



Proposal Due Date: Thursday, December 9, 2010	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: Shaira Resto, CPPB, FCCM Procurement Analyst II (386) 822-5771 Office • Fax (386) 736-5972 E-mail : sresto@co.volusia.fl.us www.volusia.org

RSQ no. 11-SQ-18SR
Professional Solid Waste Management Engineering 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, until 3:00 p.m. on Thursday, December 9, 2010. 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 solid waste engineering services.

Professional consultants are to provide the following engineering services, but not limited to: conceptual studies, feasibility studies, preliminary assessments, cost estimates, construction administration/management, and administration assistance. Firms must demonstrate qualification and specific experience in the following listed areas:

Contamination Evaluation – Plan, permit, and implement corrective action and/or remediation plans. Collect samples, complete field testing, and evaluate data for submission of semi-annual, annual, and bi-annual water quality and leachate monitoring reports as required by FDEP, EPA, and SJRWM.

Solid Waste Landfill Design, Expansion, Permitting, and Construction Management – Work includes preparation of feasibility studies, engineering design plans, engineering calculations, operational plans, closure plans, long term care plans, and monitoring plans in accordance with all federal, state and local regulations for landfills, transfer stations, public drop-off facilities, and recycling facilities. Experience with innovative technologies including bioreactors, leachate reduction systems, alternative energy systems, waste reduction programs, and landfill construction techniques involving densification, shredding, and dewatering is beneficial. Significant and innovative solid waste research and development projects completed by the respondent should be specifically listed in the responses.

Closure Design, Permitting, and Construction Management – Preparation of closure plans in accordance with all federal, state and local regulations for Class I, Class II, Class III landfills. Work may include characterization of in-place landfill waste, studies of potential contaminant fate, and design of remediation systems. Innovative research and development experience is beneficial. Services may also include land reclamation and remediation.

Development of solid Waste Master Plans – This service may include public surveys, trend projections, future estimates, and presentations to the Board and to the public. The respondent must demonstrate experience and expertise in maximizing the economic value and community benefits of owning and operating solid waste facilities.

Design, Permitting, and Construction Management to Retro-fit Existing Facilities – This service may include design modifications to leachate management systems, landfill gas management systems, exposed geomembrane covers, buffer enhancements, operational plans, and other services related to the landfill infrastructure. The respondent should demonstrate expertise and experience in retro-fitting existing landfills and ancillary systems to meet changes or projected changes in operating conditions or the regulatory requirements.

Solid Waste Accounting Services – This may include collection/rate negotiations, closure financial assurance, generation studies, composition studies, full cost accounting, assessment studies and rate studies.

Design, Permitting and Construction of Recycling Facilities – These services may include all items associated with recycling efforts including feasibility studies, volume generation, equipment selection, bidding, and implementation of projects. The respondent should demonstrate expertise and experience with current recycling information and trends.

Alternative Energy Facilities – These services may include facility design, permitting, construction, and inspection. The respondent should demonstrate expertise and experience with Landfill Gas, Waste to Energy, Solar, Wind, and alternative electrical generating processes.

Household Hazardous Waste Collection Services – These services may include facility design, permitting and construction, alternative collection efforts, volume estimates and projections, and permanent disposal plans. The respondent should demonstrate knowledge and experience with collection, testing, repacking, transportation, and disposal regulations for household hazardous wastes including used motor oil, paints, household and yard chemicals, etc. The work may include contract writing and contract negotiations to support the household hazardous waste program.

Leachate Collection and Disposal – This work includes the design, permitting, and construction management of leachate collection, pumping, holding, and disposal systems. The respondent should demonstrate expertise and experience with leachate management in order to compare potential alternative methods for collection, treatment, and disposal. Expertise and experience with on-site pre-treatment and reduction is beneficial.

Lining System Services - This work includes the design, permitting, and construction management of geomembrane, geosynthetic, clay, and composite lining systems together with the ancillary leachate collection and leak detection systems. The respondent should demonstrate expertise and experience with lining systems used to contain solid waste and the leachate and landfill gas emitted from solid waste landfills. Expertise and experience with double geomembrane systems is required. Expertise in estimating and comparing total installation and operating costs for innovative design projects is required.

LFG System Services - This work includes the design, permitting, and construction management of landfill gas collection and control systems (GCCS). The respondent should demonstrate expertise and experience with installation/expansion of GCCS in order to comply with the requirements of the federal New Source Performance Standards (NSPS), Greenhouse Gas (GHG), and Title V air permit requirements. Expertise and experience with Horizontal and Vertical GCCS and will include the ability to prepare construction-level technical specifications, estimated bid quantities, and cost estimates applicable in preparing qualified bid documents.

INSURANCE REQUIREMENT: All respondents shall submit evidence of insurance coverage or proof of insurability with their submittal. **Upon the approval of an award, the firm shall furnish to the County a certificate of insurance attesting that the firm has coverage in accordance with the requirements herein set forth.** The firm shall maintain at all times during the term of any agreement resulting from this solicitation or for such longer periods as may be required, without cost or expense to the County of Volusia, policies of insurance insuring the firm against any and all claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the firm under the terms and provisions of this agreement. The firm shall secure and maintain, at its sole cost and expense during the contract term, the following insurance:

- o **Commercial General Liability shall be an occurrence policy** - in the amount of one million and no/100 dollars (\$1,000,000.00) per occurrence.
- o **Professional Liability shall be an occurrence policy** – in the amount of one million and no/100 dollars (\$1,000,000.00) per occurrence with a maximum deductible of fifty thousand and no/100 dollars (\$50,000.00) including coverage for groups A, B, and C (libel, false arrest, slander). For policies written on a “Claims-Made” basis the Consultant agrees to maintain a retroactive date prior to or equal to the effective date of this contract and agrees to maintain insurance coverage for a period not less than three years after the completion of this contract term.
- o **Business Automobile Liability with “Any Auto” policy** – in the amount of one million and no/100 dollars (\$1,000,000.00) per occurrence.

o **Workers Compensation** – As required by Florida law.

Requirements for the firm that qualify for an exemption under the Florida Worker's Compensation law in Chapter 440 Florida Statutes are detailed below:

Incorporated or unincorporated firms with less than four (4) employees shall be required to submit a signed and notarized hold harmless agreement relieving the County of liability in the event they and/or their employees are injured while providing goods and/or services to the County.

Incorporated or unincorporated firms with four (4) or more employees shall be required to provide a copy of their "Notice of Election to be Exempt," and valid proof of coverage for non-exempt employees.

All insurance policies shall be issued by insurers licensed to do business in the State of Florida and any insuring firm is required to have a minimum rating of **A-**, Class VIII, in the "Best Key Rating Guide" published by A.M. Best & Firm, Inc.

The County reserves the right to request a copy of the complete insurance policy(ies) and any endorsements for the above-mentioned insurance. A certificate of insurance and copies of all applicable endorsements indicating that the respondent has coverage in accordance with the requirements herein set forth shall be furnished by the firm to the County prior to the execution of the contract and annually upon renewal thereafter. The firm agrees that County will make no payments pursuant to the terms of the contract until all required proof or evidence of insurance has been provided to the County. **The firm also agrees that the insurer shall waive its rights of subrogation, if any, against the County on Commercial General Liability and Workers' Compensation insurance coverage.** The ACORD Certificate of Liability Insurance with endorsements shall be completed by the authorized Resident Agent and returned to the Purchasing Office. This certificate shall be dated and show:

1. The name of the insured firm, name of the insurer, the number of the policy, its effective and termination date, and solicitation number.
2. Statement that the Insurer will mail notice to the County at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
3. **County shall be named as an additional named insured on General Liability Insurance as evidenced by the endorsement.**

The firm shall also either cover any subconsultant/ subcontractors and/or independent contractors on its policy or require the subconsultant/subcontractor and/or independent contractors to obtain coverage to meet these requirements and file appropriate forms with the County.

Note: Although, the insurance requirements are also stipulated in the contract, the requirements are not negotiable.

Loss Deductible Clause: The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the respondent and/or subcontractor providing such insurance.

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 will require the short-listed firm (s) to do

an oral presentation 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, either directly or indirectly via other County employees, 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:

- Professional license, certifications, titles, and accomplishments of staff;
- 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;
- 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;
- Quality of performance or previous contracts or services;
- Whether the firm can perform the contract or provide the service within budget requirements, promptly or within the time specified, without delay or interference;
- Quality, availability and adaptability of the contractual services to the particular use required;
- Recent, current, and projected work load;
- Volume of work previously awarded to each firm by the County;
- Adequacy of personnel;
- Sufficiency of the financial resources and ability of the firm to perform the contract or provide the services;
- Character, integrity, reputation, judgment, and efficiency of the firm;
- Previous and existing compliance by the firm with laws and ordinance relating to the contract or services; 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:

11/07/10	Release date for Request For Qualification
11/29/10	Final date to receive written questions
12/09/10	Closing Date
TBD	Tentative date of the Committee
TBD	Tentative date for presentations
TBD	Tentative date for submission to Council for approval of award

PROPOSAL REQUIREMENTS: Firms interested in providing the required professional services shall submit: one (1) permanently secured binder (not loose leaf) marked "ORIGINAL," seven (7) 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.**

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

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].

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

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").

Tab 8: Addenda's (*if applicable*)

END OF PROPOSAL REQUIREMENTS

GENERAL INFORMATION:

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

LOCAL RESPONDENTS: The County Council has established a policy to encourage participation of Volusia County businesses in the provision of goods and services. The County will endeavor to assist local businesses to achieve this goal.

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.

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 _____
(Signature)

Date _____

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).
- 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