



**REQUEST FOR PROPOSAL
FOR LONG TERM GROUND LEASE OF
NON-AERONAUTICAL COMMERCIAL LAND PARCELS
LOCATED AT DAYTONA BEACH
INTERNATIONAL AIRPORT
INCLUDING:**

**Parcels 47, 49 & 50 comprising 11.5 acres, Parcel 45 comprising
16.48 acres, Parcel 56 comprising 11.124 acres and Parcel 55-A
comprising 2.88 acres
Owned by the County of Volusia**

RFP NO. 10-P-27PW

Closing Date: 10 Days after Notice of Closing Date is Released

Purpose of RFP

The purpose of this Request For Proposals (RFP) is to solicit competitive sealed proposals for the long term ground lease of any or all referenced parcels including Parcels 47,49 & 50 (Considered One Parcel) Parcel 45, Parcel 56, and Parcel 55-A.

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RFP 10-P-27PW

Lease of Parcels 47, 49 & 50, Parcel 45, Parcel 56 and Parcel 55-A For Long Term Non-Aeronautical Commercial Land Lease(s)

1.0 PURPOSE & OVERVIEW

The purpose of this Request for Proposals (RFP) is to solicit competitive sealed proposals to enter into long term, ground Lease Agreements for any or all of the non-aeronautical Parcels referenced herein for development of commercial land uses generally within the following land use guidelines:

- A. **Parcels 47, 49 & 50** land uses are limited to low intensity retail developments which would not result in the attraction or congregation of a large assembly of persons at any time. Permitted retail uses may include retail boat sales, retail auto or truck dealership or mini-storage warehouses. Uses not permitted include retail merchandise stores, free standing restaurants, big box retail, pharmacy, strip retail mall, grocery stores, theaters, department stores or sports arenas. Maximum allowed structure height at this location is fifty five feet (55') above ground level, including any antenna or other appendages. This parcel is located in the approach corridor of Runway 16-34 at Daytona Beach International Airport. An attractive landscape plan would need to be included in all design proposals for this parcel which must comply with City of Daytona Beach scenic corridor standards along Beville Road providing visual separation and attractive landscaping appearance from Beville Road and in the interior of the site. No additional curb cuts would be allowed off Beville Road for development with principal vehicle access to be Forrest Lake Boulevard and Hancock Boulevard. See Exhibit A1 attached hereto for a detailed description of Parcel 47, 49 & 50. Property Tax Numbers are: 5225-11-00-0010, 5225-07-00-0021 and 5225-07-00-0020.

- B. **Parcel 45** land uses are approved to be retail commercial or mixed use which may include an assembly of persons and may also include retail merchandise stores, restaurants, grocery stores, gas stations, strip retail shopping mall, big box retail, department stores, office building, institutional/educational building(s), multi story commercial building(s) or hotel use. Maximum allowable structure height on Parcel 45 is fifty feet (50') above ground level including any antenna or other appendages. See Exhibit A2 for a detailed description of Parcel 45. Property Tax Number is: 5330-11-00-0010.

- C. **Parcel 56** land uses are intended to be commercial or industrial in nature which may include all uses specified for Parcel 45 but also including big box retail, special event entertainment, industrial or manufacturing uses. Maximum allowable structure height is sixty five feet (65') including any antennas or other appendages. See Exhibit A3 for a detailed description of Parcel 56. Property Tax Number is: 5227-00-00-0160.

- D. **Parcel 55 A** land uses are intended to be the same general allowable land uses at those specified for Parcel 45 but excluding big box retail. Maximum allowable structure height on Parcel 55A is forty feet (40') above ground level including any antenna or appendages. See Exhibit A4 for a detailed description of Parcel 55A. Property Tax Number is: 5226-00-00-0070.
- E. All potential land leases hereunder may have an available lease term of up to fifty five (55) years depending on the amount of the proposed investment in new improvements, with all improvements required to revert to the ownership and control of Volusia County at the expiration or termination of the lease agreement. (For example, a recent hotel solicitation in 2004 resulted in an agreement where the tenant invested in excess of \$10M. This agreement has a total lease term of 55 years.) The final available term of lease offered shall be based on the financial investment commitment of the proposer, contained in the Lease agreement as negotiated between the County and successful proposer. The minimum investment commitment shall be included in the lease and shall include engineering, testing, permitting, and construction costs.
- F. All permitting, engineering, testing, and construction costs for development of the parcel(s) referenced herein shall be at the total expense of the proposer(s) selected by the County. Proposers shall be afforded a sixty (60) day period at the beginning of the lease to perform any desired testing or other site investigations to determine that the site is suitable for their proposed use. If deemed unsuitable by the proposer within the sixty (60) day investigation period, the successful proposer may terminate the lease agreement with all deposits returned.
- G. After the sixty (60) day investigation period, any environmental clean up costs or any other site development costs shall be the responsibility of the successful proposer. In addition, the County takes no responsibility for the viability of any proposed business venture or use of any parcel hereunder and assumes no responsibility for any environmental contamination that may exist on any parcel, whether known or unknown. All property is being offered for lease "as is" with no warranties either stated or implied with Volusia County assuming no responsibility for any preexisting environmental condition of any parcel offered hereunder.

1.1 **Annual Rental Rate, Five Year Reappraisals and Percentage of Gross Receipts Rental**

The minimum acceptable annual rental rate for all parcels referenced herein shall be as follows:

- A. **Parcel 47, 49 & 50** totaling 11.5 acres shall have a minimum acceptable annual rental rate of \$123,702. This Parcel consists of 5.053 acres of uplands valued at \$152,460 per acre and 6.447 acres of wetlands valued at \$40,401.89 per acre. These parcels may be proposed as an intact property unit, containing all referenced parcels, or proposers may make a proposal only on the uplands portion of property, if desired. Minimum acceptable annual rental for the entire parcel is

based on an annual rate of return of twelve percent (12%) of the appraised value, subject to reappraisal and adjustment every five years, with the first reappraisal to be effective June 1, 2013, and every five years thereafter. Rent shall be due and payable by the first of each month, without demand. Parcel 47, 49 & 50 are undeveloped wooded sites with approximately 1,100 feet fronting on Beville Road. The County is not aware of any soil contamination issues with respect to these parcels. A jurisdictional wetlands determination would need to be completed by the successful proposer for these sites with all storm water detention or retention to be contained within the boundary of the referenced parcel(s).

- B. **Parcel 45** is 16.48 acres in size and fronts on Clyde Morris Boulevard. Parcel 45 shall have a minimum acceptable annual rental of \$311,529.00. Parcel 45 has an appraised value of \$2,596,073.00 or \$157,528.71 per acre. Annual rent for Parcel 45 is based on an annual rate of return of twelve percent (12%) of the appraised value, subject to reappraisal and rental adjustment every five years, with the first reappraisal to be effective June 1, 2013 and every five years thereafter. Rent shall be due and payable on the first of each month, without demand. Parcel 45 is a wooded site. Portions of Parcel 45 may have been used in the past by the City of Daytona Beach as a dumping ground for household trash collected within the City. Volusia County makes no representations or warranties about the suitability of Parcel 45 for any intended use. As in the case of all parcels offered hereunder, Proposers shall be granted a sixty (60) day period to investigate this site at their own expense to determine if this property is acceptable. A jurisdictional wetlands determination would need to be completed by the successful proposer for this parcel with all storm water retention or detention to be contained within the boundary of the parcel.

- C. **Parcel 56** is a 11.124 acres in size and is located at the corner of Thames Boulevard and Williamson Boulevard immediately west of Daytona International Speedway and shall have a minimum acceptable annual rent of \$392,400 subject to reappraisal and rental adjustment every five years, with the first reappraisal to be effective on June 1, 2013 and every five years thereafter. Parcel 56 has an appraised value of \$3,270,000. Minimum acceptable annual rent for Parcel 56 is based on an annual rate of return of twelve percent (12%) of the appraised value. Rent on Parcel 56 is due and payable by the first of each month without demand. Parcel 56 is a partially wooded site which backs up to a strip shopping center located on International Speedway Boulevard (U.S. 92), but has no vehicle access to International Speedway Boulevard (U.S. 92). A jurisdictional wetlands determination would need to be completed by the successful proposer for this parcel with all storm water detention or retention to be contained within the boundary of the parcel.

- D. **Parcel 55A** is a 2.88 acre site located on Bellevue Avenue east of Williamson Boulevard and shall have a minimum annual acceptable rent of \$57,000 subject to reappraisal and rental adjustment every five years, with the first reappraisal to be effective June 1, 2013 and every five years thereafter. Parcel 55A has an appraised value of \$475,000. Minimum acceptable annual rental for Parcel 55A is based on an annual rate of return of twelve percent (12%) of the appraised

value. Renton Parcel 55A is due and payable by the first of the month without demand. Parcel 55A is a cleared site which is adjacent to a metal building leased by the County's Parks and Recreation Division with a common entrance dirt road into the parcel via Bellevue Avenue. A jurisdictional wetlands determination would need to be completed by the successful proposer of this site with all storm water detention or retention to be contained within the boundary of the site.

- E. Any proposed commercial lease on any parcel may be subject to a percentage of gross receipts payment negotiated between the successful proposer(s) and the County. The amount of percentage of gross receipts rental shall be negotiated between the parties once Volusia County approves proceeding with a given proposer for a specific land use and shall be generally based on industry standards for similar commercial land uses at other market locations.
- F. In addition, the minimum acceptable annual rental payment shall be subject to a nominal increase of two percent (2%) each year except during those years when the property is reappraised.

1.2 Lease Signing & Deposit

- A. The selected Proposer will be required to sign the Lease Agreement within thirty (30) calendar days of County Council approval, and allowing for individual investigation of the Parcel(s) as referenced herein, if needed.
- B. Along with execution of the Lease Agreement, the successful Proposer shall be required to post an amount equal to advance payment of rent for the first month and payment of one month's additional rent as a security deposit.
- C. In the event the executed Lease Agreement is approved by Volusia County but Proposer fails to occupy the space, as provided in the Lease Agreement, then all amounts posted with Volusia County shall be retained by Volusia County as liquidated damages.

2.0 GENERAL TERMS & CONDITIONS

2.1 RFP Closing Date

Proposals must be received by the Volusia County Purchasing and Lease agreements Office, Room **304**, Third Floor, 123 West Indiana Avenue, DeLand, FL, 32720-4608, no later than **3:00 p.m., ten 10 days after Notice of Closing Date is released**. Proposals received after this time will not be considered.

2.2 Proposed Schedule

Release date for Request for Proposal January 4, 2010

Written questions may be received until Notice of Closing Date is released

The Closing Date shall be ten (10) days after the Notice of Closing Date is released and shall be after February 4, 2010.

2.3 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 Lease agreements Office, Room **304**
123 West Indiana Avenue, 3rd floor
DeLand, Florida 32720-4608

Mark package(s) “RFP # 10-P-27PW Long Term Lease of Non-Aeronautical Commercial Land Parcels 47, 49 & 50 comprising 11.5 acres, Parcel 45 comprising 16.48 acres, Parcel 56 comprising 11.124 acres and Parcel 55-A comprising 2.88 acres”

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 Lease agreements Office before the RFP Closing Date and Time.**

2.4 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 Lease agreements 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 Lease agreements 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.

2.5 Proposal Form

- A. See Submittal Requirements for complete details.
It is not necessary to return every page of this document with the Proposal; return *only* the pages that require signatures or information.
- B. Each respondent shall submit Four (4) complete sets of the Bid Submittal:
- **One (1)** hard copy marked “ORIGINAL”
 - **Two (2)** hard copies marked “COPY”
 - **One (1) COMPLETE electronic copy on a CD in PDF format (Excel spreadsheets shall not be recorded in PDF).**
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.

2.6 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 may be submitted until the Notice of Closing Date is released. 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. There will be no modification of the time period to shorten the time. 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-27PW Long Term Lease of Non-Aeronautical Commercial Land Parcels 47, 49 & 50 comprising 11.5 acres, Parcel 45 comprising 16.48 acres, Parcel 56 comprising 11.124 acres and Parcel 55-A comprising 2.88 acres”

Submit questions to:

Pam Wilsky, Procurement Analyst

Telephone:.....386-822-5779

Fax:386-736-5972

E-mail:.....pwilsky@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.

2.7 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 at <http://vcservices.vcgov.org/bidlistnet1> for any addenda.**

2.8 Award

The County reserves the right to award the lease to the respondent(s) that the County deems to offer the best overall proposal(s). The County is therefore not bound to accept a proposal on the basis of highest priced proposal. In addition, the County at its sole discretion, reserves the right to cancel this RFP, to reject any and all proposals, to waive any and 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.

2.9 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, Director of Purchasing and Contracts. County Council shall approve any requests for assignments and/or sub-letting of leasing lease agreements prior to responding to such requests.

2.10 Lease agreement

- A. The contents of this RFP and all provisions of the successful proposal deemed pertinent by the County shall be incorporated into a lease agreement and become legally binding. A standard Airport Lease Agreement will be issued.
- B. Following negotiations with the successful proposer(s), the Lease document shall be drafted by the County and presented to the successful proposer(s). Final terms and conditions of the Lease document shall be as specified by the County. Lease agreement language developed in the specific lease document following negotiations with the successful proposer(s) shall supersede any part of this document.
- C. The County has the right to negotiate the terms and conditions with the selected Proposer or proposers and to terminate negotiations at any time if deemed to be in the best interest of the County.
- D. County lease agreements are subject to review by the County Attorney or designee for determination of legal form and substantive sufficiency.
- E. 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 lease agreement.

2.11 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.).

2.12 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. 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 lease agreement and to verify any representations made by the County of Volusia, Florida, upon which the respondent will rely. If the respondent receives an award because of its proposal

submission, failure to have made such investigations and examinations will in no way relieve the respondent from its obligations to comply in every detail with all provisions and requirements of the lease agreement, 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.

- C. The respondent will be held responsible for any and all discrepancies, errors, etc., in discounts or rebates which are discovered during the lease agreement term or up to and including three (3) fiscal years following the County's annual audit.

2.13 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, lease agreements, or interests associated with this project.

2.14 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.

Each firm shall submit with their proposal a copy of, and maintain the appropriate licenses and certificates during the term of the lease agreement and any extensions. Failure to maintain these requirements shall be cause for immediate termination of the lease agreement.

2.15 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.

2.16 Governing Law and Venue

All legal proceedings brought in connection with this Lease agreement 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 party hereby agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against such party arising under or in connection with this Lease agreement. In the event that a legal proceeding is brought for the enforcement of any term of the lease agreement, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of 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 Lease agreement 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.

2.17 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 lease agreement 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.

2.18 Insurance

The Respondent shall secure and maintain, at its sole cost and expense during the lease agreement term, the following insurance:

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

- 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,

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. Bidders 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.

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 bidder has coverage in accordance with the requirements herein set forth shall be furnished by the bidder to the County Representative prior to the execution of the contract and annually upon renewal thereafter. **The Bidder 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.**

Bidder 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. Bidder 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 30 (thirty) 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.

2.19 Award Term

The term of Lease Agreement will be individually negotiated between the County and the successful proposer(s) for each Parcel offered hereunder. The available term will be determined based upon the minimum required investment set forth in the Lease

Agreement and will also consider similar types of Lease Agreements at other market locations in arriving at a fair and reasonable term of lease. The maximum available term, including options, shall be fifty five (55) years as may be negotiated between the parties.

2.20 Selection 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. Evidence of the proposed tenant background and experience demonstrating the capability to successfully operate as an ongoing and legal business enterprise.
 - 2. Compliance with all applicable rules and regulations of any and all regulatory federal, state, and local agencies.
 - 3. References
 - 4. Financial Statements and annual rental offered to the County for each year of the five (5) year term to include verifiable demonstration and evidence that sufficient financial resources are available to operate and pay rental. Any percentage of gross receipts rental offered or other additional rent or financial incentive offered to the County for its consideration.
 - 5. General economic impact to the region, number of employees, anticipated payroll

At the discretion of the Committee, some or all proposals may be ranked in order of meeting the overall requirements of the project. The County reserves the right to negotiate with any of the ranked proposers. The Evaluation and Selection Committee will make recommendation for award by the Volusia County Council.

2.21 Termination, Cancellation or Forfeiture of Lease Agreement

Rights of termination, cancellation, or minimum conditions that might lead to forfeiture of a Lease Agreement shall be contained in the Lease Agreement negotiated between the successful proposer and the County. Termination, cancellation or forfeiture of the Lease Agreement shall not relieve the respondent of any obligations, liabilities including any past due rental or percentage of gross receipts payments due or other fees, if applicable, that may be due and payable pursuant to the Lease Agreement.

2.22 Termination for Default

The County's Contract Administrator shall notify, in writing, the respondent of failure to perform under terms of the Lease Agreement not limited to including failure to pay rent. It shall be at the County's discretion whether to exercise the right to terminate.

2.23 Termination for County's Convenience

The performance of any work, if required under the Lease Agreement, may be terminated in accordance with this clause in whole, or in part, whenever the County representative shall determine that such termination is in the best interest of the County. Any such termination shall be effected by the delivery to the respondent of a Notice of Termination specifying the extent to which performance of work, if any required, under the Lease Agreement is terminated, and the date upon which such termination becomes effective. Upon such termination for convenience, the County shall be entitled to receive any and all lease payments or other fees or charges due and payable in accordance with the Lease Agreement.

2.24 Incurred Expenses

This RFP does not commit the County of Volusia to award a lease agreement, 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 lease agreement.

2.25 Post-Proposal Discussions with Respondents

It is the County's intent to award a lease agreement(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 lease agreement award including, but, not limited to: request for additional information and competitive negotiations.

2.26 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 lease agreement. 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.

2.27 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 qualified credit worthy tenant.

2.28 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, subcontractors, sub-consultants, professional associates, agents, servants, or employees.

2.29 Indemnification of County

The respondent shall indemnify hold harmless and defend the County, its officers, agents, and employees, from or on account of any claims losses, expenses, injuries, damages, or liability resulting or arising solely from respondent's performance or nonperformance of services pursuant to this lease agreement, excluding any claims, losses, expenses, injuries, damage, or liability resulting or arising from the actions of County, its officers, agents, or employees. The indemnification shall obligate the respondent to defend at its own expense or to provide for such defense, at County's option, any and all claims and suits brought against County, which may result from respondent's performance or nonperformance of services pursuant to the lease agreement.

2.30 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 lease agreement and the subsequent three year period for examination, transcription, and audit by the County, its designees, or other entities authorized by law.

2.31 Modifications Due to Public Welfare or Change in Law

The County shall have the power to make changes in the lease agreement as the result of changes in law and/or Ordinances of Volusia County to impose new rules and regulations on the respondent under the lease agreement relative to the scope and methods of

providing services as shall from time-to-time be necessary and desirable for the public welfare. The County shall give the respondent notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to the manner, procedures, operations and obligations, financial or otherwise, of the respondent. In the event any future change in Federal, State or County law or the Ordinances of Volusia County materially alters the obligations of the respondent, or the benefits to the County, then the lease agreement shall be amended consistent therewith. Should these amendments materially alter the obligations of the respondent, then the respondent or the County shall be entitled to an adjustment in the rates and charges established under the lease agreement. Nothing contained in the lease agreement shall require any party to perform any act or function contrary to law. The County and respondent agree to enter into good faith negotiations regarding modifications to the lease agreement which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to the lease agreement, the County and the respondent shall negotiate in good faith, a reasonable and appropriate adjustment for any changes in services or other obligations required of the respondent directly and demonstrably due to any modification in the lease agreement under this clause.

2.32 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.

2.33 Right to Require Performance

- A. The failure of the County at any time to require performance by the respondent of any provision hereof shall in no way affect the right of the County thereafter to enforce same, nor shall waiver by the County of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.
- B. In the event of failure of the respondent to deliver lease payments in accordance with the lease agreement terms and conditions, the County, after due written notice, may procure the services from other sources and hold the respondent responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.

2.34 Force Majeure

The County and the respondent will exercise every reasonable effort to meet their respective obligations as outlined in this RFP and the ensuing lease agreement, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of God, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

2.35 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 term of the lease agreement 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 lease agreement, 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 sublease agreement or purchase order so that the provisions will be binding upon each respondent.

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

2.36 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.

2.37 Proposal Bond

A Proposal Bond in the amount of \$2,500.00 dollars, for each Parcel for which a proposal is being made hereunder shall be payable to the County of Volusia, and is required to participate in this RFP. The Proposal Bond shall be in the form of a cashier's check. The cashier's check shall not expire until the Lease Agreement is awarded and shall guarantee that (1) a Respondent shall not withdraw its proposal after the closing time and date of this RFP, or (2), the awarded Respondent shall promptly execute a Lease Agreement and deliver any required specifications required by the County prior to start-up of the Lease Agreement. The cashiers check will be invoked by the County to ensure payment of the Respondent of damages incurred by withdrawal of a proposal, or failure to enter into a Lease Agreement after award. Proposal bonds, without interest, will be returned upon receipt of appropriate insurance documents and when the Lease Agreement is signed and the lease deposit is received.

2.38 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.

2.39 Lease agreement/Respondent Relationship

The County of Volusia reserves the right to award one or more lease agreements to provide the required services as deemed to be in the best interest of the County.

Any awarded respondent shall provide the services required herein strictly under a lease agreement relationship with the County and is not, nor shall be, construed to be an agent or employee of the County. As an independent respondent the awarded respondent shall pay any and all applicable taxes required by law; shall comply with all pertinent Federal, State, and local statutes including, but not limited to, the Fair Labor Standards Act, The Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The respondent shall be responsible for all income tax, FICA, and any other withholdings from its employees or sub-respondent's wages or salaries. Benefits for same shall be the responsibility of the respondent including, but not limited to, health and life insurance, mandatory social security, retirement, liability/risk coverage, and worker's and unemployment compensation.

The independent respondent shall hire, compensate, supervise, and terminate members of its work force; shall direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform.

The independent respondent shall not be exclusively bound to the County and may provide professional services to other private and public entities as long as it is not in direct conflict and does not provide a conflict of interest with the services to be performed for the County.

2.40 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 which in the judgment of the proper officials, is in the best interest of the County.

2.41 Proposal Acceptance Period

Any proposal in response to this solicitation shall be valid for six (6) months from the closing date. 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 lease agreement has not been negotiated within three (3) months of the closing date.**

2.42 Definitions

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

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 Lease agreement Administrator. The Lease agreement Administrator shall be responsible for addressing any concerns within the scope of the lease agreement. Any changes to the resulting lease agreement shall be done in writing and authorized by the Director of Purchasing and Lease agreements.

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

County's Project Manager(s): The Project Manager(s) have responsibility for the day to day administration of the resulting lease agreement for the County and will be designated prior to award of lease agreement.

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.

Lease Agreement: 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

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 lease agreement with the County for the provision of the services set forth herein.

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

3.0. 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 lease agreement. 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: (customize to fit your project)
 - 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 qualifications of the firm’s employees who will work on this lease agreement
 - H. 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
 - I. Federal Identification Number of firm

Tab 2 - Completed Proposal Form (use attached form)**Tab 3 - Tenant Representative Information**

1. Name of contact person(s) for correspondence and notification purposes
2. Legal name/names of principal officer and the authorized representative to work with the County
3. Summary of qualifications listing scope and extent of business activities
4. Prior experience with governmental entities

Tab 4 - Proposed Tenant

1. Number, types and geographic location of other proposed tenant business activities
2. Principals of company
3. Project lead person

Tab 5 - Proposed Parcel Use

Proposed Parcel use including a complete written description of the business activity proposed for the office, service building.

Tab 6 – Proposed Development Plan, Elevation and Layout

The proposed development plan, elevation and layout shall be provided indicating the intended improvements, modifications, and proposed activities within the leased premises. Drawings must be scaled to fit in submittal package

Tab 7 - Financial Information

1. Provide a letter from a bank or other financial institution providing verifiable evidence that the financial resources necessary to make any required improvements, pay rent and operate the proposed business are available to the proposed tenant if awarded the Lease Agreement.
2. Provide a current Financial Statement for entity entering into Lease Agreement.
3. Provide a statement indicating if any principals have ever had a bond canceled or filed for bankruptcy. Provide a separate statement indicating the conditions and resolution of this matter.
4. Minimum capital investment proposed including engineering, testing, and construction.

Tab 8 – References

Provide at least three (3) business references that have done significant business with the proposer over the past several years.

Tab 9 - Proposal Guarantee

With each proposal, a proposal guarantee in the form of a Cashier's Check in the amount of \$2,500 for each Parcel proposed upon is required. The Cashier's Check will be returned when the lease agreement is signed and the lease deposit is received.

Tab 10 – Rental Rate

In accordance with section 1.1 of this RFP

Tab 11 – Employment

Describe total number of persons to be employed and the type of employment / job duties. Include average salary for each type of position, as well as estimated annual payroll of all employees.

Tab 12 - Requested Provisions that would be Proposed for Inclusion in the Lease Agreement

Following negotiations with the successful proposer(s), the final Lease Agreement document(s) shall be drafted by the County and presented to the successful proposer(s). Final terms and conditions of the Lease Agreement document shall be as specified by the County.

The County has the right to negotiate the terms and conditions with the selected Proposer or proposers and to terminate negotiations at any time if deemed to be in the best interest of the County. Any requested or required provisions to said lease of any proposer should be specified in Tab 12

Tab 13 – 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:

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

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

Tab 14 - 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.

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 15 – Financial Statement

All respondents shall supply a financial statement as detailed in section 2.2 letter b #4 preferably a certified audit of the last available fiscal year, but a third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted.

Tab 16 – Conflict of Interest Form

All respondents shall properly complete, have notarized and attach with their proposal the attached Conflict of Interest Form.

Tab 17 – 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 18 – Taxpayer Identification Number (TIN) and Certification 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 and the TIN form can be accessed through this site as well.

.

_____, 2009

4.0. PROPOSAL FORM

TO: County of Volusia, Florida
 Office of Purchasing and Lease agreements 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:

Lease of Parcel 47, 49 & 50, Parcel 45, Parcel 56 and Parcel 55-A or any combination thereof – See Exhibits A1, A2, A3 and A4.

for which proposals were advertised to be received **no later than 3:00 p.m., 10 days after the notice of closing is released** and further declare that [firm name] _____ will furnish the Lease of Parcel 47, 49 & 50, Parcel 45, Parcel 56, Parcel 55-A or any combination of Parcels thereof according to specifications referenced herein.

The Respondent may propose on any or all Parcels with the base annual rental being considered applicable for each of the first five years subject a nominal increase of 2% per year excluding the year following reappraisal every 5th year.

Parcel 47, 49 & 50

Base annual uplands rental proposed for 5.053 acres (minimum acceptable is \$92,446.00)
 \$ _____

Base annual uplands and wetlands rental 11.5 acres (minimum acceptable is \$123,702.00)
 \$ _____ (Note: No proposal may be submitted for only wetlands area)

Parcel 45

Base annual rental proposed for 16.48 acres (minimum acceptable is \$311,529.00)
 \$ _____

Parcel 56

Base annual rental for 11.124 acres (minimum acceptable is \$392,400)
 \$ _____

Parcel 55-A

Base annual rental for 2.88 acres (minimum acceptable is \$ 57,000)
 \$ _____

Note: Proposals that do not meet the minimum annual acceptable rental will be rejected.

In addition to the annual rental proposed, respondents may also submit a proposal of percentage of gross receipts. (Please include details of gross receipts proposal on a separate page attached hereto) If not submitted herein, the County reserves the right to negotiate with the successful proposer for a percentage of gross receipts in addition to or if greater than the minimum annual acceptable rental proposed herein based on comparable industry practice for the same type of agreement at other market locations.

The County reserves the right to negotiate with the award vendor for additional services similar in nature not known at the time of closing.

Sole Proprietor ☐ YES ☐ NO Total number employees _____

Have you supplied all the Submittal Requirements outlined below?

- ☐ Respondent's Profile & Submittal Letter
- ☐ Proposal Form
- ☐ 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 ITB
- ☐ Did you include a CD, as required in the section entitled **Proposal Form?**
- ☐ All Items listed in section **3.0 Submittal Requirements**

Prompt Payment Terms: _____ % _____ Days; Net 30 Days

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

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

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-27PW** 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 lease agreement(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:

✕

Authorized Signature

Typed Name

Title

Date

5.0 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, lease agreements, 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)

6.0 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).

7.0 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:	

8.0 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. 064☐ Florida Statute 205. 065☐ Florida Statute 205. 162☐ Florida Statute 205. 171☐ Florida Statute 205. 191☐ Florida Statute 205. 192

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☐ Commercial Rentals☐ Door to Door/Peddler Sales☐ Insurance Adjuster, Agent, or
Company☐ Pharmacist/Pharmacy (*Prescription
Drugs Only*)☐ Radio/Television Station☐ Religious Institution☐ 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

9.0 HOLD HARMLESS AGREEMENT

I, _____, or 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 lease agreement 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 _____, 2009, the County of Volusia and I or [the above-named business] entered into a lease agreement for _____ (please insert name of lease agreement) (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 sublease agreementors. 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.: _____
Commission Expires: _____

(Seal)