



Proposal Due Date: Thursday, October 13, 2011	Proposal Due Time: 3:00 P.M. Eastern Time
Submit Responses To: County of Volusia Purchasing and Contracts Division 123 West Indiana Avenue, Room 302 DeLand, FL 32720-4608	Solicitation Contact: Jennifer Ditslear, Procurement Analyst II (386) 626-6627 Office • Fax (386) 736-5972 E-mail: jditslear@co.volusia.fl.us www.volusia.org

RSQ 11-SQ-178JD Professional Hydrogeological and Environmental Consulting Services for the County of Volusia, Florida

The purpose of this request for statement of qualifications (RSQ) is to select the most highly qualified firm(s) to provide the requested services. It is anticipated that multiple firm(s) will be awarded a basic agreement to provide the necessary services for a period of three (3) years exercisable at the option of the County.

Authorization for performance of services by the selected firm(s) under the basic agreements shall be in the form of written task assignments signed by the firm, executed and issued by the County. Each project shall be negotiated at the time of the development of the scope of work. Each task assignment shall describe the services required, state the commencement and completion date of work and establish the amount and method of payment. The task assignment will be issued under, and incorporate the terms of the basic agreement. The County makes no covenant or promise as to the number of available projects or that the firm will perform any project for the County during the life of the basic agreement. The basic agreement does not authorize the performance of any work or require the County to place orders for work. Expiration of the term of the basic agreement will have no effect upon task assignments issued pursuant to the basic agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the task assignment.

All proposals shall be sealed and delivered or mailed to the County of Volusia Purchasing and Contracts Division Office, Room 302, 123 West Indiana Avenue, 3rd Floor, DeLand, FL 32720-4608, no later than 3:00 p.m. on Thursday, October 13, 2011. Proposals received after this deadline **shall not** be considered for award.

DO NOT RESPOND TO THIS SOLICITATION VIA THE VENDOR SELF-SERVICE SYSTEM.

American with Disabilities Act: In accordance with the American with Disabilities Act and Section 286.26, Florida Statutes, Persons with Disabilities needing special accommodation to participate in the proceedings should contact Volusia County Purchasing and Contracts Office in DeLand at telephone (386) 736-5935 for assistance at least two (2) business days before the date of the meeting.

This solicitation is made in accordance with the provisions of Chapter 287.055, Laws of Florida, known as the **Consultants' Competitive Negotiation Act (CCNA).**

GENERAL SCOPE OF SERVICE: The County of Volusia is seeking the services of professional consultants to provide Hydrogeological and Environmental Services. The scope of services shall consist of, but not limited to:

- A. Phase I and II Environmental Site Assessments,
- B. Asbestos Surveys,
- C. Contamination Assessment and Clean up of sites under a Consent Order,
- D. Contamination Assessment and Clean up of non-petroleum contaminated sites,
- E. Contamination Assessment and Clean up of petroleum contaminated sites,
- F. Under-ground and Above-ground Storage Tank Closures,
- G. Remedial Action Plan Development and Implementation for C, D, and E,
- H. Remedial System Operation and Maintenance for C, D, and E,
- I. Stormwater Pollution Prevention Program & Spill Prevention Control and Countermeasure Plans and
- J. Other related work as required.

QUALIFICATIONS/CERTIFICATIONS: See Tab 7.

E-VERIFY: The Contractor warrants that it has duly enrolled in the E-Verify system of the U. S. Department of Homeland Security ("E-Verify System") and is party to a memorandum of understanding authorizing use of that system. The Contractor shall utilize the E-Verify System to verify the employment eligibility of all new employees hired by the Contractor during the term of the Agreement and shall expressly require any of its subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the E-Verify System to verify eligibility of all new employees hired by the subcontractor during the Agreement term. Further, the Contractor shall take all additional necessary steps identified and required in writing by the County for the Contractor or County to remain compliant with Executive Order 11-02 ("Executive Order") dated January 4, 2011, for the term of this Contract and any amendments thereto. The Contractor shall certify by notarized affidavit to the County Project Manager on the first day of each month following the effective date of this section that the Contractor remains in compliance with this section and the Executive Order. The Contractor covenants and agrees that if it is found in violation of this section or the Executive Order, such violation shall be a material breach of this Contract and Contractor shall indemnify, defend and hold harmless the County from any fines or penalties levied by a government agency, including the loss or repayment of grant funds by the County.

INSURANCE REQUIREMENTS AND INDEMNIFICATION:

Proof of Insurance

The Consultant shall furnish proof of insurance acceptable to the County prior to or at the time of execution of this Agreement or Task Assignment and the Consultant shall not commence work or provide any Service until the Consultant has obtained all the insurance required under this Agreement and such insurance has been filed with and approved by the County. Upon request from the County, the Consultant shall furnish copies of the forgoing policies and any changes or amendments thereto, immediately, to the County and County's Risk Management and Purchasing and Contracts Departments, prior to the commencement of any such contractual obligations. The proposed policy shall be subject to the County's approval. This Agreement may be terminated by the County, without penalty or expense, if proof of any insurance required hereunder is not provided to the County for review and to confirm compliance thirty (30) days prior to the execution of this Agreement by Consultant. During the term of this Agreement, the Consultant shall also be responsible for providing the County with copies of notices of cancellation or any other changes in the terms and conditions of the original insurance policies approved by the County.

The Consultant shall be required to furnish evidence of all required insurance in the form of certificates of insurance which shall clearly outline all hazards covered as itemized herein, the amounts of insurance applicable to each hazard and the expiration dates.

Should the County find it necessary to require copies of the underlying policies, the Consultant shall provide them promptly for the County's review and confirmation of compliance. At the County's request, the Consultant shall furnish to the County certificates of insurance evidencing the coverages required hereunder. The certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount and classification required by these provisions. The Consultant shall file replacement certificates at the time of expiration or termination of the required insurance occurring during the term of this Agreement. In the event such insurance lapses, the County expressly reserves the right to renew the insurance at the Consultant's expense.

Cancellation Notices. During the term of this Agreement, Consultant shall be responsible for promptly advising and providing the County's Risk Management and the Purchasing and Contracts division with copies of notices of cancellation or any other changes in the terms and conditions of the original insurance policies approve by the County under the resulting Agreement within two (2) business days of receipt of such notice or change.

The Consultant shall file replacement certificates with the County at the time of expiration or termination of the required insurance occurring during the term of the resulting Agreement. In the event such insurance lapses, the County expressly reserves the right to renew the insurance policies at the Consultant's expense or terminate the resulting Agreement but the County has no obligation to renew any policies.

All insurance policies shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of A- in the "Best Key Rating Guide" published by A.M. Best & Company, Inc.

Approval by the County of any policy of insurance shall not relieve Consultant from its responsibility to maintain the insurance coverage required herein for the performance of Work or Services by the Consultant or its Subconsultants for the entire term of the resulting Agreement and for such longer periods of time as may be required under other clauses of the resulting Agreement.

All certificates of insurance shall clearly indicate that the Consultant has obtained insurance of the type, amount and classification required by this Article entitled Insurance Requirements. No Work or Services by Consultant or its Subconsultants shall commence until the County has approved these policies or certificates of insurance. Further, the Consultant agrees that the County shall make no payments pursuant to the terms of the resulting Agreement until all required proof or evidence of insurance has been provided to the County. The resulting Agreement may be terminated by the County, without penalty or expense, if proof of any insurance required hereunder is not provided to the County.

Required Types of Insurance: The Consultant shall purchase and maintain, at its own expense, during the term of this Agreement the following types and amounts of insurance in the form and companies satisfactory to the County.

Personal Property. The Consultant shall secure and maintain during the term of this Agreement, adequate insurance coverage for all personal property, including but not limited to the personal property of its employees and agents, located upon County property and shall require the same coverage for its subsidiaries, Subconsultants or Sub-subconsultants, and

their employees and agents. Consultant shall have County named as a loss payee for personal property covered by such insurance obtained pursuant to this Article 15.

Workers' Compensation Insurance. Workers' Compensation insurance is required for all employees of the Consultant, employed or hired to perform or provide Work or Services under this Agreement or that is in any way connected with Services performed under this Agreement and shall comply fully with the Florida Workers' Compensation Law (Chapter 440, Florida Statutes, Workers' Compensation Insurance) and include Employers' Liability Insurance with limits of not less than FIVE HUNDRED THOUSAND DOLLARS and ZERO CENTS (\$500,000.00) per occurrence.

Consultant and its Subconsultants, Sub-subconsultants, or any associated or subsidiary company doing work on County property or under this Agreement must be named in the Workers' Compensation coverage or provide proof of their own Workers' Compensation coverage, without exclusion of any class of employee, and with a minimum of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) per occurrence for Employer's liability coverage. Further, if the Consultant's Subconsultants or Sub-subconsultants fail to obtain Worker's Compensation insurance and a claim is made against the County by the uncovered employee of said Subconsultant or Sub-subconsultant of the Consultant, the Consultant shall indemnify and defend the County from all claims for all costs including attorney's fees and costs arising under said employees Worker's Compensation insurance claim(s).

Subrogation. Consultant shall subrogate to County the right to sue and recover damages or payments from any party (including an insurance carrier), by reason of any claim, demand, suit or settlement (including worker's compensation) for any claim for injuries or illness of anyone arising out of this Agreement that is covered by Workers' Compensation insurance obtained pursuant to this Section 15.

Commercial General Liability Insurance. Commercial General Liability insurance, with a combined single limit of not less than ONE MILLION DOLLARS (\$1,000,000) and the aggregate limit shall be not less than TWO MILLION DOLLARS (\$2,000,000) on an occurrence basis including coverage for the Contractor's operations, independent Consultant's, Subconsultant's and "broad form" property damage coverages protecting itself, its employees, agents, Consultants or subsidiaries and their employees or agents for damages caused by bodily injury, property damage, or personal or advertising injury, products liability/completed operations including what is commonly known as groups A, B, and C (libel, false arrest, slander). Such policies shall include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person or entity by the Consultant or by any of its Subconsultants arising from Work or Services performed under the resulting Agreement. Public liability coverage shall include either blanket contractual insurance or a designated contract liability coverage endorsement stating expressly in the Consultant's contract that Consultant shall indemnify, defend, and hold harmless the County, as provided in the resulting Agreement. The commercial general liability policy shall be endorsed to include the County as an additional insured unless the County's Risk Manager determines that it should be named as an additional named insured. The commercial general liability policy shall provide exclusive coverage for the location or project site where the Work or Services are to be performed under the resulting Agreement. In the alternative, the commercial general liability policy shall be endorsed to provide the Designated Location(s) General Aggregate Limit Endorsement ISO form GS 25 04 05 09, or equivalent. Property damage liability coverage shall provide "X", "C," or "U" coverage as applicable.

Subrogation. Consultant shall subrogate to County the right to sue and recover damages or payments from any party (including an insurance carrier), by reason of any claim, demand,

suit or settlement arising out of this Agreement for any claim for damages including bodily injury, property damage, or personal injury of anyone that is covered by Commercial General Liability insurance obtained pursuant to this Article 15.

Deductibles. For purposes of the resulting Agreement, Consultant shall not obtain an insurance policy with a deductible or self-insurance provision.

Excess/Umbrella Liability. The Consultant shall obtain an excess liability policy in addition to the scheduled underlying policies (commercial general liability, business auto liability, professional, and employers' liability) in the amount of ONE MILLION DOLLARS and ZERO CENTS (\$1,000,000.00). This insurance shall name the County as an additional named insured and include either blanket contractual or a designated contract contractual coverage endorsement, indicating expressly the Consultant's agreement to hold the County harmless. The excess/umbrella liability policy shall provide exclusive coverage for the location or project site where the Work or Services are to be performed under the resulting Agreement. In the alternative, the excess/umbrella liability policy shall be endorsed to provide the Designated Location(s) General Aggregate Limit Endorsement ISO form CG 25 04 05 09, or equivalent.

Motor Vehicle Liability. The Consultant shall secure and maintain during the term of this Agreement, motor vehicle coverage in the split limit amounts of no less than ONE MILLION DOLLARS and ZERO CENTS (\$1,000,000.00) (bodily injury/property damage) per occurrence combined single limit Business Automobile Liability insurance (including "Any Auto" coverage), protecting itself, its employees, agents, lessees or subsidiaries and their employees or agents, against claims for damages caused by bodily injury or property damage arising from the ownership, maintenance, or use of a motor vehicle. As such, public liability coverage shall include automobiles, whether owned, non-owned, or hired.

Primary and Excess Coverage. Any insurance required may be provided by primary and excess insurance policies.

Professional Liability. The Consultant shall ensure that the Consultant or the Consultant's subconsultant secures and maintains, during the term of the resulting Agreement, Professional Liability insurance with limits of not less than ONE MILLION DOLLARS and ZERO CENTS (\$1,000,000.00). Such policy shall cover all of the Consultant's or subconsultants professional liabilities whether occasioned by the Consultant or its subconsultants, or their agents or employees.

It is the Consultant's responsibility to verify and cause its subconsultants to maintain this coverage in strict accordance with the stipulations of this Agreement. If the Consultant or its subconsultant fails to secure and maintain the professional liability insurance coverage required herein, the Consultant shall be liable to the County and agrees to indemnify the County and defend the County against all claims, actions, losses or damages that would have been covered by such insurance.

For policies written on a "Claims-Made" basis the Consultant or its subconsultants must maintain a retroactive date prior to or equal to the effective date of the resulting Agreement. The Consultant shall require its subconsultants to purchase a Supplemental Extended Reporting Period ("SERP") with a minimum reporting period of not less than three (3) years in the event a subconsultant's policy is canceled, not renewed, switched to occurrence form, or any other event which triggers the right to purchase the SERP during the life of this Agreement. The Consultant's or subconsultant's purchase of the SERP shall not relieve the Consultant or its subconsultants of the obligation to provide replacement coverage. In addition, the Consultant shall require its subconsultants to have the subconsultant's carrier

immediately inform the Consultant, and the County of Volusia's Risk Management and Purchasing and Contracts Division any contractual obligations that may alter its professional liability coverage under the resulting Agreement.

The provisions of this Article shall survive the cancellation or termination of the resulting Contract.

General

Property Insurance Loss Adjustment. Any insured property loss shall be adjusted with the County and the Consultant and made payable to the County and the Consultant as their interests may appear in regard to any personal or real property or improvements covered by any of the types of insurance required under this Agreement.

Waiver of Subrogation. The County and the Consultant hereby waive all rights against each other, and their Subconsultants to the extent of the risk coverage by any insurance policy required hereunder for damages by reason of any claim, demand, suite or settlement (including workers' compensation) for any claim for injuries or illness of anyone, or perils arising out of the resulting Agreement. The Consultant shall require similar waivers from all its Subconsultants. This provision applies to all policies of insurance required under the resulting Agreement (including Workers' Compensation and general liability).

County Not Liable for Paying Deductibles. For all insurance required by Consultant, the County shall not be responsible or liable for paying deductibles or increase for any claim arising out of or related to the Consultant's business or any Subconsultant or Sub-subconsultant performing Work or Services on behalf of the Consultant or for the Consultant's benefit under this Agreement.

For any on-site Work performed by or on behalf of the Consultant on County property, The County shall be named as an additional insured subject to review and determination by the County's Risk Manager on all policies required under the resulting Agreement.

The Consultant agrees that the County will make no payments pursuant to the terms of the Agreement until all required proof or evidence of insurance has been provided to the County. Consultant also agrees that the insurer shall waive its rights of subrogation, if any, against the County.

INDEMNIFICATION:

1. Personal Injury and Property Damage. Consultant shall, at its own expense, indemnify and hold harmless County and its public officials (elected and appointed), successors and successors in interest, officers, agents, attorneys, and employees from and against all claims, damages, losses and expenses including reasonable attorney's fees caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and its Subconsultants or Sub-subconsultants or agents performing Work or Services under an Agreement, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of Consultant, any of Consultant's Subconsultants or Sub-subconsultants, anyone employed by any of them or anyone for whose acts any of them may be liable, regardless of whether it is caused in part by a party indemnified under this section. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in an Agreement.
2. In all claims against the County or any of its public officials (elected and appointed), successors and successors in interest, officers, agents, attorneys, and employees by any employee of Consultant,

anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Consultant, Subconsultant or Sub-subconsultant under workers' compensation acts, disability benefit acts or other employee benefit acts.

3. The terms "proprietary software, sensitive information" and "trade secret" shall constitute Confidential Information and shall be that which is defined in and exempt from disclosure pursuant to Florida Statutes, Chapter 119, and Article I, Section 24 of the Florida Constitution ("Florida Public Records Law"), and Chapter 812 of the Florida Statutes or their successors. In addition and for the purposes of an Agreement, Confidential Information shall include confidential information and/or trade secret information disclosed by Consultant to County that is expressly identified in writing by Consultant and Consultant's Subconsultants or Sub-subconsultants. Any Confidential Information provided to County by Consultant must be expressly identified in a "Nondisclosure Agreement for Confidential Materials" form which Consultant may obtain from the County's Purchasing Division.
 - 3.1. Confidential Information and/or Trade Secret do not include the following:
 - 3.1.1. Information already known or independently developed the party in possession; or
 - 3.1.2. Information in the public domain through no wrongful act of the party in possession; or
 - 3.1.3. Information received by the party in possession from a third party who was free to disclose it; or
 - 3.1.4. Information regularly disclosed to third parties without restriction on disclosure; or
 - 3.1.5. Information required to be disclosed by law or an order of a court of competent jurisdiction.
4. Confidential Information and Infringement. If Consultant is licensing, or developing software (including derivative works) for use by the County, Consultant grants County a perpetual, fully-paid, non-assignable, non-exclusive, royalty-free license to use Consultant's software deliverables developed or licensed under an Agreement. Said license includes software owned by Consultant which is furnished under an Agreement, for County's internal use with such use to include the right to modify such deliverable(s) and to create derivative works for such internal use including without limitation the right to use such deliverable(s).
5. If Consultant is licensing, providing or developing software, including derivative works for use by the County, Consultant agrees to protect and indemnify and hold harmless the County, its agents, elected officials and employees of the County from and against any and all claims, demands, actions, and causes of action which may arise asserting that all or any part of the Consultant licensed applications provided under any software owned by Consultant and licensed to County or provided by Consultant for use thereof by the County, infringes or misappropriates any third party's United States patent, copyright or any trade secret protected under United States law.
 - 5.1. In addition to the foregoing indemnification provision, Consultant shall also take the following steps to assure that County can continually use the software which Consultant has directly licensed to County or provided for use thereof by the County in substantially the same manner delivered or subsequently enhanced or modified by:
 - 5.1.1. Promptly replace the allegedly infringing or misappropriated item or items with compatible, functionally equivalent items which are not alleged to be infringing or misappropriated; or

- 5.1.2. Promptly modify the alleged infringing or misappropriated item or items to eliminate the alleged infringement or misappropriation without impairing County's intended use of the Licensed Applications and/or Sublicensed Applications in any manner; or
 - 5.1.3. Promptly procure the right for the County to continue to use the Licensed Applications and/or Sublicensed Applications without modification; and
 - 5.1.4. Unless otherwise agreed by the parties, promptly shall mean for the purposes of this Section that the events described herein shall occur in no less than sixty (60) days from the date that notice of the claim is received by Consultant unless otherwise agreed by the Parties.
- 6. In the event that Consultant does not enable the County to use that which Consultant has delivered through accomplishing one or more of the alternatives set forth in above within aforementioned time period set forth herein during the term of an Agreement, Consultant shall be in material default of an Agreement and subject to Termination.
 - 7. If Consultant is granting a license or develops software for the County under this Agreement, it hereby warrants and represents that:
 - 7.1. Consultant is the sole owner of all right, title, and interest in and to the Consultant licensed software, user manuals and documentation, including all patents, copyrights, copyright rights, trade secrets, trademarks, trade names and all proprietary and intellectual rights and confidential information contained therein, and that it is authorized to enter into an Agreement and grant County a perpetual license; and
 - 7.2. No portion of any licenses or right granted to the County to use Consultant's software pursuant to the terms of the applicable software license agreement of Consultant for any work performed under an Agreement violates or is protected by right, title, interest or similar right of any third person or entity.
 - 8. Payment of Consultant's Subconsultants or Sub-subconsultants. Consultant shall save and hold the County harmless from any and all claims or actions by Consultant's Subconsultants or Sub-subconsultants for payment of monies such Subconsultant or Sub-subconsultant claims to be owed by Consultant for Work performed under an Agreement.
 - 9. Nothing in an Agreement shall create any obligation on the part of the County to pay directly to any Subconsultants or Sub-subconsultants of Consultant any monies due to such Subconsultant or Sub-subconsultant or claims of a Subconsultant or Sub-subconsultants for amounts owed by Consultant to Subconsultant or Sub-subconsultant for Work performed under an Agreement.

LIMITATION OF LIABILITY AND REMEDIES

- 1. Sovereign Immunity. The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes or its successor. Notwithstanding anything set forth in any Section of an Agreement to the contrary, nothing in an Agreement shall be deemed as a waiver of immunity or limits of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the County for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

2. If Consultant should become entitled to claim damages against the County for breach of contract arising from an Agreement, County will be liable only for the amount of Consultant's actual direct damages up to the amount of an Agreement that is the subject of the claim. In no event shall either Party be liable to the other for any incidental, indirect, special, punitive or consequential damages even if the Party knew or should have known about the possibility of such damages for violations of any provision of an Agreement.

CONCERNING SUBCONSULTANTS AND SUB-SUBCONSULTANTS

1. Consultant shall not employ any Subconsultant, or Sub-subconsultant other person or organization of against whom the County may have reasonable objection, nor shall Consultant be required to employ any Subconsultant or Sub-subconsultant against whom it has reasonable objection. Consultant shall not make any substitution for any Subconsultant or Sub-subconsultant who has been accepted by the County without the County's approval.
2. County's disapproval or requirement of removal or replacement of Consultant 's employee or Subconsultant or Sub-subconsultant shall be deemed for lawful reasons if in County's reasonable judgment, such Consultant's employee or Subconsultant or Sub-subconsultant poses a threat or causes harm to the health, welfare, or safety, or morale of the County or its agencies, personnel or property or who fails any drug test administered in connection with an Agreement, or who has been convicted of a felony or a misdemeanor involving "moral turpitude" or has been released or dishonorably discharged or separated under conditions other than honorable under other than honorable conditions from any of the Armed Forces of the United States.
3. Consultant shall be fully responsible for all negligent acts and omissions of its Subconsultant or Sub-subconsultant and of persons directly or indirectly employed by them and of persons for whose negligent acts any of them may be liable to the same extent that it is responsible for the negligent acts and omissions of persons directly employed by it. Nothing in the Contract Documents shall create any contractual relationship between any Subconsultant or Sub-subconsultant and the County or any obligation on the part of the County to pay or to see to the payment of any moneys due any Subconsultant or Sub-subconsultant, except as may otherwise be required by law. County may furnish to any Subconsultant or Sub-subconsultant to the extent practicable, evidence of amounts paid to Consultant on account of specific work done in accordance with the schedule of values.
4. Consultant agrees to bind specifically every Subconsultant to the applicable terms and conditions of the Contract Documents and the terms and conditions of Definitions, Order of Precedence, Scope of Work and Local Government Policies of an Agreement for the benefit of the County.
5. The Consultant shall require all Subconsultants or Sub-subconsultants or outside associates employed in connection with the performance of an Agreement to comply fully with the terms and conditions of an Agreement between the County and the Consultant.
6. Any Subconsultants or Sub-subconsultants and/or outside associates required by the Consultant in connection with the services covered by the Agreement will be limited to such individuals or firms as are specifically identified for the Project assigned under an Agreement. Any substitution of such, Subconsultants, Sub-subconsultants or associates will be subject to the prior written approval of the County Project Manager.

AUTHORIZATION FOR SERVICES

1. No Guarantee to Perform Projects. The County makes no covenant or promise as to the number of available Projects, nor that, the Consultant will perform any Project for the County during the life of a continuing services agreement. The County reserves the right to contract with other parties for the services contemplated by an Agreement as determined in the County's sole and absolute discretion.

2. A continuing services agreement standing alone does not authorize the performance of any Work or Services to be provided by the Consultant or require the County to place any orders for Work or a Service. Authorization for performance of professional services by the Consultant under a continuing services agreement shall be in the form of written Task Assignments issued and executed by the County and signed by the Consultant. Each Task Assignment shall describe the Services required, state the dates for commencement and completion of the Work, and establish the amount and method of payment.
3. Certifications for Completed Work. Consultant shall sign and seal (hereinafter "Certification") all completed Work under an agreement or Task Assignment as required as a licensed professional or under Florida law; otherwise, the County Project Manager shall not have the authority to approve completed Work or Services and Consultant shall not be entitled to payment for the Work or Services covered by uncertified Work. In the event the County Project Manager accepts and approves completed Work bearing no such certification by the Consultant, such acceptance and approval shall not relieve Consultant or its Subconsultants or Sub-subconsultants or agents of any liability for any defects, omissions or errors in the Deliverables of completed Work until such work is certified by Consultant.

TERMINATION

1. The performance of Work or Services under an Agreement may be terminated by the County in accordance with this clause in whole or from time to time in part, upon at least thirty (30) days prior written notice to Consultant whenever the County shall determine that such termination is in the best interest of the County. Any such termination shall be effected by delivery to the Consultant of a Notice of Termination specifying the extent to which performance of work under an Agreement is terminated, and the subsequent date upon which such termination becomes effective.
2. County may terminate an Agreement in whole or part for convenience at will or for non-appropriation of funds by County. Upon receipt of such notification, Consultant shall inform County of the extent to which performance is completed and unless notified in writing by the County otherwise, the Consultant shall take no further steps towards completion of the Project. Upon payment by County, Consultant shall deliver to County any and all completed Deliverables and Deliverables-in-progress that then exist for the Project. If the County terminates the Project due to the Consultant's failure to meet a completion deadline as set forth in an Agreement, the County may seek the services for the Project from another consultant and no sums shall be due to the Consultant as a result of any work or services that have been performed by the Consultant for the Project.
3. After receipt of a Notice of Termination as set forth in above, and except as otherwise directed by the County, the Consultant shall:
 - 3.1. Stop work under an Agreement on the date and to the extent specified in the Notice of Termination.
 - 3.2. Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under an Agreement, as it is not terminated.
 - 3.3. Terminate all orders and subcontracts pursuant to this Article to the extent that they relate to the performance of Work or Services terminated by the Notice of Termination.
 - 3.4. Assign to the County, in the manner, at the times and to the extent directed by the County, all of the right, title, and interest of the Consultant under the orders and subcontracts so terminated, in which case the County shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

- 3.5. With the approval of the County and to the extent required by the County, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts. County's approval of such settlements shall be final for all the purposes of a termination under the Article. In addition, Consultant shall transfer title and deliver to the County, in the manner, at the times, and to the extent, if any, directed by the County:
 - 3.5.1. The sketches, calculations, reports, models, studies and other Work-in-process, completed Work or Services, supplies, and other materials produced as a part of, or acquired in connection with the performance of the Work or Services terminated by the Notice of Termination; and,
 - 3.5.2. The completed or partially completed designs, plans, drawings, information, and other property, which, if the Agreement has been completed, would have been required to be furnished to the County.
- 3.6. Consultant shall complete performance of such part of the Work or Services as shall not have been terminated by the Notice of Termination.
- 3.7. After receipt of a Notice of Termination, the Consultant shall submit to the County its termination claim, in the form and with a certification as prescribed by the County. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one (1) or more extensions in writing are granted by the County, upon request of the Consultant made in writing within such thirty (30) day period or authorized extension thereof. Upon failure of the Consultant to submit its termination claim within the time allowed, the County may determine on the basis of information available to it, the amount, if any, due to the Consultant by reason of the termination and shall there upon pay to the Consultant the amount so determined.
- 3.8. Subject to the provisions of set forth above, the Consultant and the County may agree upon the whole or any part of the amount or amounts to be paid to the Consultant by reason of the total or partial termination of work pursuant to this Article which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts exclusive of settlement costs, shall not exceed the total contract price or Compensation as reduced by the amount of payments otherwise made and as further reduced by the contract price of Compensation for Work not terminated. As such, the Agreement shall be amended accordingly and the Consultant shall be paid the agreed amount. Nothing herein, prescribing the amount to be paid to the Consultant in the event of failure of the Consultant and the County to agree upon the whole amount to be paid to the Consultant by reason of the termination of Work or Services pursuant to this clause, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to the Consultant.
- 3.9. In the event of the failure of the Consultant and the County to agree as provided in Section 6.3.8. above upon the whole amount to be paid to the Consultant by reason of the termination of work pursuant to this Article, the County shall pay to the Consultant the amounts determined by the County as follows, but without duplication of any amounts already agreed upon by the parties.
 - 3.9.1. For completed Work or Services accepted by the County, the price or prices or Compensation specified in the Agreement for such work, less any payments previously made.
 - 3.9.1.1. Notwithstanding Fixed Fee or Price and Guaranteed Maximum-Not-To-Exceed Compensation the total compensation shall include the total of the following:

- 3.9.1.1.1. The costs incurred by the Consultant in the performance of the Work and Services terminated, including initial costs and preparatory expenses allocable thereto, but exclusive of any costs attributable to the Work and Services paid or to be paid for under Sections 3.8 and 3.9.1. hereof;
 - 3.9.1.1.2. The cost of settling and paying claims arising out of the termination of Work or Services under subcontracts or orders as provided herein, which are properly chargeable to the terminated portion of the Agreement exclusive of amounts paid or payable on account of work or services delivered or furnished by Subconsultants or Sub-subconsultants prior to the effective date of termination, which amounts shall be included in the costs payable herein; and,
- 3.10. An Agreement may be terminated by the Consultant if the Consultant provides a minimum of thirty (30) days written notice to the County's Director of Purchasing and Contracts. In the event the Consultant breaches any of the terms and conditions of an Agreement and after receipt of notice from the County of said breach and time to cure the same the Consultant fails to cure the breach, the County may take over the Work and Services and complete the Work or Services; or otherwise, the Consultant shall be liable to the County for any increased cost of the Project reasonably incurred by the County in the process of completing the Consultant's unfinished Work and Services. As such, County may apply unpaid Compensation due and owing to the Consultant prior to the default as a set off against the costs incurred by the County for taking over such Work or Services.
- 3.11 In the event that there is a partial termination of an Agreement by the County or Consultant because of nonappropriation by County, subject to Term of Contract and Contract Price and Compensation, Consultant shall be paid in accordance with terms of this Article, to the date of termination on a prorated basis for any task, milestone, or Deliverable started but not completed which were designated for payment on a payment schedule provided to the County prior to the commencement of work on the task, milestone or Deliverable which is the subject of the partial termination. County's obligation to pay Consultant under an Agreement is limited to the budgeted amount for the fiscal year approved by the Volusia County Council for the then current fiscal year of an Agreement and is otherwise limited to legally available non-ad valorem tax revenues. Consultant shall have no right to compel the Volusia County Council to appropriate funds for any fiscal year to pay the compensation set forth in Contract Price and Compensation. Consultant and County shall be obligated to continue performance under an Agreement for the work or services within the Scope of Work or Services under an Agreement which is not the subject of the partial termination by nonappropriation.
- 3.12 If termination of an Agreement occurs for any reason:
- 3.12.1 The County shall continue to have the unfettered right to use or access any license, designs, plans, or exhibits, any of the Deliverables or work products from tasks or milestones, arising under that Agreement and produced pursuant to the Contract Documents for which the County has paid prior to termination of an Agreement or for which County makes payment after termination of an Agreement.
- 3.13 Except as otherwise provided in an Agreement, Consultant shall return to the County all County Confidential Information in Consultant's possession and Consultant shall certify in a

written document signed by the Consultant that all such information has been returned.

- 3.14 Except as provided in Section 3.12.1, the County shall return to Consultant or destroy all Consultant's Confidential Information in the County's possession (including, without limitation, all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment or other documents or property relating to such Consultant's Confidential Information and all copies of any of the foregoing (in whatever medium recorded)) and all Third-Party Products in its possession not yet accepted and not yet paid for in full together with all copies of documentation and other material related thereto, and shall certify in a written document signed by the County Project Manager that all such information and material has been returned or destroyed.
- 3.15 For all undisputed outstanding invoices submitted to the County prior to the effective date of the termination and subject to Term of Contract, Contract Price and Compensation, and this Article, the County shall cause payments to be made to Consultant within thirty (30) days of receipt of invoice. Consultant shall invoice the County for any sums Contractor claims to be owed by County under an Agreement for work performed from the last invoice to the effective date of termination. County shall review such invoice for payment and County shall pay any undisputed amount within thirty (30) days.
- 3.16 In the event of termination by the County for nonappropriation, for all items or products ordered by Consultant before receipt by Consultant of the Notice of Termination which Consultant could not cancel without imposition of a fee, the County shall cause payments to be made to Consultant within thirty (30) days of receipt of an undisputed invoice for all cancellation, restocking or residual fees resulting from the cancellation or return of third party products ordered from or shipped by the vendor thereof prior to the effective date of the termination.
- 3.17 All provisions of an Agreement which imposes or contemplates continuing obligations on a party will survive the expiration or termination of an Agreement.

ASSIGNMENT AND ASSUMPTION: Consultant may not assign or otherwise convey Contractor's rights and/or obligations without first providing County with a processing fee of Five Hundred Dollars (US\$500.00) and obtaining County's prior written consent, which consent County may withhold, limit and/or condition in County's sole discretion, including, but not limited to posting a performance bond. Any consent by the County under this section shall be by written amendment to the Contract in a form and substance specified by the County in its sole discretion. If Consultant desires to assign or otherwise convey its rights and/or obligations under Contract, Consultant shall, no less than one hundred twenty (120) days prior to the assignment's proposed effective date, provide County with a written request for County's consent.

Failure by the Consultant to obtain the County's consent in accordance with this section prior to assignment or other conveyance shall: 1) constitute a material breach of the contract; and 2) entitle the County to retain any and all legal rights, claims and defense to enforce this section, including, but not limited to, injunctive, declaratory, damages and attorney's fees and costs. Payment of any sum by the County in accordance with the Contract to the Consultant or or any person or entity prior to the Consultant obtaining the County's consent to the assignment shall not constitute a waiver of the rights of the County under this section.

Nothing herein shall preclude the right of the County to waive its rights under this section but no waiver shall be granted by the County without amendment to the Contract. The Consultant is hereby placed on notice that the County may demand a discount of up ten percent (10%) from those rates or compensation for the goods or services established in the Contract as a condition to execution of the amendment.

EVALUATION METHOD: The County will appoint a committee consisting of one (1) council member and department staff to evaluate the proposals and to make recommendation to the County Council. The County will

be the sole judge of its own best interests, the proposals, and the resulting agreement. The County's decisions will be final. Award will be made to the proposal, which presents the best value to the County based on the entire evaluation process and all the information gathered. The County may require the short-listed firm (s) to do an oral presentation or have discussions by proposed team relative to their specific experience on similar projects. The selection process shall be in accordance to CCNA process. Although, each member independently examines the proposals prior to the meeting, the short-listing or selection of the firms is determined by the consensus of the committee at the meeting.

Note: Respondents are prohibited from contacting any of the committee members, other than the Procurement analyst prior to the recommendation of award from the committee.

EVALUATION CRITERIA: The following criteria will be used in the evaluation of the proposals:

Qualifications, experience and project approach:

- Credentials, qualifications and years experience of the staff for both the prime and sub consultants and key personnel as presented by resumes, education, and training;
- Professional certifications, titles, and accomplishments of staff;
- Affiliations, memberships, and officers of staff in professional organization;
- Number of years prime and sub consultants worked together;
- Experience in providing similar projects;
- Overall project approach to support the needs and objectives of the project;
- Past performance or record;
- Ability to meet time and budget requirements;
- Quality control;
- Recent, current, and projected work load;
- Adequacy of personnel, and
- Location of office facilities and staff within a local area (Volusia County preferred, Central Florida in general).

Note: The County reserves the right to evaluate, prior to making an award, current financial statements and data from the applicants, the ability to comply with required schedule, past record of integrity and record of performance.

ASSESSMENT: The committee will evaluate each proposal against the requirements of the solicitation using the following:

Strengths: Those areas in which the proposal exceeds the County's requirements.

Weaknesses: Those areas where the proposal lacks soundness or effectiveness which could prevent fully successful performance of the contract.

Risk/Deficiencies: Those areas where the proposal fails to meet the County's requirements.

QUESTIONS/EXCEPTIONS: It is incumbent upon each respondent to carefully examine this solicitation's specifications, scope of work/service, terms and conditions, and draft consulting contract. Questions and exceptions concerning any section of this solicitation shall be directed by letter, facsimile transmission (386-736-8922) or by e-mail to the Procurement Analyst named above, who shall be the official point of contact for this solicitation. Questions and exceptions shall be submitted no later than fourteen (14) days before the closing date. Thereafter, no further questions or exceptions will be accepted or reviewed by the County and respondents' right to submit questions or exceptions will terminate and any questions or exceptions not previously made shall be deemed waived. The issuance of a written addendum is the only official method by which interpretation, clarification, or additional information can be given and oral representations will not be binding on the County.

If it becomes necessary for the County to revise any part of this solicitation, an addendum will be posted on the

County's web site. **It is each respondent's responsibility to check the Volusia County web site at <http://vcservices.vcgov.org/bidlistnet1> for any addenda. Each respondent should ensure that they have received all addenda to this solicitation before submitting their proposal.** In their proposals, respondents must provide proof of receipt of each addendum by signing each addendum and returning each addendum to the County. **Failure to provide this proof may cause respondent's proposals to be rendered non-responsive. Each addendum issued by the County shall become a material part of this solicitation and shall be the final decision on the subject of the addendum.**

PROPOSED SCHEDULE:

9/09/11	Release date for Request For Qualification
9/29/11	Final date to receive written questions
10/13/11	Closing Date
November, 2011	Tentative date of the Committee
November, 2011	Tentative date for presentations
December, 2011	Tentative date for submission to Council for approval of award
January, 2011	Tentative Contract Start Date

PROPOSAL REQUIREMENTS: Firms interested in providing the required professional services shall submit: one (1) permanently secured binder (not loose leaf) marked "ORIGINAL," five (5) or secured binders (not loose leaf) each marked "COPY," and one (1) complete, labeled electronic copy on a compact disc in PDF format, of the requested qualification data for evaluation.

DO NOT SEND CONFIDENTIAL, PROPRIETARY INFORMATION OR TRADE SECRETS

Proposals shall be clear, concise, indexed by subject, typed on letter size paper, and individually bound. Proposals shall be mailed or delivered in a sealed package clearly marked on the outside with the project name, invitation number, and due date. Packages shall be received in the Volusia County Purchasing and Contracts Office by the advertised deadline. Delivery of a package to any County location other than the Purchasing & Contracts Office does not constitute official receipt by the County. Any package delivered after the advertised deadline will not be considered. **Failure to provide the required copies and information may result in the proposal not being considered.**

Proposals shall be tabbed and labeled in the following order:

Tab 1: Letter of Interest

Respondent shall submit a letter of interest signed by a corporate officer or principal or an authorized representative of the prime consultant authorized to obligate the firm and/or joint venture contractually. The letter shall include the business address, telephone number, facsimile number, e-mail and the name of the prime consultant or joint venture that the County can contact for additional information. The respondent or authorized representative is attesting that the information provided is current and factual and that all firms on the proposed team agree to work on the project together.

Tab 2: Company Profile

Respondent shall provide a brief profile of their company, which should include their firm's legal name (former name, if applicable); history; business structure; designation of the legal entity by which business operates (sole proprietor, partnership, corporate, LLC, etc.); type of ownership (small business, small disadvantaged business or women-owned business); length of company's existence; locations of their parent company, branch or subsidiary and proposed project team; total number of personnel including personnel by discipline; and average annual revenue for the past five (5) years.

Tab 3: Project Team

1. **Prime Consultant:** Professional staff (name, project role, business address, phone number, and e-mail address) including job skills, education (degree and specification), professional training, total years experience, years experience with current firm, professional registration, and other professional qualification. The respondent shall state the percent of prime's business performed by their sub consultant [A maximum of five (5) single-sided pages for this section].
2. **Sub consultants:** same as above including number of years experience working with the respondent, percent of sub consultant's business performed for prime and past relationships [A maximum of three (3) single-sided pages for this section].
3. **Organizational chart:** One (1) single-sided page maximum of the proposed team (prime & sub consultants).

Tab 3 shall not exceed 9 pages, single-sided. If tab 3 contains more than nine (9) pages as indicated, your proposal may be considered non-responsive.

Tab 4: Financial Stability/Litigation:

Respondent shall provide a statement certifying that they are financially stable and have the necessary resources, human and financial, to provide the services at the level required by the County of Volusia. Respondent shall also list any lawsuits in which their team (firm & sub-consultants) are involved relative to the services performed or failed to perform over the last five (5) years. The respondent shall also list any work in which their team failed to complete in the last five (5) years and describe when, where, how and why of such failure, including listing any officer or partner of their team who in the last five (5) years failed to complete a contract handled in his/her name and discuss the reasons. The companies Dunn & Bradstreet number shall be included.

Upon request, all respondents shall be prepared to supply a financial statement, preferably a certified audit, but a third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted.

Tab 5: Similar Projects and References- Note: The information provided under this tab must be current and the County must be able to contact references for verification as part of the evaluation process. It is the responsibility of the respondent to verify the information prior to submitting this information.

The respondent shall provide examples of similar projects which best illustrates the proposed team's qualification for the scope of services. Respondent shall state the project title; location; owner name, address, and telephone number; years completed; project cost; brief description of project and relevance to this RSQ including the role of the proposed team. [A maximum of six (6) single-sided pages in this section].

Provide a client reference for each of the representative projects including project name, client name, address, contact name and phone number and email address. It is the firm's responsibility to ensure email addresses provided are current and accurate. **(Use Attached Reference Form).**

Tab 6: Project Approach

Respondent shall explain their internal process, which includes their proposed team, for responding to request for work including their method for quality control [A maximum of two (2) single-sided pages in this section].

Tab 7: Documentations

Addenda: The signature page of any and all Addenda.

Business Registration. If required, respondent shall be registered with the Florida Division of Corporation to do business in the State of Florida. The respondent shall submit copies of their corporation, limited liability company, limited partnership, general partnership or fictitious name registrations with their submittals.

Professional Certification/Licenses: Respondent and their subconsultants/subcontractors shall have a current professional license from the appropriate governing board to practice in the State of Florida at the time of its submittal. Respondent and their subconsultants shall submit with their submittal copies of their professional license.

Authorized Representative/Joint Ventures: Respondents submitting letter of interest from an authorized representative shall provide additional documentation from the corporate officer or principal authorizing the representative to bind the firm to a contract. Joint ventures shall submit a statement of participation by a principal of each member of the joint venture with their proposal.

Business Tax Receipt (BTR) (formerly known as "Occupational license"). A respondent who is currently required to have a Business Tax Receipt (BTR) at the time of the submittal shall provide a copy of their current BTR in their **response** to this solicitation. There are two exceptions to this bid submission requirement:

- 1) If the firm's business does not have a physical location in Volusia County, no submission is required, or
- 2) If the firm's business type is exempted, **submit** a Proof of Exemption approved by the Volusia County Revenue Director (see **Proof of Exemption** form).

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

Proof of Exemption, if applicable: The Proof of Exemption mentioned above is included as an attachment to this request for qualifications. Respondents who are exempt shall submit the approved Proof of Exemption with their proposal.

Insurance: All respondents shall submit evidence of insurance coverage or proof of insurability with their submittal. Upon the approval of an award, respondent shall then furnish to the County a certificate of insurance attesting that the firm has coverage in accordance with the requirements set forth in the contract.

Notice of Election to be Exempt/Hold Harmless Agreement, if applicable: Respondents that are exempt under the Florida worker's compensation law in Chapter 440.02 Florida Statutes shall provide a copy of their "Notice of Election to be Exempt," if applicable or Hold Harmless Agreement for each person exempt and proof of coverage for non-exempt employees. The hold harmless agreement is included as an attachment to this request for qualifications. Said agreements shall be returned with the proposal as detailed in the proposal requirements (*Note: When completing the form, leave the contract date blank*)

Conflict of Interest Disclosure: Respondent shall properly complete, notarize and include with their proposal the attached disclosure statement of any potential conflict of interest that the firm may have due to ownership, other clients, contracts or interests associated with this project (*See the attached form included in this package*).

Prohibition Against Contingent Fees: Respondent shall properly complete, notarize and include with their proposal the attached disclosure statement certifying that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the respondent to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this agreement (*See the attached form included in this package*).

Public Entity Crime and Discriminatory Vendor List: Respondents shall complete and include with their proposal the attached disclosure statement certifying that the submission of its proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005). Additionally, respondent shall also certify that respondent, respondent's subcontractors/subconsultants and respondent's implementer, if any, is not under investigation for violation of such statutes (*the attached forms "Certification Regarding*

Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions” and the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion” shall be completed by the prime consultant and all subconsultants of the project team).

Drug-Free Work Place: Respondents shall complete and include with their proposal the attached form certifying compliance with Florida Statute 287.087 (See ***“Drug-Free Work Place”*** form).

Vendor Registration: If the respondent is not registered with the County, respondent shall go to the County web site at www.volusia.org/purchasing and register. Respondents who are newly registered with the County shall complete and sign the attached TIN and Certification form to activate their registration (See “Taxpayer Identification Number (TIN) and Certification).

END OF PROPOSAL REQUIREMENTS

GENERAL INFORMATION:

CONFIDENTIAL INFORMATION: Do not send confidential, proprietary information or trade secrets.

DISADVANTAGED AND WOMEN BUSINESS ENTERPRISES: The County of Volusia has adopted policies that assure and encourage the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services. Municipal Code section 2-269, County Ordinance No. 90-20, § 9,5-17-90 of the County Council of the County of Volusia, establishes the policies and procedures for the Disadvantaged and Women's Business Enterprises program. The awarded Respondent shall endeavor to fulfill the goals and policies of this ordinance.

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

WAIVER: The County of Volusia reserves the right to reject any or all proposals, to waive informalities and to accept all or any part of any proposal as may be deemed to be in the best interest of the County.

THIRD PARTY COURIER: If a third party carrier (Federal Express, Airborne, UPS, USPS, etc.) is used, that the third party is properly instructed to deliver the Bid Submittal only to Room 302, in the Purchasing and Contracts Office on the third (3rd) floor at the above address. To be considered, a Bid must be received and accepted in the Purchasing and Contracts Office before the Bid closing date and time.

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CONFLICT OF INTEREST DISCLOSURE

I HEREBY CERTIFY that

1. I, (printed name) _____, am the (title) _____ and the duly authorized representative of the firm of (Firm Name) _____ whose address is _____, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,
3. This bid submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS to items above (List): _____

By _____ Date _____

(Signature)

By _____

Corporate Officer Name & Title

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC – STATE OF _____

Type or print name: _____

Commission No.: _____

Commission Expires: _____

(Seal)

PROHIBITION AGAINST CONTINGENT FEES

In accordance with Florida Statute 287.055(6)(a), the following statement, duly signed and notarized, must be included in each proposal:

The firm, _____, warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the respondent to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this agreement.

By _____
(Signature)

Date _____

By _____
Corporate Officer Name & Title

STATE OF _____

COUNTY OF _____

Sworn to/affirmed and subscribed before me this _____ day of _____, 20____,
by _____, who is personally known to me or who
has produced _____ as identification.

NOTARY PUBLIC – STATE OF _____

Type or print name:

Commission No.: _____

Commission Expires: _____

(Seal)

Notification Regarding Public Entity Crime and Discriminatory Vendor List Requirements and Disqualification Provision

A. Pursuant to Florida Statutory requirements, potential Respondents are notified:

287.133(2)(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

287.133(2)(b) A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

287.134(2)(a) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

287.134(2)(b) A public entity may not accept any bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

B. By submitting a proposal, the Respondent represents and warrants that the submission of its proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005) or their successor.

C. In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent's subcontractors and Respondent's implementer, if any, is not under investigation for violation of such statutes.

D. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

Note: Consultant shall complete the "Certification regarding debarment, suspension, and other responsibility matters primary covered transactions (Prime Consultant)" and the "Certification regarding debarment, suspension, ineligibility and voluntary exclusion (Subconsultants)."

**Certification Regarding
Debarment, Suspension,
And Other Responsibility Matters
Primary Covered Transactions**

TO BE COMPLETED BY THE PRIME CONSULTANT

- 1) The prospective primary participant (consultant) certifies to the best of its knowledge and belief, that it and its principals (subconsultants and subcontractors):
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this solicitation been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) Have not within a three-year period preceding this solicitation had one or more public transactions (Federal, State, or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this solicitation.

Name and title

Signature

Firm

Street address

City, State, Zip

Date

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

TO BE COMPLETED BY ALL SUB-CONSULTANTS

Lower Tier Covered Transactions

- 1) The prospective lower tier participant (subconsultant) certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to the above statement, the prospective participant shall attach an explanation to this form.

Name and title

Signature

Firm

Street address

City, State, Zip

Date

DRUG-FREE WORK PLACE

The undersigned firm in accordance with Florida statute 287.087 hereby certifies that

_____ does:
(Name of Firm)

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 actions 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 available drug counseling, rehabilitation, and employee assistance 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 proposed 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 proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law 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 any 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.

Name

Title

Firm

Street Address

City, State, Zip

Date

HOLD HARMLESS AGREEMENT

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

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

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

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

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

Page 2 of 2: Hold Harmless Agreement

Officer/Owner: _____ (*print name*) _____ (*signature*)

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

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20____, by _____

_____, who is/are personally known to me **or** who has/have produced
 _____ as identification.

 NOTARY PUBLIC – STATE OF _____

Type or print name:

 Commission No.: _____

Commission Expires: _____

(Seal)

**PROOF OF EXEMPTION****FINANCIAL AND ADMINISTRATIVE SERVICES****REVENUE DIVISION**

123 W. INDIANA AVE. • ROOM 103 • DELAND, FL 32720-4602

PHONE: 386-736-5938 • FAX: 386-822-572

<http://volusia.org/revenue/>

I certify that the business known as (*business name*) _____, providing
_____ services, which is located at (*street address*) _____
_____, (*city*) _____, falls under the business tax exemption described in:

- | | | |
|---|---|---|
| ☐ Florida Statute 205. 063 | ☐ Florida Statute 205. 065 | ☐ Florida Statute 205. 191 |
| ☐ Florida Statute 205. 064 | ☐ Florida Statute 205. 162 | ☐ Florida Statute 205. 192 |
| | ☐ Florida Statute 205. 171 | |

www.flsenate.gov/Statutes/index.cfm?App_mode=Display_Statute&URL=Ch0205/ch0205.htm

OR is the type of business indicated below:

- | | | |
|---|---|---|
| ☐ Child Care – Residential | ☐ Insurance Adjuster,
Agent, or Company | ☐ Radio/Television Station |
| ☐ Commercial Rentals | ☐ Pharmacist/Pharmacy
(Prescription Drugs Only) | ☐ Religious Institution |
| ☐ Door to Door/Peddler Sales | | ☐ Residential Rentals over 6months |
| | | ☐ Sale of Alcoholic Products only |

(Authorized Signature)

(Printed Name)

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____, by
_____, who is/are personally known to me **or** who has/have
produced _____ as identification.

NOTARY PUBLIC – STATE OF _____

Type or print name:

Commission No.: _____

Commission Expires: _____

(Seal)

A business that falls under one of the exempt classifications listed above is not required to have a Volusia County Business Tax Receipt.

Margaret Flomerfelt, Revenue Director

Reference Form

Reference No. 1	
Address	
City, State, ZIP	
Contact Person	
Telephone & E-mail	
Date(s) of Service	
Type of Service	
Comments:	
Reference No. 2	
Address	
City, State, ZIP	
Contact Person	
Telephone & E-mail	
Date(s) of Service	
Type of Service	
Comments:	
Reference No. 3	
Address	
City, State, ZIP	
Contact Person	
Telephone & E-mail	
Date(s) of Service	
Type of Service	
Comments:	