



FINANCIAL AND ADMINISTRATIVE SERVICES

Purchasing and Contracts

123 West Indiana Avenue • Room 302 • DeLand, FL 32720-4608

(386) 736-5935 • Fax (386) 736-5972

e-mail: purchasing@co.volusia.fl.us; www.volusia.org

Submittal Due Date

Friday, October 15, 2010

Submittal Due Time

3:00 p.m.

Submit Responses To:

County of Volusia

Purchasing and Contracts Division

123 West Indiana Avenue, Room 302

DeLand, FL 32720-4608

Project Contact

Becki Bishop

Phone: 386-822-5764 • Fax : 386-736-5972

E-mail: rbishop@co.volusia.fl.us
www.volusia.org/bidlist

10-SQ-157BB
FINANCIAL ADVISOR
CONSULTING SERVICES

The purpose of the Request for Statement of Qualifications (RSQ) is to select the most highly qualified firm(s) to provide the requested services. Submittals will be reviewed and evaluated as to qualifications to perform the services required by an Evaluation Committee consisting of one member of the County Council and County staff, who will make a recommendation for award by the County Council.

It is anticipated that one or two firm(s) shall be selected to provide the necessary services for a contract period of five (5) years.

DO NOT RESPOND TO THIS SOLICITATION ON LINE

Expressions of interest and qualification data will be received at the Office of the Volusia County Director of Purchasing & Contracts, 123 W. Indiana Avenue, 3rd Floor, Room **302**, DeLand, FL 32720-4608, **until 3:00 p.m. on Friday, October 15, 2010.** Submittals received after this deadline **will not** be considered for award. The purpose of the Request for Statement of Qualifications (RSQ) is to select the most highly qualified firm(s) to provide Architectural Services for Small Projects.

BACKGROUND

The County of Volusia, Florida is seeking the professional services of a Financial Advisor to serve as a consultant and advisor for investment activities, debt management, implementation of capital improvement programs and in the conducting of business transactions with financial institutions.

PROPOSED SCHEDULE

09/24/10Release date for Request for Proposal
10/01/10Final date to receive written questions
10/15/10Closing Date
Wk. of 11/01/10Evaluation Complete
Wk. of 11/08/10Presentations, if required
12/09/10Recommendation to Council
03/16/11Project Start Date

SCOPE OF SERVICE: The Financial Advisor shall be able to provide a full scope of financial advisory services and demonstrate experience in the areas listed below. The required services may include, but are not limited to, the following:

General Financial

- A. Recommend appropriate financial structure for proposed projects including information about the structure of financial programs used by other comparable agencies.
- B. Provide detailed comparisons between financial alternatives including consultation(s) regarding various financing options or issues.
- C. The financial advisor(s) must be available, upon reasonable request, to meet with the County Council, County Manager, Chief Financial Officer, or any other staff members or committees, as required, to discuss any financial matter requiring the consultant's expertise.
- D. Review of current market conditions as they relate to County obligations and submission of an appropriate written report to the Chief Financial Officer.
- E. Review of the County's financial condition, including a report to the Chief Financial Officer.
- F. Present any innovative methodology that would enhance any County financial program.
- G. Assist in complying with all arbitrage requirements of the 1986 Tax Reform Act (as amended) including preparation of related reports and advise the County on all anticipated or subsequent changes.
- H. Assist in revising the short-term investment program including daily and overnight investment of available funds consistent with the adopted Volusia County Investment Policy.

- I. Assist in revising the mid and long-range investment program, including the identification of appropriate investment vehicles consistent with the adopted Volusia County Investment Policy.
- J. Assist in developing internal financing methods and policies including fund to fund loan feasibility; development of qualifying criteria; and comparisons to outside funding sources.
- K. Assist in the evaluation of proper applications of lease-purchase financing including evaluation of term length, applicable legislation and assistance in the competitive sourcing. Provide assistance in revising the Master Lease Agreement.
- L. Assist in the evaluation of funds available through the Florida Local Government Finance Commission Pooled Commercial Paper Loan Program sponsored / administered by the Florida Association of Counties.
- M. Review and evaluation of the County's Debt Policy.

Bonds

- A. Review existing debt structure and financial resources to determine available borrowing capacity and financing options.
- B. Analyze financial and economic factors which would determine if the County should proceed with the issuance of bonds.
- C. Develop a financing plan, in concert with County staff, to include recommendations as to the timing and number of series of bonds to be issued, denomination of the bonds that will enhance their sale, determination if a registration privilege will be permitted for both principle and interest, the coupon rate on bond, length of issue, et al.
- D. Give advice as to various financing methods available to the County.
- E. Analyze the sensitivity of different interest rates and financing plans on the County's annual debt service and the overall debt picture of the County.
- F. Give advice as to the advantages and disadvantages of public negotiated vs. competitive bid sales and market timing.
- G. When required, assist the County in evaluating proposals submitted by underwriters and assist in the selection of investment banking firm(s). Make recommendations as to the number of investment bankers to be selected.
- H. Assist with the issuance of the Annual Continuing Disclosure reports.
- I. Assist in developing and evaluating RFPs or other materials to obtain the:
 - 1. Services and costs of a paying agent/registrar.

2. Services and costs of printing of the Preliminary and Official Statements, bid forms, debt instruments and other major printing requirements of debt issuance.
 3. Assignment of roles and responsibilities of investment bankers (if appropriate), trustee, registrar, paying agent, insurers, consultants and other team members to facilitate the financing and to insure all team members understand their responsibilities.
- J. Develop a time line for the program and update as events occur.
- K. Work with legal counsel in the development of a coordinated approach for the overall requirements of the financing program.
- L. Advertise sale in appropriate trade journals and appropriate electronic media.
- M. Provide expert testimony at validation hearings.
- N. Analyze the cost of municipal bond insurance and prepare presentation to insurance agencies, attend and participate as necessary.
- O. Assist in setting forth the terms and conditions under which issues are purchased including: maturity schedules, covenants, redemption provisions, flow of funds, issuance expenses, costs, discounts / premiums, interest rates, bond sale calendar, official bid form, etc.
- P. Keep the County staff continually informed of relevant developments in the credit markets and tax laws that could affect County financing plans.
- Q. Advise on the condition of the bond market at the time of sale, including volume and timing considerations, competing offerings and general economic considerations.
- R. Provide assurance that the pricing of the bonds is the lowest price based on the then existing market conditions.
- S. Provide advice as to acceptance and rejection of the bids to purchase the bonds received at public sale, or the bond purchase agreement received from sale, or the bond purchase agreement received from the investment banker through a negotiated sale.
- T. Assist, coordinate and supervise the closing details including transcripts, bond printing, CUSIP numbers, delivery, transfer of funds, etc. to bring the financing to a prompt and successful conclusion.
- U. Monitor outstanding bond issues to make recommendations on refunding opportunities.

PUBLIC PROPOSAL OPENING

- A. Pursuant to Section 119.071(1)(b)1.a, Florida Statutes, proposals (“responses”) and the completed tabulation will be available for inspection within ten (10) days of response opening. Contact the Purchasing and Contracts Office during regular business hours to

inspect responses and the completed tabulation or, for inspection of the completed tabulation, go to <http://vcservices.vcgov.org/bidlistnet1/>. 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.

AWARD

The County reserves the right to award the contract to the respondent(s) that the County deems to offer the best value proposal(s), as defined elsewhere in this solicitation. The County is therefore 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 RSQ, 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 rejected/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 qualifications or to award only a portion of the items and/or services specified, if deemed to be in the County's best interest.

INSURANCE REQUIREMENTS

The firm agrees to provide and maintain at all times during the term of any agreement resulting from this RSQ, or for such longer periods as may be required, without cost or expense to the County of Volusia, policies of insurance insuring the firm 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 firm under the terms and provisions of this agreement. The awarded vendor shall secure and maintain, at its sole cost and expense during the contract term, the following insurance:

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

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.

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

Incorporated or unincorporated firms with fewer 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.

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.

The County reserves the right to request a copy of the complete insurance policy(ies) and any endorsements for the insurance referenced above. A certificate of insurance indicating that the respondent has coverage in accordance with the requirements herein set forth shall be furnished 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 conform to 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 and Contracts Office. This certificate shall be dated and show:

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

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

LICENSES AND CERTIFICATES

- A. 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, Federal Employers Identification Number, AND;

- B. If a license is required, the respondent shall be licensed to perform the required work in accordance with the laws of the State of Florida and local ordinances. Respondent shall also verify that his/her subcontractors are licensed to perform the work in accordance with the laws of the State of Florida and local ordinances.

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 Bid. Selection or rejection of any Bid 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.).

EXPENSES INCURRED: This invitation does not commit the County to award a contract, nor shall the County be responsible for any cost or expense incurred by any respondent in preparing and submitting a reply, nor for any cost or expense incurred by any respondent prior to the execution of a contract agreement. The County reserves the right to require any or all respondents to appear for interviews and/or oral presentations at no cost to the County.

LOCAL RESPONDENTS: The County Council has established a policy to encourage participation of Volusia County businesses in the provision of goods and services. The County will endeavor to assist local businesses to achieve this goal.

AMERICANS WITH DISABILITIES ACT: In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in the proceedings should contact the Volusia County Purchasing and Contracts Office 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.

WAIVER: 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 may be deemed to be in the best interest of the County.

DISADVANTAGED BUSINESS ENTERPRISES: The County of Volusia has adopted policies that assure and encourage the full participation of Disadvantaged Business Enterprises (DBE's) in the provision of goods and services. Further, the County will monitor the DBE program with respect to the goals established by County Council.

CONFLICT OF INTEREST FORMS: All respondents shall properly complete, have notarized, and include with their Proposal the attached form disclosing any potential conflict of interest that the proposer may have due to ownership, other clients, contracts, or interests associated with this project.

DELIVERY OF PROPOSALS: Firms interested in providing the required professional services shall submit **eight (8)** complete sets of the proposals:

- **One (1)** hard copy marked "ORIGINAL"
- **Six (6)** hard copies marked "COPY"

- One (1) COMPLETE electronic copy on a CD in PDF format (Excel spreadsheets shall not be recorded in PDF).

Note the solicitation number and name of company on the disk.

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

Failure to provide the required copies and information may result in the proposal not being considered. Submittals shall be clear, concise, indexed by subject, typed on letter size paper, and individually bound. Submittals shall be mailed or delivered in a sealed package clearly marked on the outside with the project name, invitation number, and due date. Packages shall be received in the Volusia County Purchasing Office by the advertised deadline.

DO NOT RESPOND TO THIS SOLICITATION ON LINE

QUESTIONS/EXCEPTIONS RE: RSQ #10-SQ-157BB

- 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 RSQ shall be directed by letter, facsimile transmission, or by e-mail to the Procurement Analyst named on the cover page, who shall be the official point of contact for this RSQ. Questions and exceptions shall be submitted no later than fourteen (14) 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: RSQ #10-SQ-157BB, Financial Advisor Consulting Services"**

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 RSQ, an addendum will be posted on the County's web site. **It is each respondent's responsibility to check the Volusia County web site at <http://vcservices.vcgov.org/bidlistnet1> for any addenda. Each respondent should ensure that they have received all addenda to this RSQ before submitting their proposal.** Respondents must provide proof of receipt of each addendum by returning a signed copy of each addendum to the County in their proposal. **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.

EVALUATION CRITERIA Each proposal shall be evaluated using the following criteria:

- A. Proper submittal of **ALL** documentation as required by this proposal.
- B. The greatest benefits to Volusia County as it pertains to:
 - 1. Qualifications and availability of key personnel to be assigned to the County's contract;
 - 2. Location of the local office assigned to the County;
 - 3. Knowledge of the general financial character and environment of the County of Volusia and other Florida counties, including successful experience servicing local governments in Florida;
 - 4. Experience in dealing with credit rating services, financial institutions, investors, and municipal bond credit enhancers;
 - 5. Experience in Florida with stimulus-related financing programs;
 - 6. Experience with value added financial services provided to Florida clients;
 - 7. Innovative financial strategies and use of these strategies by current and past clients;
 - 8. Organization, size, structure, and technical resources of the firm;
 - 9. Ability to effectively communicate complex financial concepts to technical and non-technical audiences as may be indicated by the written proposal and any oral presentations;
 - 10. Reports from references;
 - 11. Responsiveness and completeness of the written proposal to these instructions with regard to Scope of Services and qualifications of the firm;
 - 12. Compensation;
 - 13. Financial stability of the firm;

PROPOSAL ACCEPTANCE PERIOD

Any proposal in response to this RSQ shall be valid for twelve months from the closing date. At the end of that time, if no award has been made, the proposal may be withdrawn at the written request of the respondent. If the proposal is not withdrawn at that time it remains in effect until an award is made or the RSQ 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 within twelve months from the closing date.**

SUBMITTAL REQUIREMENTS

Proposals shall include all of the information solicited in this RSQ, 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 order shown below. 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. Qualification Data

- A. 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.
- B. A brief profile of the firm, including:
1. A concise history of the business
 2. Organizational structure of business
 3. Ownership interests
 4. Active business venues (counties, states, etc.)
 5. The overall qualifications of the business to provide the services requested
 6. 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. Qualifications of the Firm and Personnel

Include within this tab the following information to give the Evaluation Committee sufficient information to evaluate the firm's experience, qualifications and level of expertise in the specific areas addressed.

1. Qualifications and availability of key personnel to be assigned to the County:
List the name, business address, telephone number and e-mail address of the individual that will act as the program manager for the resulting contract. Provide a resume of the individual's background and skill in managing local government financing projects, including:
 - ✓ Years of experience within the area of specialty;
 - ✓ Length and type of service with the firm;
 - ✓ Knowledge of local government financing;
 - ✓ Education and formal training, including certifications.

List by name the qualifications, education and work experience of all personnel who will be assigned to the County's contract, directly or indirectly and provide a narrative description of the work responsibilities of each individual. Provide resumes for each individual, including the following information:

- ✓ Years of experience within the area of specialty;
- ✓ Length and type of service with the firm;
- ✓ Knowledge of local government financing;

✓ Education and formal training, including certifications.

2. Location of the local office assigned to the County;
3. Knowledge of the general financial character and environment of the County of Volusia and other Florida counties, including successful experience servicing similar sized local governments in Florida;
4. Experience in dealing with credit rating services, financial institutions, investors, and municipal bond credit enhancers;
5. Experience in Florida with stimulus-related financing programs;
6. Description of value added financial services provided to Florida clients;
7. Innovative financial strategies and use of these strategies by current and past clients;
8. Organization, size, structure, and technical resources of the firm;
9. Ability to effectively communicate complex financial concepts to technical and non-technical audiences as may be indicated by the written proposal and any oral presentations.

Tab 3. 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 name of Volusia County's contact person.**

Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy with the proposal. Respondent shall certify number of employees if sole proprietor.

Incorporated and unincorporated firms that qualify for an exemption under the Florida Worker's Compensation law in Chapter 440 Florida Statutes shall submit an executed waiver relieving the County of liability in the event they are injured while providing goods and/or services to the County.

Tab 4. Conflict of Interest Disclosure Form (USE ATTACHED FORMS)

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

Tab 5. References

Provide three (3) references of the same or similar magnitude to this solicitation request, including company name, contact person, phone number, and e-mail address. Provide a short description of each project including the name of the project, location, type, and value.

Tab 6. 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 7. Completed Taxpayer Identification Number (TIN) form. 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. The TIN form can be accessed through this site as well.

Tab 8. 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. There are *two exceptions* to this bid submission requirement:

- A. If Respondent's business does not have a physical location in Volusia County, no submission is required, **OR**
- B. If Respondent's business type is exempted, submit a Proof of Exemption approved by the Volusia County Revenue Director (see Exhibit X).

See <http://www.municode.com/resources/gateway.asp?pid=11665&sid=9> for Ch. 114, Article I, Sect. 114-1 of the Volusia County Code of Ordinances.

Tab 9. Proposed Fee Schedule. Include completed Attachment A, Proposed Fee Schedule.

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 it may deem to be in the best interest of the County.

Tab 10. Financial Stability

All respondents shall be prepared to supply a financial statement upon request, preferably a certified audit, but a third party prepared financial statement and the latest D & B report will be accepted.

Further, as attested to by the signature below, the firm will provide the required insurance per the section entitled Insurance Requirements, upon notification of recommendation of award.

I hereby certify that I have read and understand the requirements of this Solicitation No. **10-SQ-157BB, "Financial Advisor Consulting Services"**, and that I, as the proposer, 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 RSQ.

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

x

Authorized Signature

Printed Name

Title

Date

Company Name

Full Address

Telephone

Fax

E-mail Address

Dunn & Bradstreet #

Federal I.D. #

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: _____ Date: _____

Printed Name: _____

Firm 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)

**Notification Regarding Public Entity Crime and Discriminatory
Vendor List Requirements and 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).

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

HOLD HARMLESS AGREEMENT

I, _____, (*print owner's name*), am the owner of _____ (*print company name*), an incorporated / unincorporated business operating in the State of Florida. As such, I am bound by all laws of the state of Florida, including but not limited to those regarding the workers' compensation law.

I hereby affirm that I or [the above-named business] employs fewer than four employees, all of whom are listed below, including myself, and therefore, the business is exempt from the statutory requirement for workers' compensation insurance for its employees. I certify that I will provide the County of Volusia with the name of each new employee together with all required waivers and releases for each prior to any employee being allowed to work to provide services under the contract set forth below. If any such employee is allowed to work without a signed waiver and release, such action will be a material breach of this Agreement. All signed waivers and releases shall be furnished before the commencement of any work by an employee or the undersigned to the County Project Manager or designated county representative.

On _____, 20____, the County of Volusia and I or [the above-named business] entered into a contract for _____ (please insert name of contract), (hereinafter "Agreement") which is incorporated by reference herein.

On behalf of myself, my business, and the employees listed below, I and they hereby agree to waive and release any and all workers' compensation claims or liens under Chapter 440, Florida Statutes, against the County of Volusia and its agents, officials and employees, arising from any work or services provided under the Agreement whether or not it shall be alleged or determined that the act was caused by intention, or through negligence or omission of the County of Volusia or its agents, officials and employees or subcontractors.

In the event that a workers' compensation claim or lien is made against the County of Volusia and/or its agents, officials or employees by myself or my employees or agents as a result of any work or services performed under the Agreement, I agree to indemnify, keep and hold harmless the County of Volusia, Florida, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, liabilities, judgments, costs and expenses, direct, indirect or consequential (including, but not limited to, fees and charges of attorneys and other professionals) arising out of the Agreement with the County of Volusia, whether or not it shall be alleged or determined that the act was caused by intention or through negligence or omission of the County of Volusia or its employees, agents, or subcontractors. I or the above-named business shall pay all charges of attorneys and all costs and other expenses incurred in connection with the indemnity provided herein, and if any judgment shall be rendered against the County of Volusia in any action indemnified hereby, I or the above-named business shall, at my or its own expense, satisfy and discharge the same. The foregoing is not intended nor should it be construed as, a waiver of sovereign immunity of the COUNTY OF VOLUSIA under Section 768.28, Florida Statutes.

Owner: _____ (print name) _____ (signature)
Employee 1: _____ (print name) _____ (signature)
Employee 2: _____ (print name) _____ (signature)
Employee 3: _____ (print name) _____ (signature)

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.: _____

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(Seal)