

REQUEST FOR PROPOSAL
CLAY COUNTY SHERIFF'S OFFICE
BANKING SERVICES

RFP B15-004



:

Clay County Sheriff's Office
901 North Orange Avenue
P.O. Box 548
Green Cove Springs, FL 32043
(904) 284-7575
Fax (904) 284-0710
Website: <http://www.claysheriff.com>
Date of Issue: June 9, 2015
Proposal Due Date: June 30, 2015 at 12:00 p.m.

CALENDAR OF EVENTS

Listed below are the important dates and times by which the actions noted must be completed. If the Sheriff's Office finds it necessary to change any of these dates or times, the change will be accomplished by addendum. All dates are subject to change.

<u>ACTION</u>	<u>COMPLETION DATE</u>
Issue RFP	June 9, 2015
Pre-Proposal Submittal Conference	None
Proposals Due	June 30, 2015
Recommendation to Sheriff	July 14, 2015
Contract Signed	July 28, 2015
Services Start Date	August 18, 2015

For information concerning procedures for responding to this Bid, contact the Purchasing Section, Rick Delp by email mdelp@claysheriff.com or at (904) 529-6029.

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**CLAY COUNTY SHERIFF'S OFFICE
INVITATION
REQUEST FOR PROPOSAL**

NOTICE IS HEREBY GIVEN that the Clay County Sheriff's Office (CCSO) invites and will receive sealed Proposals from qualified vendors to perform the following work which is described in detail in the Request for Proposal (RFP) specifications.

RFP NUMBER: B15-004

RFP TITLE: CLAY COUNTY SHERIFF'S OFFICE BANKING SERVICES

PRE-PROPOSAL CONFERENCE: NO DATE & TIME: See Calendar of Events, Page 2.

LOCATION: Clay County Sheriff's Office, 901 North Orange Avenue, Green Cove Springs, Florida 32043

RFP OPENING LOCATION: Clay County Sheriff's Office
901 North Orange Avenue
Green Cove Springs, Florida 32043

RFP SUBMITTAL DEADLINE DATE & TIME: May 19, 2015 at 12:00 p.m.

The CCSO is using a Request for Proposal for this project and will award the contract to the Proposer the CCSO finds, in its sole discretion, best meets the long term needs of the CCSO.

Specifications and RFP documents are available by calling the Purchasing Section at (904) 529-6029 and picking up the RFP documents at the CCSO Purchasing Section in Green Cove Springs, at no charge.

All Proposers should ensure that the Proposal is both complete and accurate. The CCSO may require additional information or data from any of the Proposers. An Evaluation Committee appointed by the CCSO will evaluate Proposals.

The Evaluation Committee selected by the CCSO will fairly consider all Proposals. The Evaluation Committee will perform a review of Proposals received from Proposers to determine completeness and responsiveness to the principal components of the technical, financial and legal requirements of the RFP. Request for clarification letters may include, but are not limited to, the following: commitment of project team members; performance guarantees and standards; project guarantor commitments; proposers interpretation of proposed CCSO organization and business entity relationships, operations, project schedules, phasing methods and payment schedules; and letters of credit, performance bonds and insurance requirements. The Evaluation Committee will make a recommendation to the Sheriff following the Evaluation Committee's review of all Proposals and consideration of any additional evidence or data desired by the Evaluation Committee.

Qualified firms are invited to deliver one (1) original and three (3) copies of their Proposal, in a sealed envelope marked "**SEALED REQUEST FOR PROPOSAL, RFP B15-004, CLAY COUNTY SHERIFF'S OFFICE BANKING SERVICES**", and delivered to the CCSO Purchasing Section, 901 North Orange Avenue, Green Cove Springs, Florida 32043. The CCSO assumes no responsibility for Proposals received after the proposal deadline identified above, or delivered to any office or location other than that specified herein, whether due to mail delay, courier mistake, mishandling or any other reason. Late Proposals will be held unopened and will not be considered for award.

All questions, comments, or concerns about this RFP must be submitted in writing to Mr. Rick Delp, Purchasing Director, Clay County Sheriff's Office, and 901 North Orange Avenue, Green Cove Springs, FL 32043. Mr. Rick Delp is the only designated representative of the CCSO authorized to respond to comments, questions, and concerns. The CCSO will not respond to comments, questions or concerns addressed to any person other than Mr. Rick Delp. If the CCSO determines that a particular comment, question or concern necessitates a global response to all Proposers, the CCSO will issue a clarifying memorandum or addendum. The final day that the CCSO will accept questions will be five business days prior to the proposal submittal deadline date.

The CCSO reserves the right to accept or reject any and/or all Proposals, to waive irregularities and technicalities, and to request re-submission. Any sole response received by the submission date may or may not be rejected by the CCSO, depending on available competition and timely needs of the CCSO.

The CCSO reserves the right to select a firm with or without interviews, and may decide to select any of the firms submitting qualification packages. The CCSO reserves the right to award the contract to a responsible Proposer submitting a responsive Proposal, with a resulting negotiated agreement that is most advantageous and in the best interests of the CCSO.

The CCSO shall be the sole judge of the Proposal, and the resulting negotiated agreement that is in its best interest and its decision shall be final. Also, the CCSO reserves the right to make such investigation, as it deems necessary to determine the ability of any Proposer to perform the work or service requested.

Proposers, their agents and associates shall not contact or solicit any CCSO member or CCSO official regarding this RFP during any phase of this RFP. Failure to comply with this provision may result in disqualification of the Proposer, at the option of the CCSO. Only that individual listed, as the contact person in this Notice shall be contacted.

PROPOSAL ACKNOWLEDGEMENT

SOLICITATION REFERENCE NUMBER: B15-004

PROJECT NAME: CLAY COUNTY SHERIFF'S OFFICE BANKING SERVICES

All Proposers must register receipt of a solicitation with the CCSO. By completing and returning this form, you are registering receipt of this solicitation with the CCSO and requesting notification of Addenda that may be issued regarding this solicitation.

The CCSO will attempt to notify all prospective Proposers of Addenda issued to the solicitation. However, it shall be the responsibility of the Proposer, prior to submitting their response, to either:

1. Visit www.claysheriff.com to view the solicitation and download all issued Addenda; or
2. Contact the Purchasing Section to determine if Addenda were issued.

Proposers must acknowledge and incorporate the Addenda into their response.

Please be advised that the CCSO will post Addenda, in Adobe format, with the corresponding on-line solicitation.

COMPANY NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

CITY, STATE AND ZIP: _____

PHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

FAX THIS COMPLETED REGISTRATION FORM TO: (904) 529-6482; ATTN: Purchasing Director

**SEALED REQUEST FOR PROPOSALS
CLAY COUNTY SHERIFF'S OFFICE**

GENERAL CONDITIONS & INSTRUCTIONS TO PROPOSERS

DEFINED TERMS

Terms used in this solicitation are defined and have the meaning assigned to them. The term "Proposer" means one that submits a Proposal directly to CCSO as distinct from a Sub-Proposer, who submits a Proposal to the Proposer. The term "Successful Proposer" means the qualified, responsible and responsive Proposer to whom the CCSO (on the basis of CCSO'S evaluation as hereinafter provided) makes an award. The term "CCSO" refers to the Clay County Sheriff's Office, a sub-division of the Clay County Board of County Commissioners. The term "RFP" refers to this Sealed Request for Proposal. The term "Solicitation" refers to the entire RFP package and the Proposer's Proposal as a response to this RFP. The term "Proposal" refers to all documentation and information as submitted by the Proposer in response to this solicitation.

1. PROPOSER REGISTRATION

Proposers who obtain solicitation documents from sources other than the CCSO or download from any other source must officially register receipt of the solicitation with the CCSO's Purchasing Section in order to be placed on the notification list for any forthcoming addendum or other official communications. Failure to register as a prospective Proposer may cause your Proposal to be rejected as non-responsive if you have submitted a response without acknowledgment of issued Addenda.

6482. The CCSO will respond to written or faxed inquiries received at least five (5) CCSO business days prior to the RFP due date. Inquiries must reference the date and time of opening, and the solicitation number. Failure to comply with this condition shall result in the Proposer waiving their right to dispute the specifications and information provided in the solicitation document.

3.2 Any change to this solicitation shall be made by Addenda duly issued to each registered Proposer.

2. CONTACT

All prospective Proposers are hereby instructed not to contact any member of the CCSO other than the contact person indicated on page 2 above regarding this solicitation or their Proposal at any time prior to the final evaluation and recommended ranking by the CCSO staff for this project. Any such contact shall be cause for rejection of your Proposal.

Receipt of such Addenda must be so noted on or within your response. It is the Proposer's responsibility to make contact through the Internet or phone to determine if Addenda have been issued.

3.3 Oral Inquiries: The CCSO will not respond to oral inquiries.

3. ADDENDA AND INQUIRIES

3.1 If there is any doubt as to the true meaning of the specifications and information provided, Proposers may submit written or faxed inquiries regarding this solicitation to the Purchasing Director, Purchasing Section, 901 North Orange Avenue, Green Cove Springs, FL 32043, Fax No. (904) 529-

4. PUBLIC OPENING

Proposals shall be received in the Purchasing Section, 901 North Orange Avenue, Green Cove Springs, FL 32043 by the date and time indicated on Page 1 of these documents. As soon as possible thereafter, the names of Proposers shall be read off at the CCSO.

5. DELAYS

The CCSO, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the CCSO to do so. The CCSO will notify Proposers of all changes in scheduled due dates by written Addenda.

6. PROPOSAL SUBMISSION AND WITHDRAWAL

6.1 Address to send Proposal:

*Purchasing Director
Clay County Sheriff's Office
901 North Orange Avenue
Green Cove Springs, FL 32043*

6.2 The outside of the envelope/container must be identified with the solicitation number and title as stated above. The envelope/container must also include the Proposer's name and return address.

6.3 Proposals may be withdrawn by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted at any time prior to the deadline for submission. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so. Evidence of such authority must accompany the request for withdrawal or modification. Withdrawal of a Proposal will not prejudice the rights of a Proposer to submit a new Proposal prior to the opening date and time. After expiration of the period for receiving Proposals, no Proposal may be withdrawn or modified.

6.4 Withdrawal of Proposals after Opening Date: Proposals, once opened, become the property of the CCSO and will not be returned to the Proposer. Proposals not so withdrawn before the opening constitute an irrevocable offer for a period of ninety (90) days to provide the CCSO the services set forth in these specifications until one or more of the Proposals have been accepted by CCSO staff. No

Proposer may withdraw their Proposal during this ninety (90) day period.

6.5 Number of Proposal Copies: Proposers shall submit one (1) original and three (3) complete copies of the Proposal complete with all supporting documentation (i.e. photographs, drawings, and exhibits) in a sealed envelope/container marked as noted above.

6.6 Proposal Is Not Binding: The Proposer understands that responding to this solicitation does not constitute an agreement or contract with the Proposer. A Proposal is not binding until Proposal is reviewed and accepted by the appropriate level of authority and both parties execute a contract.

6.7 Responsibility for getting a Proposal to the CCSO on or before the specified date and time is solely and strictly that of the Proposer. The CCSO will not be responsible for any delay, for any reason whatsoever. Proposals by telephone, telegram, facsimile machines, and Internet, will not be acceptable. Proposals must be received and stamped on the outside of the envelope with the time and date, in the Purchasing Section by the date and time specified for opening.

6.8 LATE PROPOSALS – Proposals received after the date and time of the opening will not be opened or considered. It will be the Proposer's responsibility to make arrangements for the return of their Proposal at their expense.

7. PROPOSAL PREPARATION COST

The CCSO shall not be liable for any expense incurred in connection with preparation of a Proposal to this document. Proposers should prepare a straightforward and concise description of the Proposer's ability to meet the requirements of this document.

8. ACCURACY OF PROPOSAL INFORMATION

Any Proposer, who states in their Proposal any information that is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

9. LICENSES

Licensed and Certified: Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the state of Florida at the time of Proposal and during the entire contract time.

10. POSTING OF NOTICE OF INTENT

A Request for Proposal identifies a potential CCSO need or requirement for contracted goods or services and constitutes a notice of intent for award by posting the RFP on the CCSO's Website. Advertising for responses to RFPs in local newspapers also advises or provides a notice of intent.

11. PUBLIC RECORDS/TABULATION

Proposals are not public records, subject to the provisions of Florida State Statutes, Chapters 119 and 120, until such time as notice of a decision or intended decision is provided, or within ten (10) days after the solicitation opening, whichever is earlier. A copy of the tabulation results will be forwarded upon receipt of a stamped, self-addressed envelope. An electronic tabulation will be posted on the CCSO Website at www.claysheriff.com.

12. RESERVED RIGHTS

12.1 The CCSO reserves the right to waive formalities in any Proposal, and to reject any or all Proposals in whole or in part, with or without cause and/or to accept the Proposal that in the CCSO's judgment will be in the best interest of the CCSO. The CCSO specifically reserves the right to reject any conditional Proposal.

12.2 To the extent permitted by applicable state and federal laws and regulations,

CCSO reserves the right to reject any and all Proposals, to waive any and all informalities not involving price, time or changes in the work with the successful Proposer, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposals will be considered irregular and may be rejected, if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.

12.3 CCSO reserves the right to reject the Proposal of any Proposer if CCSO believes that it would not be in the best interest of the CCSO to make an award to that Proposer, whether because the Proposal is not responsive or the Proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by CCSO.

13. INSURANCE

Refer to Insurance Requirements in Section 3.06 and Appendix A for the CCSO's insurance requirements.

14. INDEMNIFICATION/HOLD HARMLESS

The Proposer shall defend, indemnify and hold the CCSO, the CCSO's representatives or agents, and the officers, directors, agents, employees, and assigns of each harmless for and against any and all claims, demands, suits, judgments, damages to persons or property, injuries, losses or expenses of any nature whatsoever arising directly or indirectly from or out of any negligent act or omission of the Proposer, its sub-consultants and their officers, directors, agents or employees; any failure of the elected firm to perform its services hereunder in accordance with generally accepted professional standards; any material breach of the elected firm's representations as set forth in the Proposal or any other failure of the selected firm's to comply with the obligations on its part to be performed under this contract.

15. PUBLIC ENTITY CRIMES / NON-COLLUSIVE AFFIDAVIT

15.1 Each Proposer shall complete the Non-Collusive Affidavit, and the Public Entity Crimes Form and shall submit the forms with the Proposal. CCSO considers the failure of the Proposer to submit these documents to be a major irregularity and may be cause for rejection of their Proposal.

15.2 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 response on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses 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 Section 287, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

15.3 Termination for Cause: Any Agreement with the CCSO obtained in violation of this Section shall be subject to termination for cause. A sub-contractor who obtains a subcontract in violation of this Section shall be removed from the Project and promptly replaced by a sub-contractor acceptable to the CCSO.

16. GRATUITIES AND KICKBACKS

16.1 Gratuities: It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any

decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or an Agreement or subcontract, or to any solicitation or Proposal therefore.

16.2 Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a sub-contractor under a contract to Contractor or higher tier sub-contractor any person associated therewith, as an inducement of the award of a subcontract or order.

16.3 Contract Clause: The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every contract and subcontract and solicitation therefore.

17. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Proposer shall be in compliance with Executive Order 11246 Equal Opportunity as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations as applicable.

18. CONFLICT OF INTEREST

No employee of an agency acting in his or her official capacity as a purchasing agent, or public officer acting in his or her official capacity, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for his or her own agency from any business entity of which the officer or employee or the officer's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest. Nor shall a public officer or

employee, acting in a private capacity, rent, lease, or sell any realty, goods, or services to the officer's or employee's own agency, if he or she is a state officer or employee, or to any political subdivision or any agency thereof, if he or she is serving as an officer or employee of that political subdivision. The foregoing shall not apply to district offices maintained by legislators when such offices are located in the legislator's place of business or when such offices are on property wholly or partially owned by the legislator. This subsection shall not affect or be construed to prohibit contracts entered into prior to:

18.1 October 1, 1975.

18.2 Qualification for elective office.

18.3 Appointment to public office.

18.4 Beginning public employment.

19. DRUG FREE WORKPLACE:

The CCSO has adopted a policy in observation of the Drug Free Work Place Act of 1988. Therefore, it is unlawful to manufacture, distribute, disperse, possess, or use any controlled substance in the CCSO workplace.

The CCSO requests the attached Drug Free Workplace Affidavit to accompany your response. This form has been adopted by the CCSO in accordance with the Drug Free Workplace Act. The CCSO will not disqualify any respondent who does not concur with the affidavit. The Drug Free Workplace Affidavit is primarily used as tiebreaker when two or more separate entities have submitted Proposals at the same price, terms and conditions.

20. APPLICABLE LAWS

Interested parties are advised that all CCSO contracts and/or documentation pertinent to this solicitation are subject in full or in part to all legal requirements provided in applicable Clay County Ordinances, State Statutes, and Federal Regulations. Uniform Commercial Code, Chapter 672, Florida State Statutes shall prevail, as the basis for contractual obligations between the Proposer and the CCSO for any terms and conditions not specifically stated within the context of this contract.

21. COMPETENT PERSONNEL

Competent Personnel - All interested firms are to warrant that services shall be performed by skilled and competent personnel to the highest professional standards in this scope of work.

22. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

22.1 Before delivering a Proposal, each Proposer must (a) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, or performance of the work, (b) study and carefully correlate the Proposer's observations with the solicitation documents; and notify the Purchasing Director of all conflicts, errors and discrepancies, if any, in the solicitation documents.

22.2 The Proposer, by and through delivering a Proposal, agrees that they shall be held responsible for having familiarized themselves with the nature and extent of any local conditions that may affect the services to be done or equipment to be furnished.

23. SPECIFICATIONS

23.1 The apparent silence of the specification as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.

23.2 For the purpose of evaluation, the Proposer must indicate any variance or exceptions to the stated Specifications, no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that

the Proposer meets all the Specifications in every respect.

24. CANCELLATION CLAUSE

Failure to comply with any of the terms, conditions, specifications and/or service requirements will be just cause for termination of this contract by a thirty (30) day written notice of intent forwarded to the successful Proposer.

25. ACCEPTING CONTENT OF PROPOSAL

By delivering a Proposal in response to this solicitation document, the Proposer certifies that they have fully read and understand the context of the solicitation document and have full knowledge of the scope, nature, and detailed requirements of services and/or commodities to be provided and performed. Proposals shall be returned in the sequential manner as requested in the "Proposal Format and Requirements" section of this solicitation.

26. TAXES

The negotiated cost shall include all freight, handling, delivery, surcharges or other incidental charges that may be required to provide the services or deliver the commodities. The CCSO is exempt from the payment of Federal and State taxes, including sales tax. Your cost Proposal shall not include sales tax to be collected from the CCSO. The CCSO's sales tax exemption is not available to you for items you purchase, regardless of whether these items will be transferred to the CCSO.

27. ASSIGNMENT

27.1 Successful Proposer shall not assign, transfer or subject the Contract or its rights, title or interests or obligations therein without CCSO'S prior written approval.

27.2 Violation of the terms of this paragraph shall constitute a breach of the Contract by Successful Proposer and CCSO may, at its

discretion, cancel the Contract and all rights, title and interest of Successful Proposer shall thereupon cease and terminate.

28. SOLICITATION FORMS

28.1 If the Proposer cannot meet a service or equipment requirement, then the phrase "not available" should be entered on the Proposal Form for that service requirement. In the case of a "not available" remark, the Proposer may offer an alternative service. Alternate Proposals may be submitted for consideration. It will be at the CCSO's sole discretion to accept or reject any and all alternate Proposals received.

28.2 This solicitation presents the CCSO's minimum requirements under present methods of operation. Responses to this request should address these requirements, but Proposers are encouraged to suggest any additional services or commodities, which in their opinion, would be in the best interest of the CCSO.

28.3 Proposals may be delivered, which deviate from the requirements herein, providing that they are clearly identified as alternate Proposals and providing further that it can be demonstrated that stated requirements are substantially improved or are not compromised or prejudiced by such deviations; and, that it would be clearly in the interest of the CCSO that an alternative Proposal be considered. Such alternative Proposals will be provisionally accepted for consideration, subject to the reserved right of the CCSO to make the determination whether the above stated conditions for alternate Proposals have been satisfied and subject further to the reserved right of the CCSO to accept or reject these Proposals upon the basis of the determination.

DEFINITIONS

Addenda: A written change to a solicitation.

Bid: shall refer to any offer(s) submitted in response to this Invitation to Bid.

Bidder: Shall refer to anyone submitting a bid in response to an Invitation to Bid.

CCSO: Clay County Sheriff's Office

Contract: The agreement to perform the services set forth in this solicitation. The contract will be comprised of the solicitation document signed by both parties with any addenda and other attachments specifically incorporated.

Contractor: The vendor to which award has been made. County:

Shall refer to Clay County, Florida.

Invitation to Bid: Shall mean this solicitation document, including any and all addenda.

Modification: A written change to a contract.

Responsive: Refers to a bid that contains no exceptions or deviations from the terms, conditions, and specifications set forth in the Invitation to Bid.

Responsible: Refers to a bidder that has the capacity and capability to perform the work required under an Invitation to Bid, and is otherwise eligible for award.

Solicitation: The written document requesting either bids or proposals from the marketplace.

Vendor: A general reference to any entity responding to this solicitation or performing under any resulting contract.

For purposes of this Invitation to Bid the words "shall", "must", or "will" are equivalent in this Invitation to Bid and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the County. A deviation is material if, in the CCSO's sole discretion, the deficient response is not in substantial accord with this Invitation to Bid's mandatory requirements. The words "should" or "may" are equivalent in this Invitation to Bid and indicate very desirable conditions, or requirements but are permissive in nature.

**SECTION ONE
INTRODUCTION AND INSTRUCTIONS**

**1.01 Return Mailing Address, Contact Person, Telephone, Fax
Numbers and Deadline for Receipt of Proposals**

Proposers must submit one original and three copies of their Proposal, in writing, to the Purchasing Director in a sealed envelope. It must be addressed as follows:

Clay County Sheriff's Office
Purchasing Section
Attention: Rick Delp, PURCHASING DIRECTOR
Request for Proposal (RFP) Number: B15-004
Project name: **CLAY COUNTY SHERIFF'S OFFICE BANKING SERVICES**
901 North Orange Avenue
Green Cove Springs, FL 32043

Proposals must be received no later than 12:00 P.M., Florida time on the date on the cover, page 1. Fax or oral proposals are not acceptable.

A Proposer's failure to submit its Proposal prior to the deadline will cause the Proposal to be disqualified. Late Proposals or amendments will not be opened or accepted for evaluation. There will be no exception to this rule.

PURCHASING DIRECTOR: Rick Delp – PHONE 904-529-6029, FAX 904-213-6482

1.02 Contract Term and Work Schedule

The contract term and work schedule set out herein represent the CCSO's best estimate of the schedule that will be followed. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule will be shifted by the same number of days.

The CCSO expects to enter into a contractual agreement with the selected institution for a period of three (3) years, which may be extended at the option of the CCSO for two (2) additional one (1) year periods. Fees for services will be fixed for the initial three-year period; if the contract is extended the fees will be renegotiated prior to the starting of an extension. The CCSO will reserve the right to cancel this agreement at any time with sixty (60) days advance written notice.

1.03 Purpose of the RFP

It is the intent of the CCSO to secure a qualified firm or financial institution individual to provide general banking services. A qualified firm, financial institution, or bank must meet the following criteria.

a. Be certified as a "Qualified Public Depository" (QPD) pursuant to Chapter 280, Florida Statutes and submit proof of such.

b. Be chartered as a Federal or State financial Bank and have access to the Federal Reserve System

The contractor shall at least meet and be consistent with the specifications and within the time constraints of this bid. Each Contractor is responsible for full and complete compliance with all laws, rules and regulations which may be applicable.

The result of this RFP would be a contract between the successful bidder(s) and the Clay County Sheriff that will satisfy the following objectives:

- a. Wire transfers.
- b. ACH transactions.
- c. Provide appropriate operating timeframe for availability of funds.
- d. Provide other general banking services to include, but not be limited to monthly statements, account analysis, credit cards, collection and deposit services, interest earning, and on-line banking.

1.04 Assistance to Proposers with a Disability

Proposers with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the Purchasing Director no later than 14 days **prior** to the deadline for receipt of Proposals.

1.05 Required Review

Proposers should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the Purchasing Director at least 14 days before the Proposal opening. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of Proposer's Proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the CCSO Purchasing Director, in writing, at least 14 days before the time set for opening.

1.06 Questions Received Prior to Opening of Proposals

All questions must be in writing and directed to the issuing office, addressed to the CCSO Purchasing Director. The final day that the CCSO will accept questions will be five business days prior to the proposal submittal deadline date.

1.07 Amendments

If an amendment is issued, it will be provided to all who were mailed or received a copy of the RFP and to those who have registered with the Purchasing Director as having downloaded the RFP from the CCSO web site.

1.08 Alternate Proposals

Proposals may be delivered, which deviate from the requirements herein, providing they are clearly identified as alternate proposals and providing further that it can be demonstrated that stated requirements are substantially improved or are not compromised or prejudiced by such deviations; and, that it would be clearly in the interest of the CCSO that an alternate proposal be considered. Such alternate proposals will be provisionally accepted for consideration, subject to the reserved right of the CCSO to make the determination whether the above stated conditions for alternate proposals have been satisfied and subject further to the reserved right of the CCSO to accept or reject these proposals upon the basis of the determination.

1.09 Right of Rejection

Proposers must comply with all of the terms of the RFP, the CCSO procurement policy, and all applicable local, state, and federal laws, codes, and regulations. The Purchasing Director may reject any Proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP. Proposers may not qualify the Proposal nor restrict the rights of the CCSO. If a Proposer does so, the Purchasing Director may determine the Proposal to be a non-responsive counter-offer and the Proposal may be rejected.

Proposals that:

- do not affect responsiveness,
- are merely a matter of form or format,
- do not change the relative standing or otherwise prejudice other offers,
- do not change the meaning or scope of the RFP,
- are trivial, negligible, or immaterial in nature,
- do not reflect a material change in the work, or,
- do not constitute a substantial reservation against a requirement or provision,

Maybe waived by the Purchasing Director.

The CCSO reserves the right to refrain from making an award if it determines that to be in its best interest.

A Proposal from a debarred or suspended Proposer shall be rejected.

1.10 CCSO Not Responsible for Preparation Costs

The CCSO will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any Proposal.

1.11 Disclosure of Proposal Contents

All Proposals and other material submitted become the property of the CCSO and may be returned only at the CCSO's option. Chapter 119, Florida Statutes requires public records to be open to reasonable inspection. All Proposal information, including detailed price and cost information, will be open for public inspection immediately after opening by the CCSO.

Trade secrets and other proprietary data contained in Proposals may be held confidential until a Notice of Decision or Notice of Intended Decision is issued by the CCSO Purchasing Director or 10 days after opening, whichever is earlier, as provided by Section 120.057(3) (a), Florida Statutes, if the Proposer requests, in writing, that the Purchasing Director does so, and if the Purchasing Director agrees, in writing, to do so. Material considered confidential by the Proposer must be clearly identified and the Proposer must include a brief statement that sets out the reasons for confidentiality. At that time, all Proposals and documents pertaining to the Proposals will be open to the public, except for material designated as proprietary or confidential as defined in Section 812.081, Florida Statutes and as provided in Section 815.04(3), Florida Statutes. The Purchasing Section will not disclose or make public any pages of a Proposal on which the Proposer has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:

Proprietary or confidential data shall be readily separable from the Proposal in order to facilitate eventual

public inspection of the non-confidential portion of the Proposal. Confidential data is normally restricted to confidential financial information concerning the Proposer's organization and data that qualifies as a trade secret in accordance with the definition in Section 812.081, Florida Statutes and as provided in Section 815.04(3), Florida Statutes. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

1.12 Subcontractors

Subcontractors may be used to perform work under this contract. If a Proposer intends to use subcontractors, the Proposer must identify in the Proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

If a Proposal with subcontractors is selected, the Proposer must provide the following information concerning each prospective subcontractor within five working days from the date of the CCSO's request:

- (a) Complete name of the subcontractor,
- (b) Complete address of the subcontractor,
- (c) Type of work the subcontractor will be performing,
- (d) Percentage of work the subcontractor will be providing,
- (e) Evidence, as set out in the relevant section of this RFP, that the subcontractor holds a valid business license, and
- (f) A written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.

A Proposer's failure to provide this information, within the time set, may cause the CCSO to consider their Proposal non-responsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the project director.

1.13 Joint Ventures

Joint ventures will not be allowed.

1.14 Proposer's Certification

By signature on the Proposal, Proposers certify that they comply with:

- (a) The laws of the State of Florida,
- (b) The applicable portion of the Federal Civil Rights Act of 1964,
- (c) The Equal Employment Opportunity Act and the regulations issued thereunder by the federal government,
- (c) The Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government,

- (d) All terms and conditions set out in this RFP,
- (f) A condition that the Proposal submitted was independently arrived at, without collusion, under penalty of perjury, and
- (g) That the offers will remain open and valid for at least 90 days.

If any Proposer fails to comply with (a) through (g) of this paragraph, the CCSO reserves the right to disregard the Proposal, terminate the contract, or consider the contractor in default.

1.15 Conflict of Interest

Each Proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., employed by the CCSO) and, if so, the nature of that conflict. The CCSO reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the Proposer. The CCSO's determination regarding any questions of conflict of interest shall be final.

1.16 Solicitation Advertising

Public notice has been provided in accordance with CCSO policy and applicable Florida Statutes.

1.17 Assignment

The contractor may not transfer or assign any portion of the contract without prior written approval from the CCSO.

1.18 Disputes

Any dispute arising out of this agreement will be resolved under the laws of the State of Florida. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain relief from or remedy in connection with this agreement may be brought only in the Circuit Court for Clay County, Florida.

1.19 Severability

If any provision of the contract or agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

SECTION TWO STANDARD PROPOSAL INFORMATION

2.01 Authorized Signature

All Proposals must be signed by an individual authorized to bind the Proposer to the provisions of the RFP. Proposals must remain open and valid for at least ninety (90) days from the opening date.

2.02 Pre-Proposal Conference

A pre-proposal conference, if held, will be on the date shown on page 2, Calendar of Events at the CCSO main office at 901 North Orange Avenue in Green Cove Springs, Florida. The purpose of the conference is to discuss the work to be performed with the prospective Proposers and allow them to ask questions concerning the RFP. Questions and answers will be transcribed and sent to prospective Proposers as soon as possible after the meeting.

Proposers with a disability needing accommodation should contact the Purchasing Director prior to the date set for the pre-proposal conference so that reasonable accommodation can be made.

2.03 Amendments to Proposals

Amendments to or withdrawals of Proposals will only be allowed if acceptable requests are received prior to the deadline set for receipt of Proposals. No amendments or withdrawals will be accepted after the deadline unless they are in response to the CCSO's request.

2.04 Supplemental Terms and Conditions

Proposals must comply with **Section 1.09 Right of Rejection**. However, if the CCSO fails to identify or detect supplemental terms or conditions conflicting with those contained in this RFP, or that diminish the CCSO's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void. After award of contract:

- a) If conflict arises between a supplemental term or condition included in the Proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- b) If the CCSO's rights would be diminished as a result of application of a supplemental term or condition included in the Proposal, the supplemental term or condition will be considered null and void.

2.05 Clarification of Proposals

In order to determine if a Proposal is reasonably susceptible for award, communications by the Purchasing Director or the Proposal Evaluation Committee are permitted with a Proposer to clarify uncertainties or eliminate confusion concerning the contents of a Proposal. Clarifications may not result in a material or substantive change to the Proposal. The evaluation by the Purchasing Director or the Proposal Evaluation Committee may be adjusted as a result of a clarification under this section.

2.06 Discussions with Proposers

The CCSO may conduct discussions with Proposers. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and Proposal. Discussions will be limited to specific

sections of the RFP or Proposal identified by the Purchasing Director. The Purchasing Director will only hold discussions with Proposers who have submitted a Proposal deemed reasonably suitable for award. Discussions, if held, will be after initial evaluation of Proposals by the Proposal Evaluation Committee. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the Purchasing Director may set a time for best and final Proposal submissions from those Proposers with whom discussions were held. Proposals may be reevaluated after receipt of best and final Proposal submissions.

If a Proposer does not submit a best and final Proposal or a notice of withdrawal, the Proposer's immediate previous Proposal is considered the Proposer's best and final Proposal.

Proposers with a disability needing accommodation should contact the Purchasing Director prior to the date set for discussions so that reasonable accommodation can be made. Any oral modification of a Proposal must be reduced to writing by the Proposer.

2.07 Prior Experience

Proposer must have at least five years' experience in comprehensive experience related to this RFP. Proposer shall also provide at least 3 references for projects or contracts completed/started within the last three years. A Proposer's failure to meet these minimum prior experience requirements will cause their Proposal to be considered non-responsive and their Proposal will be rejected.

2.08 Evaluation of Proposals

An Evaluation Committee made up of selected CCSO members. The evaluation will be based solely on the evaluation factors set out in Section Seven of this RFP. The Proposal ranked highest per Section Seven of this RFP shall be the Consultant of Record (COR) Proposer to be negotiated with. A second highest ranking Consultant may also be selected as a "back-up" to the Consultant of Record should they be unavailable at time of work assignment.

After receipt of Proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended Proposals. Evaluations may be adjusted as a result of receiving new or amended Proposals.

2.09 Vendor Tax ID

A valid Vendor Tax ID must be submitted to the Purchasing Section with the Proposal or within five days of the CCSO's request.

2.10 Business License and Other Required Licenses

At the time the Proposals are opened, all Proposers must hold a valid license to do business in Florida and any necessary applicable professional licenses required by Florida Statute. Proposers should contact the Florida Department of State, Division of Corporations, P. O. Box 6327, Tallahassee, Florida 32314, or the Florida Department of Business and Professional Regulation, Division of Professions, 1940 North Monroe Street, Tallahassee, FL 32399-0760 for information on these licenses. Proposers must submit a copy of a valid Florida business or professional license with the Proposal as well as any licenses required to do business in Clay County (prior to commencement of work). A Proposer's failure to submit this evidence with the Proposal will cause their Proposal to be determined non-responsive.

2.11 Formula Used to Convert Cost to Points

The distribution of points based on cost will be determined as shown in the example below. The lowest cost Proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other Proposals will be determined through the method set out below. In the generic example below, cost is weighted as 80% of the overall total score. **The weighting of cost may be different in your particular RFP.**

Formula Used to Convert Cost to Points (EXAMPLE ONLY)

STEP 1. List all Proposal prices, adjusted where appropriate by the application of all applicable preferences.

Proposer #1 – \$40,000

Proposer #2 – \$42,750

Proposer #3 – \$47,500

STEP 2. Convert cost to points using this formula.

$[(\text{Price of Lowest Cost Proposal}) \times (\text{Maximum Points for Cost})] \div (\text{Applicable Proposer Price}) = \text{POINTS}$

The RFP allotted 80% (80 points), of the total 100 points, for cost. (EXAMPLE ONLY)

Proposer #1 receives 80 points.

The lowest cost Proposal, in this case \$40,000, receives the maximum points allotted to cost, 80 points.

Proposer #2 receives 74.9 points.

$\$40,000 \times 80 = 3,200,000 \div \$42,750 = 74.9$

Proposer #3 receives 67.4 points.

$\$40,000 \times 80 = 3,200,000 \div \$47,500 = 67.4$

2.12 Contract Negotiation

After final evaluation, the Purchasing Director may negotiate with the Proposer of the highest-ranked Proposal. Negotiations, if held, shall be within the scope of the Request for Proposals and limited to those items that would not have an effect on the ranking of Proposals. If the highest ranked Proposer fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the CCSO may terminate negotiations and negotiate with the Proposer of the next highest-ranked Proposal. If contract negotiations are commenced, they will be held in a conference room located in the CCSO Administrative Offices in Green Cove Springs, Florida. At least two of the highest ranked Proposers shall be engaged by a “master” agreement.

The Proposer will be responsible for their travel and per diem expenses.

2.13 Failure to Negotiate

If the selected Proposer

- fails to provide the information required to begin negotiations in a timely manner; or
- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project; or

- The Proposer and the CCSO, after a good faith effort, simply cannot come to terms,

The CCSO may terminate negotiations with the Proposer initially selected and commence negotiations with the next highest ranked Proposer.

2.14 Notice of Intent to Award (NIA) — Proposer Notification of Selection

After the completion of contract negotiation the Purchasing Director will issue a written Notice of Intent to Award (NIA) and send copies to all Proposers. The NIA will set out the names of all Proposers and identify the Proposal selected.

2.15 Protest

Any actual or prospective Proposer who has a substantial interest in and is aggrieved in connection with the Solicitation or proposed award of a contract within the award authority of the Purchasing Director may protest to the Finance Bureau Commander. Protests arising from the decisions and votes of Selection/Negotiation Committees shall be limited to protests based upon alleged deviation(s) from Section Seven.

An interested party is defined as "an actual or prospective Proposer whose economic interest might be affected substantially and directly by the issuance of a contract solicitation, the award of a contract, or the failure to award a contract."

Any protest concerning the bid specifications or requirements must be made within seventy-two (72) hours from the time the facts become known and, in any case, at least twenty-four (24) hours prior to the bid opening. Such protest must be submitted in writing to the Purchasing Director via a registered/certified letter and received by Purchasing within the timeframes identified. Failure to timely protest bid specifications or requirements is a waiver of the ability to protest the specifications or requirements.

Any protest, after the bid opening, shall be submitted in writing and **received** by the Purchasing Section via registered/certified mail within seven (7) calendar days after such aggrieved person having a substantial interest knows or should have known the facts giving rise thereto.

Any actual or prospective Proposer who is aggrieved in connection with the Solicitation or proposed award of a purchase order based on verbal quotation may protest to the Purchasing Director anytime during the procurement process, up to the time of the award of the purchase order, but not after such time.

Protests filed by telex or telegram are not acceptable because they do not contain a signature. Fax copies containing a signature are acceptable.

All protests under this section made by the aggrieved Proposer, or its duly authorized agent or attorney, shall be made by a Proposer who has standing to maintain a protest under Florida case law, shall be in writing, be timely made, and briefly state the facts and arguments upon which the protest is made. Such notices, to be deemed timely, must be received by the Purchasing Section to the attention of the Purchasing Director within the time stated. The institution and filing of a protest under this section is an administrative remedy that should be employed prior to the institution and filing of any civil action against the CCSO concerning the subject matter of the protest.

A protester must have submitted a Proposal in order to have sufficient standing to protest the proposed award of a contract. Protests must include the following information:

- (a) The name, address, and telephone number of the protester;
- (b) The signature of the protester or the protester's representative;
- (c) Identification of the contracting department and the Solicitation or contract at issue;
- (d) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- (e) The form of relief requested.

The Finance Bureau Commander shall have the authority to settle and resolve a protest of an aggrieved Proposer, actual or prospective, concerning the solicitation or award of a contract.

If the protest is not resolved by mutual agreement, the Finance Bureau Commander shall promptly issue a decision in writing, after consulting with the CCSO General Counsel.

A copy of this decision shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.

In the event of a timely protest under this section, the CCSO shall not proceed further with the solicitation or with the award of this contract until a written determination is made by the Finance Bureau Commander and approved by the CCSO General Counsel or a written determination is made that the award of the contract must be made without delay in order to protect the substantial interest of the CCSO.

Protests not timely made under this section shall be barred. Any basis or ground for a protest not set forth in the letter of protest required under this section shall be deemed waived.

SECTION THREE STANDARD CONTRACT INFORMATION

3.01 Contract Type

This contract is a Fixed Price Contract based on cost/fee schedule for authorized work, for a period of three (3) years, which may be extended at the option of the CCSO for two (2) additional one (1) year periods. Fees for services and calculations for interest earned will be fixed for the initial three-year period; if the contract is extended the fees will be renegotiated prior to the starting of an extension. The CCSO will reserve the right to cancel this agreement at any time with sixty (60) days advance written notice.

3.02 Contract Approval

This RFP does not, by itself, obligate the CCSO. The CCSO's obligation will commence when the contract is approved by the Sheriff. Upon written notice to the contractor, the CCSO may set a different starting date for the contract. The CCSO will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the CCSO. Options/CLINs will be executed only after approval of the Basic Contract with CCSO.

3.03 Standard Contract Provisions

The contractor will be required to sign a contract and comply with the contract provisions established as a result of this proposal. No alteration of these provisions will be permitted without prior written approval from the CCSO General Counsel. Objections to any of the provisions in Appendix A must be set out in the Proposer's Proposal.

3.04 Proposal as a Part of the Contract

Part or all of this RFP and the successful Proposal may be incorporated into the contract.

3.05 Additional Terms and Conditions

The CCSO reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the Proposal evaluations.

3.06 Insurance Requirements

The Supplier/Contractor shall maintain in effect during the time period of this contract, "Adequate Insurance Coverages" as required by federal, state and local laws, regulations and ordinances. Such coverage shall be provided by companies approved by the CCSO. Supplier/Contractor shall not commence or continue work under this contract until evidence of "Adequate Coverage" has been provided to and approved by the Purchasing Director. In addition, in the event that Supplier/Contractor does commence or continue work during any period where "Adequate Insurance Coverage" is not in force, charges assessed to the CCSO for uninsured independent Suppliers/Contractors will be back charged to the Supplier/Contractor.

“Should any of the required policies be canceled or undergo material change before the expiration date, the issuing insurance company will mail sixty (60) days written notice to: CCSO Legal Office, Clay County Sheriff’s Office, 901 North Orange Avenue, Green Cove Springs, FL 32043.”

INDEMNITY

The Contractor covenants and agrees to indemnify and save harmless the CCSO, and to defend it from all cost, expenses, damages, attorney's fees, injury or loss, to which the CCSO may be subjected by any person, firm, corporation or organization by reason of any wrong doing, misconduct, want or need of care or skill, negligence or default or breach of Contract, guaranty or warranty, by the Contractor, his employees, his agent or assigns.

3.07 Contract Funding

Approval or continuation of a contract resulting from this is contingent upon funding appropriations from the Clay County Board of County Commissioners.

3.08 Proposed Payment Procedures

The CCSO will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the project director has approved the progress report and invoice.

3.09 Contract Payment

No payment will be made until the contract is approved by the Sheriff or Chief of Staff. Under no conditions will the CCSO be liable for the payment of any interest charges associated with the cost of the contract.

The CCSO is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

3.10 Payment for Contracted Services**1. Proper Invoice**

For purposes of billing submission and payment procedures, a "proper invoice" by a contractor, vendor or other invoicing party shall consist of at least all of the following:

- a. a description (including quantity) of the goods and/or services provided, reasonably sufficient to identify it (or them);
- b. the amount due, applicable discount(s), and the terms thereof;
- c. the full name of the vendor, contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number;
- d. the Purchase Order or Contract number as supplied by the CCSO; and
- e. An identification by Account to which the services were provided.

All invoices, in order to be classified as a proper invoice, shall be delivered to Accounts Payable, Fiscal Section, Clay County Sheriff's Office, 901 North Orange Avenue, and P.O.Box 548, Green Cove Springs, FL 32043.

Finally, in addition to all of the above, in order to be considered a proper invoice, it must be based on a proper delivery of services to and acceptance by the CCSO; the vendor, contractor or other party who is supplying the services has otherwise complied with all of the contract's terms and conditions and is not in default of any of them; and if the contract requires any subcontractors or other parties to be bound by similar other "flow-down" requirements, that those requirements have been complied with.

All payments made under this Bid will be made in accordance with the Local Government Prompt Payment Act; in effect, not later than 45 days from receipt of proper invoice.

2. Dispute Resolution

In the event a dispute occurs between a contractor, vendor or other invoicing party and the CCSO concerning payment of an invoice, the CCSO Administration Division and the invoicing party shall meet to consider the disputed issues. The invoicing party shall provide to the CCSO such material and information as the CCSO may reasonably require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute and stating with specificity its nature.

This procedure shall commence not later than forty-five (45) days, and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the CCSO. Any decision by the CCSO Administration Division shall constitute the final decision of the CCSO regarding these matters and shall be communicated in writing to the invoicing party within three business days after such decision. If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

3.11 Informal Debriefing

When the contract is completed, an informal debriefing may be performed at the discretion of the project director.

If performed, the scope of the debriefing will be limited to the work performed by the contractor.

3.12 Contract Personnel

Any change of the project team members named in the Proposal must be approved, in advance and in writing, by the project director. Personnel changes that are not approved by the CCSO may be grounds for the CCSO to terminate the contract.

3.13 Inspection & Modification - Reimbursement for Unacceptable Deliverables

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project director. The CCSO may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. Should the project director determine that corrections or modifications are necessary in order to accomplish its intent the project director may direct the contractor to make such changes. The contractor will not unreasonably withhold such changes.

Substantial failure of the contractor to perform the contract may cause the CCSO to terminate the contract. In this event, the CCSO may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

3.14 Termination for Default

If the project director determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the CCSO may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work.

This clause does not restrict the CCSO's termination rights under the contract provisions of Appendix A, attached.

3.15 Contract Changes - Unanticipated Amendments

During the course of the contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project director will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments.

The contractor will not commence additional work until the project director has secured any required CCSO approvals necessary for the amendment and issued a written contract amendment, approved by the Sheriff, the Chief of Staff, or the Finance Bureau Commander.

3.16 Contract Invalidation

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

**SECTION FOUR
BACKGROUND INFORMATION**

4.00 Background Information

Clay County encompasses a 601 square mile suburban/rural county in Northeast Florida and contains the communities of Orange Park, Middleburg, Green Cove Springs, Fleming Island, Penney Farms, Clay Hill, Oak leaf Plantation, and Keystone Heights with a population of 170,000 (60,00 households). It is bordered to the north by Jacksonville and is part of the Jacksonville MSA which has a major influence on the county. Clay County has a council-manager form of government.

The CCSO has a total of approximately 540 full time and 100 part time employees consisting of approximately 260 patrol deputies, 120 detention deputies, 20 Reserve Deputies, and 245 civilians.

The Detention Facility has an in-house capacity of approximately 480 beds and routinely houses over 400 inmates.

The Clay County Sheriff is one of 5 constitutional officers in Clay County. The others are Clerk of Court, Property Appraiser, Tax Collector, and Supervisor of Elections.

**SECTION FIVE
SCOPE OF WORK**

5.00 Scope of Work

PURPOSE: It is the intent of the CCSO to obtain a financial institution that will provide general banking services as described and detailed within this specification.

5.1 BACKGROUND INFORMATION:

5.1.1 Location – The Clay County Sheriff’s Office main facility is located at 901 North Orange Avenue, Green Cove Springs, Florida 32043 and has several off-site locations in Orange Park, Middleburg, and Keystone Heights.

5.1.2 Current Provisions - The Clay County Sheriff’s Office currently has general banking services with an area bank.

The CCSO currently maintains nine separate accounts, with three groupings:

Account Name		Items Paid monthly	Deposits monthly	Average Balance Monthly
Investment	Group A	0	16	\$6,423,694
Payroll	Group A	44		ZBA
Payroll, direct deposits	Group A	1319		nil
Operating	Group A	359		ZBA
Bond/Levy	Group A	7	4	\$3,893
Depositors	Group A	3	53	\$41,428
Seized Funds	Group A	2	1	\$242,133
Inmate Cash	Group B	35	34	\$28,654
Inmate Welfare	Group B	12	4	\$242,635
Federal Forfeiture Funds	Group C	0		\$239,367

Group A

Investment Account:

The purpose of this account is to concentrate the cash balances on a daily basis. All wire transfers (incoming and outgoing) and the majority of the ACH transactions will occur in this account. Deposits and withdrawals from the Operating and Payroll accounts will be transferred to or reimbursed from the Investment Account on a daily basis. Any available balances remaining in the Investment Account will be automatically invested in the Automatic Overnight Investment by the bank in accordance with this RFP.

Payroll Account (Zero-balance):

This account will be used to process payroll disbursements to employees. There will not be any deposits into this account, except for the transfer from the Investment Account to cover checks presented for payment.

Operating Account (Zero-balance):

This account will be used solely to process disbursements for accounts payable. There will not be any deposits into this account, except for the transfer from the Investment Account to cover checks presented for payment.

Bond/Levy and Depositors Accounts:

These accounts are temporary holding accounts containing agency funds with very little activity.

Seized Funds Account:

This account has very little activity. Seized funds are funds awaiting a court decision in order to be released to either the owner or awarded to the agency.

Group BInmate Cash and Inmate Welfare Accounts:

These accounts maintain funds solely for the benefit of inmates. There is little activity in the inmate cash account because it only records summary transactions occurring in Cobra Bank software used in the detention building. This account has positive pay. The Inmate Welfare has few transactions as well. Any interest earned on inmate cash is deposited to Inmate Welfare.

Group CFederal Forfeiture Account:

This account has very little activity. Federal Forfeiture funds are awards as a result of various federal task force cases. This account is a stand-alone account and can earn interest and have bank charges.

5.1.3 Scope of Service – The successful bidder(s) shall be expected to completely provide general banking services as described above, and additionally, herein this specification.

5.2 REQUIREMENTS – DETAIL / MINIMUM

5.2.1 Clay County Sheriff's Office desires to maximize its cash availability through the use of a concentration and zero-balance accounts. This main account structure will be comprised of an Investment Account with two zero-balance accounts (Operating and Payroll), a Bond and Depositors account and a Seized Funds. The second group will consist of an Inmate Welfare and Inmate Cash account. The third group will consist of a Federal Forfeiture account.

All balances in the main account structure, whether available or unavailable, will be maintained in the Investment Account. The balances in the Accounts Payable and Payroll accounts will be transferred or reimbursed at the close of the business day. These zero-balance accounts will always have a zero ledger balance at the beginning of each business day. Transfers between the accounts will be charged to CCSO only as transfers and not also as items deposited and checks paid.

CCSO reserves the right to open additional accounts, including zero-balance type accounts, during the contract period at the price proposed in this proposal.

5.2.1.1 Provide for Wire Transfers

- a. Incoming: CCSO intends to consider any incoming wire transfers as “available for investment” on the day received by the bank.

b. Outgoing: CCSO does not currently have outgoing wire transfers. However, the awarded bank should offer this service with a requirement of a two-person approval structure.

5.2.1.2 Provide ACH Transactions

CCSO currently uses ACH transactions to process payments to IRS, child support, MassMutual and Nationwide vendors with the goal of increasing the number of ACH payments for large vendors in the future. The contractor shall provide this capability and operability.

CCSO requires that the awarded bank be a sending and receiving bank of the National Automated Clearing House Association (NACHA). Bidders shall provide appropriate documentation and information in their proposal.

a. Bidders shall provide information on how ACH transactions can be submitted through the bank's software system, the required cutoff times, and the necessary security procedures that are in place to protect those ACH files and the customer information within them.

b. Bidders shall describe the bank's policy regarding pre-notifications, return check presentments, and ACH block services.

5.2.1.3 Availability of Funds

The awarded bank will credit CCSO's accounts for selected items according to the following schedule:

a. Incoming Wire Transfers – same day availability and ledger credit regardless of time of Receipt

b. Automated clearinghouse entries on the day of receipt

All other items will be based on the awarded bank's "availability schedule". Bidders are required to provide or describe their current "availability schedule" in their bid proposal and identify in notes or notations whether their policy differs from the Federal Reserve Bank. The awarded contractor will notify CCSO, in writing, of any changes to the Federal Reserve schedule, or the bank's schedule if it differs from the Federal Reserve's.

5.2.1.4 Other Related Services

5.2.1.4.1 Monthly Statements and Account Analysis

Monthly bank statements will be for the full calendar month and will be delivered to CCSO's Fiscal Department within three (3) calendar days after the end of the month.

Monthly account analysis statements will also be for the full calendar month and will be delivered to CCSO's Fiscal Department within five (5) calendar days after the end of the month. The total amount of fees due for the month for all accounts shall be deducted from the Investment Account for Group A.

Bidders shall describe their ability to download and print the monthly bank statements and account analysis statements online in their bid proposal. Also, if online access to statements is available, describe or state the length of time they remain available online.

Bidders are to include in their proposal a sample copy of one the bank's statements as well as a sample copy of the account analysis statement.

5.2.1.4.2 Credit Cards

CCSO is the main cardholder for five to 10 credit cards issued for members. Bidders shall describe in their bid proposal the terms, conditions, and fees associated with their bank credit card. In addition, the bidders shall provide any information regarding receiving transactions in an electronic format for upload into our accounting system.

5.2.1.4.3 Collection and Deposit Services

Deposits will be made daily to a teller or location mutually agreed upon by CCSO and the awarded bank. CCSO will send a deputy to the bank to make the deposit.

CCSO desires a same day credit cutoff of 4:00 p.m. Bidders shall specify if their bank has an earlier cutoff time.

Bidders are to provide in the bid proposal their bank's policy on strapped/rolled funds in deposits, the type of deposit bags that are to be utilized, as well as the procedures for change order processing.

CCSO desires multiple banking locations so bidders should provide addresses for all branch locations within Clay County in the bid proposal.

Bidders are to describe in the bid proposal their bank's ability to convert an NSF check into an ACH for presentment.

All debit and credit memos required to adjust errors caused by the bank will not be charged to CCSO. Bidders are to provide a copy of your bank's policy on dispute resolution and time frames for corrections of errors in their bid proposal. In regards to deposit errors, any errors noted in deposits made at branches will be communicated to the Fiscal Department for confirmation before continued processing of the deposit.

5.2.1.4.4 Interest Earnings:

The objective is to conduct investment and earnings activities in accordance with Florida Statute Section 218. The bank account itself must meet the criteria as an interest bearing time deposit in a state certified qualified depository as defined in Section 280, Florida Statutes. The contractor will be responsible for investment activities. All interest earnings will be automatically credited to CCSO bank account.

Funds will be considered available to earn interest as follows:

- a. Incoming wire transfers – same day credit regardless of time of receipt if received by depository before close of normal business day.
- b. Checks – according to the Availability Schedule as provided by the bank. The bank is required to attach a copy of its Availability Schedule and agrees to notify CCSO, in writing of any changes to the Schedule.

Interest will be calculated and posted monthly to the Investment, Inmate Welfare, Federal Forfeiture, and Seized Funds accounts.

Bidders are to describe in their bid proposal the method used to calculate the earnings rate credit for the payment of Bank fees and a listing of the Bank's proposed earnings credits for the past twelve months. Include this in the cost/fee schedule in the attachments.

5.2.1.4.5 Online Banking Services

- a. The awarded bank will provide electronic access available to designated individuals within CCSO to transact business for CCSO.
- b. CCSO requires the ability to process wires, view account balances and transactions, place stop payments, send positive pay files, decision positive pay items, and send ACH files via online access.
- c. CCSO requires the ability to view images via online access (i.e. copies of cleared checks, deposit tickets, returned checks, and bank adjustments).
- d. CCSO requires the ability to view same day transactions via online access.
- e. The contractor will provide appropriate training on their bank's online access system. Bidders should describe what that training entails.
- f. Bidders are to provide in their bid proposal detailed information on the online site's security features. In regards to wire transfers, the CCSO requires that any outgoing wires be set up to require a secondary approver on all transfers.
- g. Bidders should describe or identify in their bid proposal the support available from the bank for the online access.
- h. CCSO uses a financial software package, Microsoft Dynamics NAV. Bidders should provide information on the bank's abilities to interface information with CCSO's financial software package.

5.2.1.4.6 Account Reconciliation

The awarded bank will offer a reconciliation service for the accounts payable and payroll accounts. This would include an electronic file of cleared checks, deposits (broken down by identified fund) and incoming wires. Bidders are to describe in their bid proposal the bank's file specifications for reconciliation services.

5.2.1.4.7 Stop Payment Services

CCSO may have need to periodically place stop payments on specific checks. Bidders are to describe in their bid proposal their bank's stop payment services, specifically the length of time it remains and the ability to place the stop payment via online access.

5.2.1.4.8 Overdraft Processing

CCSO does not currently have overdrafts. Bidders are to describe in their bid proposal their bank's policy.

5.2.1.4.9 Check Printing

CCSO will be responsible for all check printing. Bidders are to describe in their bid proposal their bank's MICR specifications.

5.2.1.4.10 Bank Service Fees

Bidders are to provide a detailed listing indicating the unit cost for each itemized service that will be provided, along with the methods used for billing. Itemize the fees in the cost/fee schedule attachment.

All bank service fees must be billed according to our groups. Bidders are to indicate whether their bank will assess FDIC charges and if so include how it is assessed and computed.

5.2.1.4.11 Payment of Banking Fees

CCSO reserves the right to either pay banking fees directly or applying compensating balance earnings toward bank charges, or a combination thereof. If compensating balances are used, earnings above the charges will be credited to CCSO. If the earnings do not cover the charges a compensating balance arrangement will be used.

5.2.1.4.12 Disaster Recovery

In the event of a natural disaster or other disaster the bank should have in effect a plan to accommodate CCSO with funds. The bank shall provide information in their bid proposal regarding their disaster recovery plan including specific plans related to servicing CCSO in the event of a disaster. Additionally, the bank shall provide information regarding their ability to provide uninterrupted services.

5.2.1.4.13 Supplies and Specifications

Bidders are to identify any price proposal of all supplies, including deposit slips. Itemize in the cost/fee schedule attachment.

5.3 EARNINGS CREDIT RATES

Bidders are to describe in their bid proposal how their bank's earnings credit rate is determined, adjusted and applied. Bidders are to include in the explanation the impact of the bank's reserve requirement, and the formula for converting service charges to balance requirements.

Bidders are to provide their offered Earnings Credit Rate and the guaranteed term period. Include in the cost/fee schedule attachment.

5.4 CREDIT RATING

Bidders are to describe their Bank's credit rating and rating agency and provide their Bank's rate history for the past 3 years. If available disclose their current Thompson Bank Watch rating.

5.5 PROFESSIONAL RESPONSIBILITY

5.5.1 Professional Liability – All services shall be provided with the skill and care which would be exercised by comparable vendors performing similar services at the time and place such services are performed. If the failure to meet these standards results in deficiencies in the services, the awarded contractor shall furnish, at their own cost and expense, the means necessary to correct deficiencies, and shall be responsible for any and all consequential damages arising from these deficiencies.

Contractor shall accept full responsibility for the work as described herein.

Contractor shall obtain and furnish proof of insurance. If the initial insurance expires prior to the completion of the contract, a renewal certificate shall be furnished thirty (30) days prior to date of expiration.

5.5.2 Bond Requirements – The Office of the Sheriff, Clay County is waiving the requirement of a bond for this contract.

SECTION SIX PROPOSAL FORMAT AND CONTENT

6.01 Proposal Format and Content

The CCSO discourages overly lengthy and costly Proposals, however, in order for the CCSO to evaluate Proposals fairly and completely, Proposers must follow the format set out in this RFP and provide all information requested.

6.02 Introduction

Proposals must include the complete name and address of Proposer's firm and the name, mailing address, and telephone number of the person the CCSO should contact regarding the Proposal.

Proposals must confirm that the Proposer will comply with all provisions in this RFP. Proposals must be signed by a company officer empowered to bind the company. Proof of such binding authority shall be furnished as part of the Proposal. A Proposer's failure to include these items in the Proposals may cause the Proposal to be determined to be non-responsive and the Proposal may be rejected.

6.03 Understanding of the Project

Proposers must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project and the project schedule. Statements should reflect list of work activities as listed in Section 5.01 of this RFP.

6.04 Methodology Used for the Project

Proposers must provide comprehensive narrative statements that set out the methodology they intend to employ and illustrate how the methodology will serve to accomplish the work and meet the CCSO's project schedule.

6.05 Management Plan for the Project

Proposers must provide comprehensive narrative statements that set out the management plan they intend to follow and illustrate how the plan will serve to accomplish the work and meet the CCSO's project schedule.

6.06 Experience and Qualifications

Proposers must provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Proposers must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed:

- (a) Title,
- (b) Resume,

- (c) Location(s) where work will be performed,
- (d) Itemize the hourly rates for each position named above and equipment that may be utilized for work assignments.

Proposers must provide three references (names and phone numbers) for similar projects the Proposer's firm has completed within the last three years.

6.07 Quality of Proposer's Product

Proposals must provide a quality product that meets or exceeds the CCSO objectives, needs, and requirements.

6.08 Cost Proposal

Cost Proposals must include an itemized list of all direct and indirect costs associated with the performance of the contract, including, but not limited to, various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

6.09 Evaluation Criteria

All Proposals will be reviewed to determine if they are responsive. It is determined that in the best interest of The Clay County Sheriff's Office when awarding the bid for service(s) for this RFP, the awarded Contractor must have a proven record in the specified fields of service. This being the case, the low bidder will not necessarily be awarded the bid. Consideration will be given to reputation, experience, and ability to comply with time constraints of this RFP, consistent with the evaluation criteria set out in Section SEVEN.

An evaluation may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the Proposer.

A Proposal shall be evaluated to determine whether the Proposer responds to the provisions, including goals and financial incentives, established in the request for Proposals in order to eliminate and prevent discrimination in CCSO contracting without regard to race, creed, color, sex, religion, age, national origin, disability, marital status, citizenship status or any other category protected by federal, state or local statute or code.

**SECTION SEVEN
EVALUATION CRITERIA AND CONTRACTOR SELECTION**

**THE TOTAL NUMBER OF POINTS USED
TO SCORE THIS CONTRACT IS 100**

7.01 Understanding of the Project

Proposals will be evaluated against the questions set out below:

- (a) Has the Proposer demonstrated a thorough understanding of the purpose and scope of the project, including the deliverables expected by CCSO?
- (b) Has the Proposer demonstrated an understanding of the CCSO's time schedule and provided information that he can meet the time schedule?
- (c) How well has the Proposer identified pertinent issues and potential problems related to the project that addresses project complexity that was unknown previously?
- (d) Has the Proposer demonstrated a thorough consideration of issues related to any Options, additional Contract Line Items (CLINS), and addressed the entire project/contract costing being requested?
- (e) Has the proposer provided insight into the proposal that is advantageous to the CCSO and would provide a solution that was not originally conceptualized as a solution?

7.02 Methodology Used for the Project

Proposals will be evaluated against the questions set out below:

- (a) Does the methodology depict a logical approach to fulfilling the requirements of the RFP?
- (b) Does the methodology match and achieve the objectives set out in the RFP?
- (c) Does the methodology include addressing the objectives for any Options/Additional CLINs?
- (d) Does the methodology interface with the time schedule in the Proposal?
- (e) Does the methodology provide an approach that is better or if this is a follow on project, would it result in an improvement over what currently exists?

7.03 Management Plan for the Project

Proposals will be evaluated against the questions set out below:

- (a) How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- (b) Is the organization of the project team clear?
- (c) How well does the management plan illustrate the lines of authority, accountability, and communication?
- (d) To what extent does the Proposer already have the hardware, software, equipment, and licenses necessary to perform the contract?

- (e) Is the Proposal plan practical, feasible, and within acceptable hourly rates?
- (f) Is the Proposal submitted responsive to any/all equipment requirements in the RFP?

7.04 Experience and Qualifications

Proposals will be evaluated against the questions set out below:

- (a) Do the individuals assigned to the project have experience on similar projects?
- (b) Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the RFP requires?
- (c) How extensive is the applicable education and experience of the personnel designated to work on the project?
- (d) Has the firm demonstrated experience in completing similar projects on time and within budget?
- (e) How successful is the general history of the firm regarding timely and successful completion of projects?
- (f) Has the firm provided letters of reference from previous clients?
- (g) If a subcontractor will perform work on the project, how well do they measure up to the evaluation criteria established for the Proposer?

7.05 Quality of Proposer's Product.

- (a) How well does the proposal project plan, methodology, and experience depict that the finished product will be a quality product that completely meets or exceeds CCSO requirements/desires?
- (b) Does the proposer's examples of previous or current projects provide a clear picture of a quality product?
 - (c) Has the contractor gone beyond the minimum tasks necessary to meet the objectives of the RFP and thus present a better quality product than that spelled out by the strict interpretation of the RFP specs?
 - (d) Based on the information from the proposer and other information readily available, how likely would you recommend the proposer's project/product(s) to a friend/relative, peer, or a County Tax Payer?

7.06 Contract Cost

The lowest cost Proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other Proposals will be determined through the method set out in Section 2.11.

**APPENDIX A
FORMS**

1. W-9 Form, First Page
2. Proposal Submittal Form
3. Qualifications Statement
4. Non-Collusive Affidavit
5. Public Entity Crimes Statement
6. Drug Free Workplace Form
7. Indemnification/Hold Harmless Form
8. Insurance Requirements
9. Form 2 RFP Authorized Signature Form
10. Form 3A Interest in Competitive Bid for Public Business
11. References
12. Cost/Fee Schedule
13. Proposal Completeness Checklist

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

**Give Form to the
requester. Do not
send to the IRS.**

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Other (see instructions) ▶ _____
 C Corporation
 S Corporation
 Partnership
 Trust/estate

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
 Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

			-			
--	--	--	---	--	--	--

OR

Employer identification number

				-						
--	--	--	--	---	--	--	--	--	--	--

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (TIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*
- By signing the filled-out form, you:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 2. Certify that you are not subject to backup withholding, or
 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**SEALED REQUEST FOR PROPOSALS
 CLAY COUNTY SHERIFF'S OFFICE
 RFP # B15-004 CLAY COUNTY SHERIFF'S OFFICE BANKING SERVICES
 PROPOSAL SUBMITTAL FORM**

Company Name Telephone

Home Office Address

City, State & Zip

Address: Office Servicing Clay County, other than above

Name/Title of CCSO Representative Telephone

Fax Number Email Address

The undersigned attests to his/her authority to submit this Proposal and to bind the Contractor herein named to perform as per contract, if the Contractor is awarded a Contract by the CCSO.

The undersigned further certifies that he/she has read the Request for Qualifications, Terms and Conditions, Insurance Requirements and all other documentation relating to this request and this Proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____
 Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

Signature Date

**SEALED REQUEST FOR PROPOSALS
CLAY COUNTY SHERIFF'S OFFICE
RFP # B15-004 CLAY COUNTY SHERIFF'S OFFICE BANKING SERVICES
QUALIFICATIONS STATEMENT**

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter:

SUBMITTED TO: Clay County Sheriff's Office
Purchasing Director
901 North Orange Avenue
Green Cove Springs', FL 32043

CHECK ONE:
 Corporation
 Partnership
 Individual
 Joint Venture
 Other

SUBMITTED BY:
NAME: _____
ADDRESS: _____
PRINCIPLE OFFICE: _____

State the true, exact, correct and complete legal name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Proposer is: _____

The address of the principal place of business is: _____

If the Proposer is a corporation, answer the following:

a. Date of Incorporation: _____

b. State of Incorporation: _____

c. President's Name: _____

d. Vice President's Name: _____

e. Secretary's Name: _____

f. Treasurer's Name: _____

g. Name and address of Resident Agent: _____

If Proposer is an individual or partnership, answer the following:

a. Date of Organization: _____

b. Name, address and ownership units of all partners: _____

C. State whether general or limited partnership: _____

Qualifications Statement Form THIS PAGE MUST BE COMPLETED & SUBMITTED WITH PROPOSAL

If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

If Proposer is operating under fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

How many years has your organization been in business under its present business name?

Under what other former names has your organization operated?

ACKNOWLEDGEMENT

State of Florida
County of _____

On this the _____ day of _____, 20__, before me, the undersigned Notary Public of the State of _____, personally appeared _____ and (Name(s) of individual(s) who appeared before notary) whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

NOTARY PUBLIC
SEAL OF OFFICE:

NOTARY PUBLIC, STATE OF _____

(Name of Notary Public: Print, stamp, or type as commissioned)

Personally known to me, or Produced Identification: _____ **DID** take an oath, or **DID NOT** take an oath

State of _____

SS.

County of _____

_____ being first duly sworn, deposes and says that:

1. He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____ the Proposer that has submitted the attached Proposal;
2. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or have in any manner, directly or indirectly sought by agreement or collusion, or have in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any Proposer, firm, or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposal Work.

Signed, sealed and delivered
In the presence of:

By: _____

(Printed Name)

(Title)

ACKNOWLEDGEMENT

State of Florida
County of _____

On this the _____ day of _____, 20__, before me, the undersigned Notary Public of the State of _____, personally appeared _____ and (Name(s) of individual(s) who appeared before notary) whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

NOTARY PUBLIC
SEAL OF OFFICE:

NOTARY PUBLIC, STATE OF _____

(Name of Notary Public: Print, stamp, or type as commissioned)

__ Personally known to me, or __ Produced Identification: _____ **DID** take an oath, or **DID NOT** take an oath

Non-Collusive Affidavit Form THIS PAGE MUST BE COMPLETED & SUBMITTED WITH PROPOSAL

PUBLIC ENTITY CRIME INFORMATION

A person or affiliate who has been placed on the State of Florida’s convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for services in the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, Supplier, Sub-Contractor, or Contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in **Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.**

I, _____, being an authorized representative of the firm of _____, located at City: _____

State: _____ Zip: _____, have read and understand the contents of the

Public Entity Crime Information and of this formal RFP package, hereby submit our Proposal accordingly.

Signature: _____

Date: _____

Phone: _____

Fax: _____

Federal ID#: _____

DRUG FREE WORKPLACE

Preference shall be given to business with drug-free workplace programs. Whenever two or more Proposals, which are equal with qualifications and service, are received by the CCSO for the procurement of commodities or contractual services, a Proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, your firm shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under an RFP, a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under RFP, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Concur _____

Variance _____

Date

Contractor’s Signature

INDEMNIFICATION/HOLD HARMLESS

The elected firm shall (if required by CCSO) defend, indemnify and hold the CCSO, the CCSO's representatives or agents, and the officers, directors, agents, employees, and assign of each harmless for and against any and all claims, demands, suits, judgments, damages to persons or property, injuries, losses or expenses of any nature whatsoever (including attorneys' fees at trial at appellate level) arising directly or indirectly from or out of any negligent act or omission of the elected firm, its Sub-contractors and their officers, directors, agents or employees; any failure of the elected firm to perform its services hereunder in accordance with generally accepted professional standards; any material breach of the elected firm's representations as set forth in the Proposal or any other failure of the elected firm to comply with the obligations on its part to be performed under this contract.

Concur _____ Variance _____

I, _____, being an authorized representative of the firm of

_____ located at City _____

_____, State _____, Zip Code _____

Phone: _____ Fax: _____.

Having read and understood the contents above, hereby submit accordingly as of this

Date, _____, 20____.

Please Print Name

Signature

This signed document shall remain in effect for a period of one (1) year from the date of signature of for the contract period, whichever is longer.

Indemnification/Hold Harmless Agreement THIS PAGE MUST BE COMPLETED & SUBMITTED WITH PROPOSAL

INSURANCE REQUIREMENTS

The successful Proposer, upon being awarded the contract and before commencing any work, shall provide insurance and furnish the CCSO with a Certificate of Insurance as required by federal, state, and local guidelines.

FORM 2

REQUEST FOR PROPOSAL AUTHORIZED SIGNATURE

The undersigned person, by the undersigned’s authorized signature affixed hereon, warrants that:

1. The undersigned is an authorized representative of the Contractor’s firm and the enclosed Proposal is submitted on behalf of the Consulting Contractor firm.
2. The undersigned has carefully reviewed all the materials and data provided on the Contractor firm’s Proposal on behalf of the firm, and, after specific inquiry, believes all the material and data to be true and correct.
3. The Proposal offered by the Contractor’s firm is in full compliance with the Request for Proposal requirements set forth in this Request for Proposal.
4. The Contractor’s firm authorizes the CCSO, its staff or consultants to contact any of the references provided in the Proposal and specifically authorizes such references to release either orally, or in writing, any appropriate data with respect to the Consulting Contractor’s firm offering this Proposal.
5. The undersigned has been specifically authorized to issue a contract in full compliance with all requirements and conditions as set forth in this Request for Proposal.
6. If this Proposal is accepted, contracts will be issued as negotiated in a format acceptable to the CCSO in form and content.
7. Each Proposal submitted by the Proposer shall contain this form with the **original** signature of authorized representative.

Name of Firm

Signature of Authorized Representative

Type or Printed Name of Authorized Representative

Title Date

FORM 3A INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS

LAST NAME, FIRST NAME, MIDDLE NAME			OFFICE POSITION HELD
MAILING ADDRESS			AGENCY
CITY	STATE	ZIP	ADDRESS OF AGENCY

WHO MUST FILE THIS STATEMENT

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, Florida Statutes and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), Florida Statutes (1983) provides certain limited exemptions to the above referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. This form has been promulgated by the Commission on Ethics for such disclosure, if and when applicable to a public officer or employee.

INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS (Required by 112.313(12)(b) Fl. Stat. (1983))

1. The competitive bid to which this statement applies has been/will be submitted to the following government agency:		
2. The person submitting the bid is: Name	Position	
3. The business entity with which the person submitting the bid is associated is:		
4. My relationship to the person or business submitting the bid is as follows:		
5. The nature if the business intended to the transacted in the event that this bid is awarded is as follows:		
a. The realty, goods and/or services to be supplied specifically include:		
b. The realty, goods and/or services will be supplied for the following time: _____		
c. Will the contract be subject to renewal without further competitive bidding? ____ Yes ____ No if so, how often? _____		
6. Additional comments:		
7. Signature	Date Signed	Date Filed
<p>FILING INSTRUCTIONS</p> <p>If you are a state officer or employee required to disclose the information above, please file this form with the Secretary of State at the Capital, Tallahassee, Florida 32301. If you are an officer or employee of a political subdivision of this state and are subject to this disclosure, please file The statement with the Supervisor of Elections of the county in which the agency in which you are serving has its principal office.</p>		
<p>NOTICE: UNDER THE PROVISIONS OF FLORIDA STATUTES #112.317 (1983), A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$5000.00</p>		

REFERENCES

Proposer shall submit as a part of the proposal package, business references with name of the business, address, contact person, and telephone number that have utilized the services being proposed to the CCSO, including comparable public entities. The CCSO reserves the right to contact any of the personnel of the references provided.

Name: _____

Name: _____

Address: _____

Address: _____

Contact: _____

Contact: _____

Telephone No.: (____) _____

Telephone No.: (____) _____

Name: _____

Name: _____

Address: _____

Address: _____

Contact: _____

Contact: _____

Telephone No.: (____) _____

Telephone No.: (____) _____

Name: _____

Name: _____

Address: _____

Address: _____

Contact: _____

Contact: _____

Telephone No.: (____) _____

Telephone No.: (____) _____

COST/FEE SCHEDULE PROPOSAL

EVENT	\$ CHARGES	PERIODICITY
A. Bank Service Fees, paragraph 5.2.1.4.10		
1. Account Maintenance		
2. Deposit Administration fee		
3. Electronic debits		
4. Electronic credits		
5. Checks paid-debits		
6. Deposits-credits		
7. ZBA transfer credits		
8. ZBA transfer debits		
9. ZBA master maintenance		
10. ZBA sub acct maintenance		
11. Items deposited on US		
12. Items deposited local		
13. Items deposited regional		
14. Items deposited other fed		
15. Branch deposit per \$100		
16. ACH debit transact		
17. ACH credit transact		
18. Online access reporting		
19. Online access current day info reporting		
20. Online access previous day information		
21. Online alerts module		
22. Online user fee		
23. Online stop payment (paragraph 5.2.1.4.7)		
24. Online monthly maintenance		
25. Online ACH maintenance fee		
26. Supplies (paragraph 5.2.1.4.13)		
27. Other fees/expenses; List/Details		
B. Account Reconciliation (paragraph 5.2.1.4.6)		
C. Clay County Sheriff's Office Earnings		
1. Interest Earnings, paragraph 5.2.1.4.4		
2.		
3.		

**CCSO REQUEST FOR PROPOSAL
PROPOSAL COMPLETENESS CHECKLIST**

The following checklist is a summary of the submission requirements for the RFP Documents. The firms can utilize this checklist to ensure the completeness of its Proposal. Specific requirements and information associated with this checklist are included in Section 2 of this RFP. The Firm shall submit its information in the order outlined by the checklist and reference each submission item in its Proposal to the corresponding subsection number of the RFP. This checklist may not be all inclusive of the information required as part of this RFP; therefore the firm shall refer to the sections of this RFP to satisfy itself that all of requirements for submission have been addressed.

- Proposal received at the office of the Purchasing Section (Proposals electronically transmitted by FAX, E-mail, etc., are not acceptable).
- Proposal sets enclosed in a single, sealed package with the following information on the envelope face:
 - Addressed to Purchasing Section, Clay County Sheriff's Office, 901 North Orange Avenue, Green Cove Springs, Florida 32043
 - Title of RFP
 - RFP number
 - Name of Firm,
 - Business address of Firm,
 - Telephone Number, and
 - FAX Number.
- Four (4) completed sets of the Proposal included (1 original and 3 copies).
- Cover sheet of each Proposal set shall include:
 - Title of RFP
 - RFP number
 - Firm name,
 - Business address of Firm,
 - Firm telephone number,
 - Firm FAX number,
- All text of Proposal is on 8.5 x 11 size paper with typeface not less than 10-point type.
- Original cover letter of understanding and interest stating:
 - Title of RFP
 - RFP number
 - All information submitted in support of the RFP is accurate and factual,
 - If selected, the Firm commits to carry out the project,
 - Firm is prepared to meet the required insurance, financial, and performance guarantees,
 - Signed and dated by the officer of the Firm empowered to commit the Firm to the obligations contained in the Proposal.
- Project descriptions for 3 projects, completed by members of the Firm within the last 3 years, relevant to the proposed CCSO project. (At the Firm's option, projects that are currently in the development

and/or construction stage can also be included in addition the 3 completed projects). Each project description shall include the following, in the same sequence as listed:

- Name, address, and phone number of a contact/reference, (these references may be contacted by the CCSO).
 - Performance guarantees provided by the Firm.
 - Costs of the projects.
 - Information concerning major equipment types, installation, operation, and suppliers.
 - Proposed and actual project schedules.
 - Any unique problems, the approach to resolve these problems encountered, and address all phases of the project, including permitting, bidding, award, design, and construction.
 - At the Firm's option, projects that are currently in the development and/or construction stage can also be included in addition to the three (3) completed projects.
 - Statement as to whether projects were completed within contract time frame and within budget, projects not completed on time or within budget should be explained.
 - A description of any judgments, claims, arbitration proceedings or suits pending or outstanding against the organization or its officers.
 - A description of any lawsuits filed or arbitration requested with regard to construction contracts within the last 5 years.
- Firm profile including all of the following:
 - Name,
 - Principal business address,
 - Principal business contact,
 - Original letter of understanding and interest (specifics previously described).
 - Form of business (corporation, partnership, joint venture, etc.),
 - Names of partners or officers,
 - If a corporation, date and state of incorporation,
 - If partnership or joint venture:
 - Date of agreement specific to this project,
 - List of major firms or joint venture members
 - Identify assignments of legal or financial liabilities or responsibilities.
 - If Firm is a partially or fully owned subsidiary, identify parent firm and relationship with parent corporation.
 - Resumes of key personnel.
 - Letters of Reference from previous, similar customers and projects, preferably at least 3.
 - Project Approach
 - Cost projections and Preliminary Project Schedule for the conductance of the entire project.
 - The following financial information shall be submitted for each Firm:
 - Statement committing Firm to provide a certificate of insurance in the RFP for the proposed project.
 - Documentation based on the submitted cost estimate, that the Firm/Guarantor can deliver bid, construction performance, and payment bonds as security for the faithful performance and payment of all his obligations under the future contract documents.