



**SCOTT COUNTY
ECONOMIC DEVELOPMENT
AUTHORITY**

June 23, 2022

REQUEST FOR PROPOSAL
For Banking Services

Scott County
Economic Development
Authority

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Scott Co. Economic Development Authority Banking Services Request for Proposal

I. INTRODUCTION

Overview

The Scott Co. Economic Development Authority (EDA) is requesting proposals from qualified financial Institutions (the Offeror) for banking services beginning June 23, 2022. Any contract entered into as a result of this Request for Proposal (RFP) will be for a three-year period with an option to renew for an additional two, one-year periods.

The banking services requested in this RFP include the EDA's Crooked Road Tech Center account, a general account, Leadership Academy Southwest account, and Certificate of Deposit.

Proposals are due July 6, 2022 at 2:00 p.m. Eastern Time. No faxed proposals will be accepted.

The EDA reserves the right, in its sole discretion, to reject any and all proposals, to waive any irregularity or informality in any response, and to accept or reject any item or combination of items.

The Offeror understands and agrees that the EDA shall have no financial responsibility for any of the costs or losses incurred as a result of the Offeror responding to this Request for Proposal.

Background

In past years, New Peoples Bank has provided the EDA with banking services. Close proximity to the EDA Office is imperative due to the frequent deposits that are made at the financial institution managing our banking account.

RFP Questions and Communications

Questions related to this RFP are to be directed to Mr. John H. Kilgore, Jr., Executive Director, Scott County Economic Development Authority, 190 Beech St., Suite 202., Gate City, VA 24251, (276) 386-2525, jkilgore@scottcountyva.com.

Non-Discrimination

All financial institutions interested in responding to this RFP will be afforded an opportunity to submit statements of qualifications in response to this request and will not be discriminated against on the basis of political or religious affiliation, race, color, national origin, age, sex, sexual orientation, gender expression, veteran status or

disability in receiving consideration for any award of any contract entered into pursuant to this Request.

II. TIMELINES AND SCHEDULES

RFP Timeline

RFP Issued by the EDA
Proposals due (2:00 p.m. EST)

2022

June 23, 2022
July 6, 2022

Selection Time Frame

It is anticipated the selection of a bank will be completed by July 11, 2022.

* Proposed dates – subject to change

III. EDA ACCOUNTS DESCRIPTION AND ACTIVITY

1. Description of Accounts

- A. General Checking Account - This account consists of monies from grants, expenses for the Riverside property, loan program, etc. (paper and direct deposit)
- B. Crooked Road Tech Center Account – This account is used for the processing of deposits (paper and direct deposits) and expenses for the facility.
- C. Leadership Academy Southwest – This account is used for leadership development activities
- D. Certificate of Deposit

IV. PRE-PROPOSAL / ADVANCE QUESTIONS

Questions regarding the EDA and this RFP shall be made in writing – mail, or email - and directed to John H. Kilgore, Jr., Executive Director, Scott County EDA.

190 Beech Street, Suite 202
Gate City, VA 24251

e-mail: jkilgore@scottcountyva.com

V. PROPOSAL SUBMISSION REQUIREMENTS

Time and Place for Submission of Proposals

Proposals and all related materials must be received by 2:00 pm EST on July 6, 2022. Proposals may be either mailed or hand delivered to the Scott County EDA Office at:

190 Beech Street, Suite 202
Gate City, VA 24251

If hand delivered: **Monday - Friday, 8:30am – 4:00pm.**

Proposal Package

The following items **must** be included in your proposal and packaged in an envelope or box clearly marked “**RFP for Banking Services for the Scott County EDA**”.

- Complete, but concise proposals, in the format provided, are recommended for ease of review by the Evaluation Team. Proposals should provide a straightforward, concise description of the Offeror’s capabilities to satisfy the requirements of the RFP. All information requested must be provided. The EDA reserves the right to disregard incomplete proposals.
- Include any references that pertain to similar services offered to other governmental agencies.
- Marketing and sales type information should be excluded.
- All parts, pages, figures, and tables should be numbered and clearly labeled.
- Faxed proposals will not be accepted.
- Interested Offerors should submit four (4) separate proposals within the previously described and labeled box/envelope.

VI. PROPOSAL REQUIREMENTS

Section A – Offeror’s Contact Information

Complete Offeror contact information should be included in each proposal packet. Provide more than one method of contact (i.e., mailing address, telephone number, fax number, email address).

Section B: Minimum Qualifications

Any proposal that does not demonstrate that the Offeror meets these minimum qualifications by the proposal deadline will be considered non-responsive and will not be evaluated or eligible for award of any subsequent contract(s).

- A. All items in this RFP must be completed and submitted.
- B. Offeror certifies that it has the professional experience and staffing necessary to serve the EDA with the requested services as evidenced by the list of references.
- C. Offeror certifies that it is an authorized public depository as determined by the Commonwealth of Virginia. Offeror submitting a proposal must be legally able, under all applicable state and federal laws and regulations, to provide services to a municipality of the Commonwealth of Virginia.
- D. Offeror must be "Chartered" and of known reliability and sufficient capital.
- E. Offeror must offer terms upon which they will offer temporary and emergency funds.
- F. Offeror must be FDIC insured. EDA deposits in excess of FDIC coverage must be fully collateralized.
- G. Offeror certifies that it has all insurance(s) required by state and federal law; that the policies meet or exceed the mandated coverage requirements.
- H. Offeror certifies that it has Professional or other liability insurances for other non-deposit services.
- I. Offeror must maintain a fully staffed branch in the County of Scott. If at any time the bank fails to meet this requirement, the bank understands that the EDA has the right to require that the Offeror immediately turn over to the EDA all funds on deposit, in any type of account or instrument, **without any penalty of any kind, or any delay of any kind.**

Section C: Bank Qualifications

The Offeror needs to certify that it has in place: adequate organization, facilities and personnel to ensure prompt and efficient services to the EDA. The EDA reserves the right before recommending any award to inspect the facilities, organization, and financial condition or to take any other action necessary to determine the ability to perform in accordance with specifications, terms and conditions.

Hence, the Offeror needs to provide information regarding the bank's history and structure; bank experience and client summary; capacity and resources; third party opinions, ratings, references, as well as disclosure regarding any material events, pending litigation, and any severed relationship.

Section D: Prior Experience Descriptive Summaries

Each Offeror responding to this RFP should demonstrate its capabilities by providing two (2) accurate, Descriptive Summaries of representative engagements as part of the RFP.

In the two Descriptive Summaries, describe in detail the Offeror's experience in providing the services requested in this RFP. If possible, Descriptive Summaries should focus on the Offeror's experience with county/governmental clients.

Section E: Staff Qualifications

The Offeror is asked to provide an organizational chart of the bank with the key professional staff identified. Resumes of the key professional staff are requested.

The bank shall provide a designated account executive, an alternate, and the bank official with supervisory authority over the designated account executive. The designated account executive must have the authority to make timely decisions in the normal course of business on his/her own without having to refer to others within the bank.

A brief resume of the designated account executives must be submitted as part of the proposal. If any employees of the bank in these roles change, the EDA shall be notified immediately. Failure to comply with any part of this provision shall permit the EDA, at its sole discretion, to terminate the banking relationship, upon which the bank shall immediately turn over to the EDA all funds on deposit, in any type of account or instrument, **without any penalty of any kind, or any delay of any kind.**

Section F: Approach: Understanding Our Needs

List and explain the bank's: (1) Investment Services; (2) Banking Services; and (3) Optional Services, as defined below. The Respondent may provide additional information to help the Evaluation Team fully understand the scope and depth of the respondent's experience with government clients.

It is important for Respondents to understand that deposits, ACH credits, and wire transfers shall be made available as soon as possible. The Bank shall include their schedule of availability in their proposal. Banks guaranteeing faster availability of funds will be considered more favorably in the evaluation process than those that do not.

(2) Banking Services

For the services listed below please provide examples of any necessary procedural documentation.

1. Please provide a description of reconciliation services available, including electronic reconciliation capabilities. What provisions are made to get copies or

electronic images of processed checks, if the checks are not returned with the monthly statements, and what is the turnaround time?

2. All monthly statements, shall be delivered to the Scott County Economic Development Authority, Attention: John H. Kilgore, Jr., 190 Beech Street, Suite 202, Gate City, VA 24251.
3. Explain the log-in process for accessing the on-line banking system and explain if there are any other safety measures in your system once logged in. Please explain the process of the extra security features.
4. Provide a description of when deposits will be credited to accounts and when local and non-local checks deposited become available for use.
5. Describe the daily deposit process. How are deposit changes handled, notified and documented?
6. Describe any fraud security services that your institution offers such as Positive Pay or Reverse Positive Pay programs.
7. Describe wire transfer procedures including daily cut-off times, maximum amounts without advance notice and daylight overdrafts.
8. Describe procedures for ACH and EFT transactions. A secure Internet-based transmission method will be considered more favorably in the evaluation process.
9. Please identify the fully staffed service locations in the county where regular, after hours and coin deposits may be made. Also, note the deadline at each location for deposit delivery to ensure same-day credit.
10. Describe your program that would enable the EDA to access accounts in the bank's computer system, obtain the on-line status of account balances and perform account transfers, transactions, and provide on-line printed and/or downloaded information for the reconciliation of cleared and outstanding checks.
11. Describe any other relevant on-line services your institution offers.
12. Describe your institution's merchant credit card program for processing cash receipts.
13. Describe your institution's purchasing credit card program for Departmental credit cards.
14. Describe in detail your institutions online credit card processing and automated bill paying services, please include information on any in house management along with any outsourcing of this service. Please identify all third party involved in online / credit card processing. Include transaction cost structure and software costs if any. Also describe in detail the procedures in place to protect against

fraudulent on line account activity.

15. Describe the procedure for short-term borrowing, including notification requirements and turn around times.
16. Are any of the services that your institution would offer the EDA subcontracted out to a third-party, requiring a separate contractual agreement?
17. Describe your process for notifying the EDA of bounced checks, and ACH and direct deposits initiated by the EDA that are kicked-back.
18. The EDA needs the bank to be responsible for not processing stale checks. If a stale check is processed by a bank teller, the bank needs to: (1) call John H. Kilgore, Jr., Executive Director, the same day as the check was processed; (2) send written notice to the EDA within two (2) days; and (3) if relevant, not charge the EDA indefinitely for any/all Stop-Payment orders on replacement checks that were issued by the EDA to replace the stale check if the date on the replacement check precedes the date on the written notice provided by the bank.

(3) Optional Services

In addition to the minimum requirements outlined above, the EDA is interested in examining the availability and costs of any other services that the bank believes would be of benefit to the EDA.

Section G: Support and Involvement

Describe the Offeror's expectations and/or assumptions of the EDA's involvement or level of effort, including communication protocols necessary to keep banking services running smoothly.

Provide a list of questions you would need answered and the data or other EDA resources you would need access to or to be provided by the EDA to successfully establish and maintain banking services.

Describe how the bank's approach is different or more effective than other banks providing the same services. Describe any other program, service, expertise, experience, data or technology that provides the financial institution with a competitive edge or advantage that will provide a benefit to the EDA. Include any lessons that you have learned.

Section H: Implementation Plan for Transition

This section of the Offeror's Proposal should describe (if relevant) their proposed approach and implementation process for transitioning the EDA from its current financial institution to the Offeror's.

Further, the Offeror should describe the effort and skills necessary to complete the transition. The technical proposal should contain at least the following information:

- A detailed list and timeline of the support activities, tasks, and reports that will need to be completed by the EDA's current financial institution to enable the transition.
- A detailed list and timeline of the support activities, tasks, and reports that will need to be completed by the EDA.
- A detailed list and timeline of the support activities, tasks, and reports that will need to be completed by the Offeror.
- An overall schedule and flow chart showing the steps and describing how the transition will be accomplished.
- A discussion of any/all computer interfaces with the EDA that will be used, or are available, to provide services.
- A summary of the problems which the financial institution might reasonably expect and the approaches to those anticipated problems.

Section I. Additional Information

This section should contain any additional information that the Offeror feels is pertinent information that has not been mentioned anywhere else in the RFP.

- A. Frequency of contacts (both in person and by phone)
- B. Bulletins, webinars, and other material from the industry at no charge or discounted.
- C. Proof of Insurance

VII. THE COST PROPOSAL

All fees for services need to be detailed in the proposal, including fees for supplies, transactions, handling items, and exceptional matters. If the fee is not disclosed for a service, the bank shall be deemed as providing the service for free.

No Banking Fees of any type shall increase for a period of one (1) year from the date of initiating any Agreement for Service with the bank. If any fee increases without the express written consent of the EDA, the EDA shall have the option of terminating the banking relationship, upon which the bank shall immediately turn over to the EDA all funds on deposit, in any type of account or instrument, without any penalty of any kind, or any delay of any kind.

Full fee disclosure should be provided in the Fee Schedule that is part of proposal.

Please provide additional schedules, explanations, and information as needed regarding fees, etc. The EDA reserves the right to disregard incomplete quotes.

If any opportunity for further discounts exists, such as encoding and proofing our own deposits, please describe in further detail.

The bank cannot charge the EDA for any other services without prior approval. Any additional fees may not exceed the lowest fee charged to any of the bank's other customers.

VIII. EVALUATION CRITERIA

The RFP bid proposal evaluation process is structured so that the principal factors in the selection of financial institution are:

- A. The Scott County Economic Development Authority is seeking an institution with the availability to collateralize the EDA's deposits.
- B. Have adequate financial resources for performance or have the ability to obtain such resources as required during performance.
- C. Have the necessary experience, organization, technical and professional qualifications, skills and facilities.
- D. Have a satisfactory record of performance.

In no case will price be allowed to serve as the sole criterion for the selection of a financial institution. This section describes the guidelines used for analyzing and evaluating the proposals. It is the EDA's intent to select Offerors for contract negotiations that will provide the best overall service package to the EDA inclusive of fee considerations.

Offerors selected for contract negotiations are not guaranteed a contract. This RFP does not in any way limit the EDA's right to solicit contracts for similar or identical services, if, in the EDA's sole and absolute discretion, it determines the proposals are inadequate to satisfy its needs. As in all professional service contracts, the EDA reserves the right to accept other than the lowest offer and reject all proposals that are not responsive to this request.

Evaluation Team

All quotes submitted in accordance with the above will be evaluated by EDA representatives.

An Evaluation Team will be responsible for the evaluation and rating of the proposals, for conducting reference checks, and for interviews, according to the schedule outlined on the RFP cover page. The quotes may also be evaluated by any other impartial party deemed necessary to give due consideration to each proposal.

The EDA reserves the right, where it may serve its best interest, to request additional information or clarifications from those making proposals, or to allow corrections of errors or omissions. At the EDA's discretion, the Evaluation Team may conduct interviews with one or more Offerors and the financial institution may be requested to make oral presentations as part of the evaluation process.

The EDA reserves the right to only review the quotes without issuing a new contract. An award, if appropriate, will be made by vote of the Scott County Economic Development Authority.

Proposal Evaluation Criteria

Proposals will be evaluated using the criteria below. The EDA reserves the right to evaluate additional criteria it deems appropriate, whether or not such factors have been stated in this section.

I. Qualifications and Experience

Bank's Qualifications

- 1) Offeror's Bank History, Structure, Experience and Capacity
- 2) The safety and soundness of the financial institution
- 3) Offeror's total staff size and composition
- 3) Offeror's demonstrated experience with banking services the EDA is requesting
- 4) Offeror's experience with large governmental units, particularly in Virginia

Prior Experience Descriptions

- 1) Prior Experience Descriptions - Relevance to services the EDA is requesting; and comparability in size and complexity
- 2) References provided in Prior Experience Descriptions

Staff Qualifications

- 1) Local office staff size and resources
- 2) Commitment to provide continuity of qualified staff and to staff with local resources
- 3) Staffing Structure (Organization Chart with key contacts highlighted)
- 4) Staff Qualifications
- 5) References for assigned Staff

II. Approach: Understanding our Needs

- 1) Content and quality of responses to RFP sections regarding Services offered
- 2) Management's involvement and commitment for direction and review of work

- 3) Degree of dedicated and priority attention by assigned banking personnel
- 4) Offeror's ability to provide adequate and convenient services
- 5) Offeror's ability to use and provide access to technology for services
- 6) Ease of technology utilization by EDA employees and support provided by bank
- 7) Competitive differences

III. Cost/Gains

- 1) Cost structure (up-front costs, recurring costs)
- 2) Interest income from funds placed on deposit with the bank.

IV. Completeness and Applicability of Proposal Submission

- 1) Conformance with and applicability of information to RFP requirements
- 2) Quality and scope of the proposal
- 3) Overall quality of presentation including completeness and accuracy of information
- 4) Reasonableness and clarity of Cost Estimate

V. Extra Considerations

- 1) Implementation plan for (steps, timeline, flow-chart for transition)
- 2) Explanation of work-plan and processes for on-going services.

The EDA reserves the right to apply the above criteria in any manner that it deems necessary, and to evaluate each firm separately or comparatively, using these criteria as it sees fit. The EDA also reserves the right to seek clarification for prospective firms on any issue in the proposal, invite specific firms for site visits or oral presentations, or take any other action it feels necessary to properly evaluate the proposals and construct a solution in the EDA's best interest.

Respondent Interviews

Interviews will consist of standard questions asked of selected Responders to this RFP and specific questions regarding individual proposals. The lead staff members that will be assigned to the engagement should be present for the interview.

IX. RIGHTS OF THE SCOTT COUNTY ECONOMIC DEVELOPMENT AUTHORITY

A. Amendment or Cancellation of RFP

The EDA reserves the right to amend or cancel this RFP at any time if the best interest of the EDA requires such action.

B. Proposed Modifications

No additions or changes to any Offeror's proposal will be allowed after the proposal due date unless such modification is specifically requested by the EDA.

C. Exceptions to Bid Specifications

The EDA reserves the right to require separate listings of exceptions to bid specifications, or the exceptions will be invalid.

D. RFP Events and Timing

The timing and sequence of events from this RFP will be determined by the EDA. The schedule is detailed in Section II "Timelines and Schedules". Offeror contacts will be notified of any amendment to this schedule during the RFP Process.

E. Proposal Expenses

The EDA assumes no liability for payment of any expense incurred by any Offeror in responding to the RFP.

F. Acceptance or Rejection of Proposals

The EDA reserves the right to accept or reject any or all proposals submitted for consideration in whole or in part; and to waive technical defects, irregularities or omissions, if in its sole judgment, the best interests of the EDA will be served. The EDA further reserves the right to accept a proposal for a contract other than that with the lowest cost, and to negotiate separately with any source whatsoever in any manner necessary to serve the best interest of the EDA.

G. Ownership of Proposals

All proposals submitted in response to this RFP shall become the sole property of the EDA.

H. Oral Agreements and Arrangements

Any alleged oral agreement or arrangement made by Offeror with the EDA or any EDA employee will be disregarded in any department proposal evaluation or associated award.

I. Vendor Presentation of Supporting Evidence/Surety

Vendors must be prepared to provide any evidence of experience, performance, ability, and/or financial surety that the EDA deems necessary to fully establish the performance capabilities represented in their proposals.

J. Offeror Demonstration of Proposed Services

Offerors may be asked to demonstrate specific proposed services of products including program components, software and hardware included in their response. Any requested demonstration will be provided at a site approved by the EDA and without cost to the EDA.

K. Offeror Misrepresentation or Default

The EDA reserves the right to reject the proposal of any vendor and void any award resulting from this RFP to a Offeror who materially misrepresents any product or defaults on any EDA contract.

L. Erroneous Awards

The EDA reserves the right to correct inaccurate awards resulting from its clerical errors.

M. Proprietary Information

Trade secrets or proprietary information submitted by Offerors shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offerors must invoke the protections of §2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The Offerors must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute a trade secret or proprietary information. The designation of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the Offeror refuses to withdraw such a classification designation, the proposal will be rejected.

N. Ethics in Public Contracting

By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

O. Inspection of Work Performed

During and after the commencement of this project, the EDA and its authorized representatives, shall be allowed access to inspect all Offeror materials, documents, work papers, equipment or products, deliverables, or any such other items which pertain to the scope of work for this RFP and contract. This requirement also applies to any subcontractors who may be engaged by the vendor.

X. CONTRACT PROVISIONS

The contract to be entered into between the EDA and the successful Offeror shall contain negotiated provisions based on the specific requirements set forth in this RFP and the successful Offeror's treatment thereof as contained in this proposal, as well as general EDA contract provisions.

The final award of this contract will be subject to the financial institution's execution of such a contract and the contract's approval by the Scott County Economic Development Authority. Proposals should include an acknowledgment that the standard provisions included in EDA contracts are comprehended by the Offeror financial institution.

The contract will include:

- A. Time for commencing each of the services accepted.
- B. A provision for financial penalties for failure to adhere to the time commitments without reasonable justification.
- C. A provision stating there will be no assignment of subletting of the work to be performed without the written consent of the EDA.
- D. A provision specifying that if for any reason a professional assigned to work on a specific bank service proves to be incompatible with the staff at the EDA Office, the EDA reserves the right to require the assignment of another person of equal qualifications is assigned.
- E. The contract shall incorporate, as appropriate, all tasks, specifications and services as provided for in the proposals and accepted by the EDA.
- F. A provision specifying that all monies deposited by the EDA under the contract will only be used to support financial activities of the EDA.
- G. A provision specifying that the contract may be extended for up to two (2) more annual periods based on current year performance and the continuing financial integrity of the bank being maintained.
- H. The contract shall include all standard contract provisions generally required of contracts with the EDA.

Termination

The contract to be entered into between Scott County Economic Development Authority and the successful Offeror shall contain the following provisions dealing with termination. If the Contractor fails to fulfill any of the terms of the agreement on time, the EDA shall have the right to terminate the said agreement indefinitely and award a new contract to another Offeror and the original Contractor shall be responsible for damages and for additional costs incurred in reletting the contract.

Disclaimer

The EDA is not liable for any costs incurred by Offerors in the preparation of proposals or for any work performed prior to the approval of an executed contract.

Notification of Selection

After the proposal has been elected, all Offerors will be notified of the name of the successful bidder.

Upon selection, the EDA and the successful Offeror will negotiate a contract. The selected proposal in whole or in part as well as content from this RFP may be incorporated into and made part of the final contract. Should negotiations fail to result in

agreement within fourteen (14) days of notification of acceptance of a proposal, the EDA reserves the right to take other action consistent with the best interest of the department.

By issuing this RFP the EDA is not obligated to award a contract.

Exemption of Records

In submitting a proposal, the Offeror agrees that the EDA, or its duly appointed and authorized representatives, has access to and the right to examine pertinent books, documents, papers, and records of the Contractor as related to any contract resulting from the RFP until six years after final payment has been made. Further, such provision must be incorporated into any agreements with subcontractors by the prime Contractor.

Accounting System

The Contractor shall maintain an accounting system for purposes of audit and examination of any books, documents, papers and records maintained in support of the contract.

Non-Discrimination

A. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

B. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

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

Indemnification

To the fullest extent permitted by law, the contractor shall indemnify and hold harmless Scott County Economic Development Authority, its agents, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of work, including but not limited to any such claim, damage, loss of expense which is attributable to the bodily injury, sickness, disease or death, or injury to or omission of the tangible property including the loss of use or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder, and further including but not limited to any claim against the contractor or his subcontractor arising from any work or property that must be restored, repaired or replaced because

of contractor's or subcontractor's work being incorrectly or improperly performed. Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

Drug-free Workplace

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

Immigration Reform and Control Act of 1986

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

EDA Rights

The EDA reserves the right to accept or reject any or all proposals received in response to this RFP or to take other action consistent with the best interest of the EDA. The EDA reserves the right to negotiate separately with any source to serve the best interest of the EDA.

This solicitation is subject to the provisions of the Scott County Procurement Ordinance and County policies.