



Town of Lake Placid

Request for Proposal
For
Banking Services

Deadline for Proposals

Friday, December 2, 2022 2:00pm

RFP# LP2022-04 RFP Banking Services.pdf

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1.0 INTRODUCTION:

1.01 REQUEST FOR PROPOSAL:

The Town of Lake Placid invites qualified financial institutions (“Bank”), as described in the download pdf RFP-2022-04 document, to submit proposals to provide “Banking Services” as specified in this document. The term “Bank” means a financial institution which provides commercial banking services. The Town of Lake Placid also extend the pricing and terms of this RFP entered into by other governmental entities.

1.02 PURPOSE OF REQUEST:

The intent of this Request for Proposal (“RFP”) is to select one (1) “local” bank, having a full service office located within the Town of Lake Placid, to provide “Banking Services”. Services would require several accounts and other banking capabilities as outlined in this RFP. The Town is under no obligation to contract for any services provided for in this RFP and shall reserves the right to establish accounts with other banks as necessary to expedite the clearing of deposits.

The objective of the Town is to secure the most efficient and effective banking services while maintaining sufficient liquidity and protection of the Town’s funds. The Town may award a contract to the best service provider with innovative ideas, which may not be the low Respondent. The Town reserves the right not to award some or all of the services contemplated herein.

1.03 DEFINITIONS: The following definitions apply throughout this RFP:

- A. “Checks” and “Warrants” are synonymous.
- B. “Fiscal Year” means October 1 of any given year through September 30 of the following year.

2.0 PROPOSAL PROCEDURES:

2.01 SUBMITTAL INSTRUCTIONS:

- A. The Town will receive proposals for banking services **until Friday, December 2, 2022 2:00pm**. If a proposal is sent by U.S. Mail or other delivery medium, the proposer shall be responsible for its timely delivery to the Town (1069 US Hwy 27 N, Lake Placid, FL 33852). **Any proposal received after the stated time and date will not be considered and will not be opened.**
- B. **Three (3) signed copies and one electronic copy on flash drive** of the proposal are to be sealed in one package and clearly labeled “Proposal for Banking Services” on the outside of the package. Also labeled on the outside of the package shall be the legal name, address, proposer’s contact person and telephone number.
- C. Proposals may be withdrawn by notifying the Town at any time prior to the time set for the proposal deadline. Proposals may be withdrawn in person or through an authorized representative. Proposals, once opened, become the property of the Town and will not be returned to the proposer.

D.

The proposal shall be delivered to: **Town of Lake Placid
Town Clerk Eva Cooper-Hapeman
1069 US Hwy 27 N
Lake Placid, Florida 33852**

RE: Banking Services

2.02 PROPOSAL RESPONSES:

- A. All proposals must be submitted on the standardized “Proposal Quotation Form for Banking Services” presented in Attachment 1 and accompanied with Attachment 2. Supporting material may be provided to further explain items in the proposal.
- B. All proposals are to be clearly index and all supporting materials and responses are to reference in the section of the Request for Proposal to which the response pertains.
- C. All costs directly or indirectly related to the preparation of this RFP or any other presentation required by the Town to clarify items in this proposal shall be borne solely by the proposer.

2.03 QUESTIONS REGARDING RFP:

To be equitable, all questions regarding the RFP shall be directed to **Phil Williams, Town Administrator in writing via email at lakeplacidgov@gmail.com**. All potential proposers are encouraged to check the website for updated information.

2.04 TIME SCHEDULE (PROPOSED):

- A. The Town plans to use the following schedule which should result in the timely selection of a bank:

October 7, 2022	Post Request for Proposal
December 2, 2022	All sealed proposals must be delivered to the Town Clerk, no later than 2:00 p.m.
December 12, 2022	Tentatively the Town Administrator will make recommendation to Council – Finalists may be called for presentations
	Council approves transfer of funds dependent on December 12th decision
January 4, 2023	Implementation date for contract dependent on December 12, 2022
January 4, 2023 thereafter	Transfer of funds begins and ends dependent on December 12, 2022

- B. The Town, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the Town to do so. Every reasonable attempt of notification of changes to the time schedule will be posted on the Town’s website.

2.05 SELECTION CRITERIA:

This invitation for banking services complies with applicable Town policies and State Statutes. The selection of an institution may be made without discussion with the proposer after proposals are received, therefore proposals should be submitted on the most favorable terms.

- A. Each of the following criteria will be considered singly and summative to evaluate proposals and to make a recommendation:
 - 1. The completeness and clarity of the response to all required items on the standardized Proposal Quotation Form.
 - 2. The cost of banking services and supplies.
 - 3. The proposed earnings rate on overnight cash balances.
 - 4. The ability and desire of the bank to provide services.
 - 5. The availability of deposits.
 - 6. The experience of bank officials, including continuity of service, who have been identified as primary contact personnel.
 - 7. The demonstrated ability of the proposer to service high volume multimillion dollar accounts and provide services requested.
 - 8. Any other criteria the Town Administrator or Council deems appropriate.
 - 9. The Town reserves the right to reject any or all proposals or to negotiate provisions of the final contract with a qualified proposer.

2.06 MINIMUM QUALIFICATIONS:

- A. All proposers must be a qualified public depository as defined in Chapter 280, Florida Statutes. A copy of the Certificate of Qualification issued by the Office of the State Treasurer must be included in the proposal. In the event the qualified public depository has entered into an Alternative Participation Agreement, a copy of the agreement designating the percentage of collateral must be attached to the response. All proposers shall be covered by the contingent liability protection under the Public Deposit Program.
- B. The financial institution must be a member of or have direct access to the services provided by the Federal Reserve System.
- C. Each account must be insured for the maximum amount of insurance, by way of the Federal Deposit Insurance Corporation (FDIC).
- D. The bank must guarantee immediate credit on all incoming wire transfers and U.S. Treasury checks upon receipt and all other checks based on the bank's published availability schedule. The Bank should specify in their proposal their deposit requirements and commercial and retail deposit locations, including night deposit services and procedures.
- E. Standard disbursing services for all accounts are required to include the payment of all checks upon presentation.

- F. The Town requires an automated PC-based reporting system for access to the closing ledger and available balances. Stipulate the time at which the access is available and describe the system to be used. Reporting should include balance and detail reporting. Samples of the reports are to be included in the proposal.
- G. If the Town chooses, the bank will be responsible for automatically sweeping the balances in all accounts daily to an investment option (money market fund, cd, etc.). Describe the sweep options and, if a money market Account is used, provide a prospectus.
- H. The institution must have at least five (5) years of successful experience in providing the “Banking Services” as requested in this RFP. The Town may also consider the number of successful years experience in Lake Placid.
- I. Proposers must provide a copy of the bank’s latest financial statement including the auditor’s unqualified opinion and appropriate notes to the financial statements.
- J. To assure a collective working relationship, to facilitate available services, and to support local business, the Town may give priority to those banks with full-service capabilities within the Town limits. Any required statement regarding equal opportunity and affirmative action should be included if required/desired. The proposal submitted will become part of the final contract.
- K. The selected banking institution will be required to maintain these minimum qualifications during the full term of the banking contract. Failure to maintain these minimum qualifications can result in termination of the contract.
- L. TECHNOLOGY - Only Banks that utilize a web-based system shall be considered. The Bank shall provide a secure web-based solution that will allow the Town online access to all Town bank accounts. The system will allow the Town to communicate with the Bank, download and archive information, provide daily reporting, execute stop payment orders, perform internal and external wire transfers, and access detailed ACH information.

2.07 REFERENCES:

In order to establish that the bank, which is awarded a contract for the Town’s banking services, is capable of handling the accounts; proposers should provide a list of names, addresses, contact persons and telephone numbers of at least five (5) business customers of similar size and operational complexity to the Town.

3.0 SCOPE OF BANKING SERVICES:

3.01 VOLUME OF WORK:

No warranty or guarantee is expressed or implied as to the types or quantities of services that may actually be required. The quantities and amounts stated in this request for proposal are based on historical data and are provided for size and cost comparison.

3.02 SUMMARY OF BANK ACCOUNT ACTIVITY:

The bank is to provide a master consolidation account and zero balance accounts from which daily balances and detail reporting is available. The Town's current account structure contains the following accounts:

A. GENERAL OPERATING ACCOUNTS:

- (1) The Town's operating account of pooled cash will be used for depositing receipts of the General Fund and other various funds of the Town. Major revenues from the State of Florida are deposited directly to the bank. Ad valorem tax receipts and refuse collection for residential customers are deposited directly into this account by the County Tax Collector's office.
 - i. The operating pooled cash account will regularly be used for payment to Town vendors by computerized check.
 - ii. The Operating Account may regularly be used for automatic draft to vendors.
 - iii. The average balance is approximately \$6,500,000.
- (2) The General Account has a Money Market Reserve account with a balance of more than \$1,302,000. This account consists of operating funds left over at year-
- end. (3) The General Fund has four small accounts to reflect committed funds.
 - i. Police trust fund
 - ii. General recording fund
 - iii. Lake June Complex Capital Imp. Fund
 - iv. CDBG with an average balance of 0.00
- (4) The General Fund has three certificates of deposits:
 - i. Certificate of deposit: Money Market Account
 1. CD balance \$25,000.00 Rate 1.00% Maturity date 11/05/2025
 2. CD balance \$16,530.81 Rate 0.80% Maturity date 02/16/2025
 3. CD balance \$19,806.11 Rate 0.80% Maturity date 02/16/2025

PAYROLL:

- (5) Payroll is a component of the General Operating Account. The Town is on a weekly (52) and bi-weekly (26) payroll schedule with approximate 62 employees. An additional check run may be processed to cover payroll changes.
 - i. At this time employees are paid by direct deposit. Only a few employees receive an actual check.

A. ENTERPRISE ACCOUNTS:

The Town maintains separate bank account for each enterprise activity.

- (1) Water Fund has two bank accounts.
 - i. Operating Account: Checking Account (Water Systems)
 1. This account consists of revenue received from Water services.
 2. This account maintains an average balance of approximate \$1,500,000.

- iii. Restricted Capital Account: Checking Account (Water/Sewer Capital Improvement Account)
 - 1. This account consists of revenue from impact fees and operating funds left over at year-end.
 - 2. This account maintains an average balance of approximate \$1,200,000.
- (2) Sanitation Fund has one bank account. (Sanitation Account)
 - i. Operating Account: Checking Account
 - 1. This account consists of revenue received from garbage and brush pickup.
 - 2. This account maintains an average balance of approximate \$80,000.
- (3) Sewer Fund has two bank accounts. (Sewer Account)
 - i. Operating Account: Checking Account
 - 1. This account consists of revenue received from wastewater services.
 - 2. This account maintains an average balance of approximate \$150,000.
 - ii. Restricted Account: Checking Account. (Loan Repayment Account)
 - 1. This account consists of an operating transfer of funds to cover two major loans with the Florida Department of Environmental protection.
 - 2. This account maintains an average balance of approximate \$131,000
 - 3. The payments are required to be made via wire transfer on a semi-annual basis. A payment is due in February, December, June and August.
- (4) The Cemetery Fund has a total of three bank accounts.
 - i. Operating Account: Checking Account
 - 1. This account consists of revenue received from cemetery plot sales.
 - 2. This account maintains an average balance of approximate \$236,000.
 - ii. Money Market Account (Cemetery Trust Account)
 - 1. This account consists of reserves funds produced by perpetual care fees.
 - 2. This account maintains an average balance of approximate \$157,000.
 - iii. Money Market (Cemetery Reserves)
 - 1. This account consists of operating funds left over at the end of the fiscal year.
 - 2. This account maintains an average balance of approximate \$72,000.

3.03 BANK STATEMENTS:

- A. The cut-off date for statement purposes, for all Town accounts, will be the last day of each calendar month. Statements must be received by the Town within seven (7) banking days following the cut-off date. In addition, the Town reserves the right to receive interim statements or to change the cut-off date should the need arise.
- B. Currently, the Town manually reconciles all bank statements with Town records. However, this proposal can include the cost to provide bank reconciliation services.
- C. Bank statements shall, at a minimum, show copies of checks sorted numerically. Banks may provide information on any alternative record-retention methods.

3.04 ONLINE BANKING:

Town staff shall have secure online access to perform all routine transactions, such as balance inquiries and bill payments.

3.05 INTEREST EARNED ON COLLECTED FUNDS:

All collected balances in the Town accounts shall be in an interest-bearing account, which shall be collateralized according to Chapter 280, Florida Statutes. The collected funds in these accounts shall be invested each month at a rate of (per bid) basis points more/less and tied to the Federal Funds Rate. The proposer is to indicate their rate offer in the Proposal Quotation Form (Attachment 1).

3.06 WIRE TRANSFERS:

The Town currently generates approximately four outgoing wires each year. A standard wire transfer agreement will be executed with the bank. This proposal should include a copy of your standard transfer procedures and wire transfer agreement. The Town requires adequate security provisions and procedures. If the wire transfers requests are available on line, full information should be submitted detailing the use.

The Bank shall be willing to enter into a Money Transfer Authorization Agreement and provide wire transfer services to the Town upon request in writing or on-line with the following specific requirements:

- A. Outgoing wire transfer orders must be accepted by the Bank (for same-day transmittal) unless a different date is indicated.
- B. The Bank shall be liable for its failure to timely post incoming wire transfers or transmit outgoing wire transfers. The Bank shall pay the Town for any loss of income or costs incurred.
- C. The Bank shall follow-up on incoming and outgoing wire transfers to the full extent of its authority.
- D. Town staff shall have online access to wire transfers or have access to verify online wire transfers.

3.07 INTRA-BANK TRANSFERS:

The following requirements pertain to Intra-Bank Transfers: Town staff shall have online access to transfer funds from one account to another.

3.08 STOP PAYMENTS:

Stop payment orders can be imitated by means of a telephone conversation, in writing or on-line to the bank. When stop payment orders are placed by Town staff, the Bank will immediately inform the Town if the check has been cashed. If not cashed, the Bank will forward confirmation of the stop payment. Cancellation of a stop payment order will be processed in the same manner as the stop payment order. All checks paid by the Bank after the above procedure has been adhered to will be the responsibility of the Bank.

3.09 ACCOUNT ANALYSIS:

An analysis showing the combined activity in the Town accounts for the calendar month shall be delivered to the Town within seven (7) banking days after the close of each calendar month. The analysis is to contain the name of the accounts, account numbers, the date of preparation, the period covered, the average Bank ledger balance using full calendar days each month, the average uncollected balance and the average collected balance.

The analysis shall itemize the services provided, the items and volume processed, unit charges, extended totals and total of all charges. Titles such as "OTHER" or "MISCELLANEOUS" are not to be used in the analysis and will not be accepted by the Town since they do not adequately identify the services provided.

A sample account analysis format must be provided as part of the proposal. Samples of monthly statements should also be provided.

3.10 BANK SUPPLIES:

The Bank will propose its charge to provide checks, deposit tickets, money bags for normal deposits, security sealed money bags for night deposits and any other proposed supplies. The Town reserves the option of purchasing supplies from another vendor should it so desire.

3.11 CREDIT CARDS:

The Town will be transferring credit card services to the proposer. The response to this RFP must include credit card rates and fees for a minimum credit card balance of \$10,000.

3.12 LOANS (CAPITAL PROJECTS)

Future capital loans may be requested with opportunities for competitive or low rates. The response to this RFP should include approximate rates and fees.

3.13 BANK EQUIPMENT

The Town currently receives a high volume of personal and business checks and utilizes remote depositing capture.

- A. Remote depositing capture and/or alternatives for remote depositing must be included in the response to the RFP.
- B. Pricing for depositing capture and/or alternatives for remote depositing must be included in the response to the RFP.

3.14 OTHER SERVICES

The Town is interested in obtaining service and cost information on additional services for possible use during the contract period. These services are not required but will be evaluated in terms of availability, feasibility, service levels, service providers and cost. The Town will make its determination after receipt

of proposals as to whether a service will be used. If the service is accepted later in the contract period the services and charges stipulated in the proposal will be applied.

- A. Lockbox Services - The Town may choose to utilize lockbox services for certain revenue collections. Describe the service including the lockbox location and a full description of the service.
- B. New Services - If new services become available and are provided during the period of this contract, they will be charged at the bank's then published rate.

OTHER REQUIREMENTS:

4.01 REQUIRED FINANCIAL INSTITUTION INFORMATION

All banks must provide, as part of the proposal:

- A. Audited financial statements for the most recent fiscal year,
- B. Copy of the current call report, and
- C. Statement regarding any recent or foreseen merger or acquisition.

4.02 DESIGNATED BANK CONTACT PERSONNEL:

The proposer shall designate an account executive to coordinate the account services and expedite the solution of any problem. A trained and competent backup for the account executive, familiar with the account, should be assigned in the proposal. Stipulate the name and a brief biography of the account executive to be assigned to the Town's account. Please indicate the contact information for personnel that are stationed in the local Lake Placid bank.

- A. Bookkeeping
- B. Head Teller
- C. Wire Transfers/Intra-Bank Transfers
- D. Availability of Funds
- E. Data Processing Center

4.02 DESIGNATION OF SPECIFIC TOWN PERSONNEL:

Notwithstanding provision elsewhere, the Town will identify to the selected bank the names and signatures, where applicable, of persons who are authorized to provide instructions for Wire Transfers, Intra-Bank Transfers, investments, safekeeping and other services. In addition, the Town will provide the names and titles of individuals who have authorization to process stop payments and inquire into bank balances.

4.03 WRITTEN CONTRACT AND DURATION:

It is intended that the term of the Contract for "Banking Services" will be three (3) years **beginning January 4, 2022**, SUBJECT TO ANNUAL COMPLIANCE AND SERVICE EVALUATIONS FOR CONTINUANCE INTO ENSUING YEARS. The Town also reserves the right to extend the contract for an additional three (3) one-year terms if it so desires. The contract shall contain specific provisions

that will fix all prices, rate determinations, time schedules and services for the term of the Contract. The Bank shall have the right to review and approve the Contract prior to its presentation to the Town for approval. The Town may terminate the Contract at any time by giving written notice to a representative of the Bank at least six (6) months prior to the effective date of termination. The Bank may terminate the contract at any time by giving written notice to an authoritative representative of the Town at least one (1) year prior to the effective date of termination. If the Bank exercises its option for early termination, the Bank shall be prohibited from submitting subsequent banking services proposals for five years.

AMERICANS WITH DISABILITIES ACT

In accordance with the Americans with Disabilities Act, persons needing a special accommodation to participate in this Request for Proposal should contact Phil Williams, Town Administrator, not later than seven (7) days prior to the proceeding, via e-mail at lakeplacidinfo@gmail.com or via phone (863) 699-3747.

ATTACHMENT 1

**TOWN OF LAKE PLACID
PROPOSAL QUOTATION FORM FOR
“BANKING SERVICES”**

BANK NAME: _____
CONTACT: _____
TITLE: _____
TELEPHONE: _____
FAX NO: _____
EMAIL ADDRESS: _____

SECTION A – BANKING SERVICES: In the form below, please indicate the estimated costs for services. If there are no charges associated with a particular service, please place a \$0.00 in the space provided. To accurately evaluate total fees, please indicate any additional costs that may not be specifically listed in the blanks following each group of services.

BASIC SERVICES:	ESTIMATED MONTHLY VOLUME	RATE	TOTAL COST
ACCOUNTS			
DEPOSITS			
ELECTRONIC CREDITS			
ELECTRONIC DEBITS			
ITEMS PAID (PAPER CHECKS)			
FDIC INSURANCE			
ACH SERVICES:			
CHARGE FOR ACH SERVICE			
ACH FILES TRANSMITTED			
ACH ITEMS IN THOSE FILES			
ACH NOTIFICATIONS			
CASH SERVICES:			
DEPOSITS ITEMS RETURNED			
CHANGE ORDERS			
ON-LINE SERVICES:			
ACCESS MAINTENANCE			
ON-LINE STOP PAYMENTS			
TRANSFER FUNDS			
WIRE TRANSFERS			
TOTAL ESTIMATED COSTS FOR SERVICES:			\$ _____

SECTION B - INTEREST RATES:

1. The rate which will be paid on collected funds (as defined in Section 3.04) will be determined as:
 - a. Unadjusted from the average weekly Federal funds rate (check if applicable) _____, or
 - b. Average weekly Federal funds rate plus _____ basis points, or
 - c. Average weekly Federal funds rate minus _____ basis points.
2. If the Bank's proposal is to calculate interest using a Sweep or some other investment arrangement, please attach the following:
 - a. A description of how the investment will be collateralized.
 - b. A description of how interest is calculated.
 - c. A schedule showing what the interest rate(s) were for this investment for the months January through December 2019.
3. Percent reserve requirements on investments _____ %.
4. Please attach a statement describing how earnings credit rates are calculated, and a schedule showing the earnings credit rates for January through December 2019.

SECTION C - OTHER SERVICES:

Describe any other services that your bank may be able to provide the Town to enhance our banking experience on a separate page.

SECTION D - STATEMENT OF CAPABILITY:

BANK NAME: _____

ADDRESS: _____

TOWN, STATE, ZIP: _____

TELEPHONE AND FAX: _____

Our bank can comply with all aspects of the Town's banking services requirements: YES or NO
If no, list all exceptions on a separate page.

I attest to my authority to submit this Proposal and to bind the Bank herein named to perform as per Contract, if the Bank is awarded the Banking Service Contract by the Town of Lake Placid. This Proposal is good for ninety (90) days.

Signature of Bank Officer Date

Signature of Witness Date

Name and Title of Above

Name and Title of Above

TOWN OF LAKE PLACID
ADDITIONAL INFORMATION FOR
“BANKING SERVICES”

1. Fraud

Describe the features that are in place to deter online banking fraud or threats. The proposal should describe any cost assumed or implied to the Town.

2. Direct Deposit (Payroll):

Describe the requirements and deadlines for payroll transactions. The proposal should indicate when funds will be available in participating banks.

I. How many day(s) in advance is needed to ensure timely processing?

II. What is the file type or file requirement?

3. Remote Deposits (Bank Deposits):

Describe the requirements and deadlines for remote transactions. The proposal should indicate when funds will be available for outstanding check, outstanding wires or pending transactions.

I. How many day(s) in advance is needed to ensure timely processing?

II. What is the file type or file requirement?

4. Bank Draft (Utility Payments):

Describe the requirements and deadlines for bank/automatic drafts. The proposal should describe the process and charges (per item or per group of items) for utility automatic drafts.

i. How many day(s) in advance is needed to ensure timely processing?

ii. What is the file type or file requirement?

Town of Lake Placid Request for Proposals (RFP)

General Conditions

The Town of Lake Placid is seeking sealed bid proposals for banking services.

General Conditions

1. Written, manually signed, and sealed bid proposals will be received at 1069 US Hwy 27 N, Lake Placid, FL 33852. Neither dating of the proposal nor placing the proposal in the mail by the specified date will meet the requirements. To be considered responsive, bid proposals must be signed, delivered and received by the Town of Lake Placid on or prior to the date and time specified. Bid proposals not signed and received timely will not be opened and will not be considered for award.
2. The Town reserves the right to waive minor irregularities, mistakes or to reject any and all bid proposals or any part of any and all bid proposals or to contract as deemed in the best interest of the Town.
3. All bid proposals shall contain a manual signature, in the space provided, of a person authorized to contractually obligate the contractor submitting the proposal. No erasures are permitted. Mistakes may be corrected by crossing out mistakes and inserting corrections adjacent to or above the crossed-out mistake. The person signing the bid proposal must initial corrections in ink.
4. Any addenda determined to be necessary will be in response to written questions or concerns directed to the Town Administrator. Responses will be posted on the Town's website at <http://www.lakeplacidfl.net>.
5. **Fiscal Funding:** In the event the effective dates of any contractual agreement awarded by the Town as a result of this RFP extend beyond October, it will be understood that purchases or services performed in the next fiscal year are conditional on the receipt of State or Federal funds. In the event of discontinuance or a decrease in State or Federal funds, the Town reserves the right to change the item identification, decrease the quantities or service(s) provided, delete items or cancel the contract with no harm accruing to the Town.
6. Any contractual agreement or purchase order resulting from the RFP issued by the Town will be in Lake Placid, State of Florida.
7. Venue for all legal action regarding or arising out of any transaction resulting from the RFP will be in Lake Placid, State of Florida. If any action at law is brought to enforce or interpret the provisions of any agreement resulting from this RFP, the prevailing party shall be entitled to reasonable attorney's fees in addition to any

other relief to which that party may be entitled. The court may set the attorney's fees in the same action or in a separate action for that purpose.

8. By executing and submitting a bid proposal in response to the RFP, the contractor is certifying that their bid proposal is made without prior understanding, agreement or connection with any other vendor submitting a proposal for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. The vendor, by signing their proposal, certifies their knowledge that collusive bid practices is a violation of Federal law and can result in fines, prison sentences and civil damages awards.
9. **Conflict of Interest:** In accordance with Chapter 112, Florida Statutes, all contractors submitting a proposal in response to the RFP must disclose with their proposal the name of any owner, officer, director or agent who is also an employee of the Town or affiliate thereof. Furthermore, all vendors or contractors responding must disclose the name of any TOWN employee who owns directly or indirectly any interest greater than 1% in the proposer's firm or any of its branches or divisions.
10. Bid proposals must be submitted on the forms provided and in accordance with the conditions set forth in this RFP package. The bid proposal form must be signed by the owner or by an officer or an agent authorized to sign for the contractor in the place designated. If not properly signed, the bid proposal will be considered non-responsive.
11. In submitting a proposal in response to the RFP, the contractor submitting the proposal agrees not to use the results thereof as a part of any commercial advertising.
12. The Town does not pay Federal excise or Florida sales and use tax. Do not include these taxes on any invoices. A copy of the applicable tax exemption certificate can be provided. However, this exemption does not apply to contractors who purchase tangible personal property for use in the performance of contracts of, or improvements to Town- owned real property as defined in Chapter 192, Florida Statutes. A state sales and use tax exemption certificate will be furnished upon request.
13. Contractual agreements may be canceled at any time for any reason with 30 days notice to the vendor unless otherwise stated specifically in the RFP.
14. **Withdrawal of Competitive Sealed Bid:** A competitive sealed bid that is clearly erroneous may be withdrawn before or after a contract is awarded. An awarded contract may be cancelled because of an error if the Town is notified in writing in a timely manner.

No changes in bid prices or other bid provisions are prejudicial either to the best interest of Town or to fair competition shall be permitted.

15. Price proposals for all goods or services shall be quoted **FOB Destination** unless stated otherwise as a special condition.
16. Any contractual agreement for goods or services resulting from the RFP may be renewed on a yearly basis. Renewal of a contractual agreement for goods or services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contractual agreement. Renewals shall be contingent upon satisfactory performance evaluations by the Town and upon consent of both contracting parties.
17. The Town requires that all orders for goods or services resulting from this or any RFP issued by the Town be in response to the Town **Purchase Order** issued in advance of shipment of any goods or services performed. Goods or services delivered prior to the issuance of a Town purchase order are not the responsibility of the Town.
18. All goods or services provided or performed under the terms of a Town purchase order or contractual agreement shall comply with the requirements and standards specified in the Occupational and Health Act (OSHA) of 1070 (public law 91-596).
19. Contractors shall submit invoice(s) for goods supplied or services rendered under this or any contractual agreement with the Town. The invoice(s) must reference a valid Town purchase order or Town RFP Number. The invoices shall be mailed or delivered to the Town of Lake Placid, Attention: Accounts Payable, 1069 Us Hwy 27 N, Lake Placid, FL 33852. Under normal circumstances, payment of approved invoice(s) will be made within 30 days from either the receipt of the goods or services or the receipt of a satisfactory invoice, whichever occurs last. Payment will be made by the Town after the goods or services have been received and found to comply with award specifications and are free of damages or defects.
20. The Town specifically reserves the right to reject any conditional proposal. Any special conditions the contractor requests to be considered by the Town and made a part of their proposal must be submitted in writing on the bid proposal form and must be initialed by the person signing the proposal.
21. An award leading to the execution of a contractual agreement or the issuance of a Town purchase order will be contingent on the qualifications of the contractor submitting the proposal; how closely the proposal follows the specifications set forth in the Town documents; the detail and clarity of the proposal submitted as well as the prices quoted for the goods or services.
22. In accordance with Florida Statutes, Chapter 287, other Town, other Town or county governments, community colleges, or the state university system with vendor approval are permitted to purchase goods or devices at unit prices quoted in response to the RFB issued, accepted and approved by the Town.
23. **Drug Free Workplace Certification:** In case of identical tie bid proposals, preference will be given to contractors who have a drug free work place program as prescribed in Section 287.087, Florida Statutes. Whenever two or more bid proposals which are equal in respect to price, quality and service are received by the Town for the procurement of goods or services, the bid proposal received from a contractor who certifies by signing their proposal submitted in response to this RFP that it has implemented a drug free workplace policy will be given preference in the award process for this RFP.
24. **Anti-discrimination:** The contractor submitting a proposal in response to this RFP certifies by signing the proposal submitted that they or it is in compliance with the non-discrimination clause contained in Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.
25. **Public Entity Crimes:** A person or vendor who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid proposal to provide any goods or services to a public entity, may not submit a bid proposal to a public entity for the construction or repair of a public building or public work, may not submit a bid 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 Category II threshold amount provided in section 287.017, Florida Statutes for a period of 36 months from the date of being placed on the convicted vendor list.
26. **Right of Protest:** Any person or contractor who is adversely affected by a decision or an intended decision by the Town may write a letter to the Mayor

Town Council and the facts and law upon which the protest is based.

27. **Debarment, Suspension and Other Responsibility**

Matters: As required by Executive Order 12549, Debarment and Suspension, implemented at 34 CFR, Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR, Part 85, Section 85.105 and 85.110, by signing their proposal submitted in response to the RFP, the vendor or the owner, officer or authorized agent certifies:

- (1.) That it or its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal debarment agency.
- (2.) Have not within a three year period preceding this RFP been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining or attempting to obtain; or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- (3.) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, state or local) with commission of paying Federal funds or will pay Federal funds by or on behalf of the vendor, contractor or entity to any person for influencing or attempting to influence an officer or employee of an agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with the making of any Federal grant, the entering into any Federal grant or cooperative agreement.
- (4.) Have not within a three-year period preceding this RFP had one or more public transactions (Federal, state or local) terminated for cause or default. Where the contractor is unable to certify to any of the statements in the debarment, suspension and other responsibility matters of certification, the contractor or entity will attach an explanation to their proposal to this RFP.

31. Should the Town omit anything from this RFP package that is necessary for a clear understanding of the scope of work or should it appear that various instructions are in conflict, the contractor shall secure written clarification from the Town Administrator prior to the time and date set for the public opening of the proposals.
32. The issuance of these RFP documents does not constitute an obligation against the Town. This RFP may result in an agreement with the selected contractor to sell or provide to the Town the goods or services at the prices set forth in the contractor's proposal in response to this RFP. The acceptance of the agreement by the Town will be based on the subsequent issuance of a Town purchase order by Town staff or by the execution of a contractual agreement between the selected contractor and the Town.
33. All sheets, enclosed, included, attached, addenda or amendment, issued will be considered a part of this RFP packet.
34. Any Special Condition(s) contained herein, which may be in conflict with General Condition(s), will have precedence.
35. Bid tabulations sheets will be available for review at Town office. Unsuccessful bidders will not be mailed notification of the decision or the intended decision unless a self-addressed stamped envelope is included with the bid proposal.
36. Any contractor responding to this RFP issued by the Town, by their signature or signature of a person authorized to sign on their behalf, are agreeing to and will comply with all of the terms, conditions, requirements, instructions, evaluation and award process of this RFP or any terms, conditions, requirements, instructions, evaluation or award process that are implied within.
37. **Worker's Compensation Insurance:** Please be advised that contractors or contractor employees assume all risks while on any Town property. Town worker's compensation insurance will not cover contractor injuries when in the course of providing goods and services as a response to this RFP.
38. **Prohibition of Harassment:** The Town has an adopted policy regarding harassment. Policy shall be available upon request.
39. **Social Security Numbers:** In compliance with Florida Statute 119.071(5), this document serves to notify you that the Town will collect and use your social security

number as specifically authorized by law to do so or when it is imperative for the performance of its duties and responsibilities as prescribed by law.

An applicant, employee, vendor, or volunteer's social security number may be required for:

- Employment Application
- Criminal History Check (FDLE, FBI and local law enforcement agencies)
- Department of Homeland Security Federal I-9 form
- Federal W4, W2, 1099 and other IRS documents
- Federal Social Security taxes (FICA)
- Unemployment reports (Florida Department of Revenue)
- Florida Retirement System (FRS) documents and reports
- Workers' Compensation documents and reports
- Direct Deposit documents
- Authorizations and other documents for optional retirement programs such as 403(b)
- Documents and reports related to Group benefits such as health, dental and life insurance

- Documents and reports related to supplemental deductions
- Documents and reports for the Florida Department of Education Bureau of Educator Certification, Florida Department of Education Bureau of Professional Practices and other FL-DOE departments as required
- Documents and reports for the Florida Department of Children and Families, Florida Department of Labor, Florida Department of Revenue and other local, state and federal agencies as required
- Other purposes specifically required or authorized by local, state or federal law

40. Use and Disclosure of Protected Information: All entities doing business with the Town of Lake Placid will abide by the Health Insurance Portability and Accountability Act (HIPPA), Health Information Technology for Economic and Clinical Health Act (HITECH Act), and the notification requirements of Florida Statute 817.5681 if applicable.