C. In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent's subcontractors and Respondent's implementer, if any, is not under investigation for violation of such statutes.

D. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

10.0 REFERENCES

#1	Agency	
Address		
City, State, ZIP		
Contact Person		
Telephone		
Date(s) of Service		
Type of Service		
Comments:		
#2	Agency	
Address		
City, State, ZIP		
Contact Person		
Telephone		
Date(s) of Service		
Type of Service		
Comments:		
#3	Agency	
Address		
City, State, ZIP		
Contact Person		
Telephone		
Date(s) of Service		
Type of Service		
Comments:		

11.0 PROOF OF EXEMPTION



FINANCIAL AND ADMINISTRATIVE SERVICES

REVENUE DIVISION

123 W. INDIANA AVE. • ROOM 103 • DELAND, FL 32720-4602

PHONE: 386-736-5938 • FAX: 386-822-572

<http://volusia.org/revenue/>

I certify that the business known as (*business name*) _____,
providing _____ services, which is located at (*street address*) _____
_____, (*city*) _____, falls under the business tax exemption described in:

- | | | |
|---|---|---|
| ☐ Florida Statute 205. 063 | ☐ Florida Statute 205. 065 | ☐ Florida Statute 205. 191 |
| ☐ Florida Statute 205. 064 | ☐ Florida Statute 205. 162 | ☐ Florida Statute 205. 192 |
| | ☐ Florida Statute 205. 171 | |

www.flsenate.gov/Statutes/index.cfm?App_mode=Display_Statute&URL=Ch0205/ch0205.htm

OR is the type of business indicated below:

- | | | |
|---|---|---|
| ☐ Child Care – Residential | ☐ Insurance Adjuster,
Agent, or Company | ☐ Radio/Television Station |
| ☐ Commercial Rentals | ☐ Pharmacist/Pharmacy
(Prescription Drugs Only) | ☐ Religious Institution |
| ☐ Door to Door/Peddler Sales | | ☐ Residential Rentals over 6months |
| | | ☐ Sale of Alcoholic Products only |

(Authorized Signature)

(Printed Name)

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____, by
_____, who is/are personally known to me **or**
who has/have produced _____ as identification.

NOTARY PUBLIC – STATE OF _____
Type or print name:

Commission No.: _____

Commission Expires: _____

(Seal)

A business that falls under one of the exempt classifications listed above is not required to have a Volusia County Business Tax Receipt.

Margaret Flomerfelt, Revenue Director