



**REQUEST FOR PROPOSAL  
FOR  
WEB HOSTING AND REDESIGN SERVICES**

**RFP NO. 10-P-45TF**

**Closing Date: Tuesday, June 1, 2010**

**Purpose of RFP**

**The purpose of this Request For Proposal (RFP) is to solicit competitive sealed proposals for Web Hosting and Redesign Services for the County of Volusia, Florida.**

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## **RFP 10-P-45TF**

### **WEBSITE HOSTING, REDESIGN, AND ENHANCEMENT SERVICES**

#### **1.0 PURPOSE & OVERVIEW**

The purpose of this Request for Proposals (RFP) is to solicit competitive sealed proposals for a contract(s) for Website Hosting Services, Website Redesign Services, and the implementation, upgrade, and enhancement to the Daytona Beach International Airport Website Flight Information Display System for the County of Volusia, Florida.

The County of Volusia maintains approximately twenty (20) websites that offer information, documents, and interactive applications for all departments and services. Started in February 1997, *volusia.org* has grown from under 100 files to over 10,000 pages of web content. The County is seeking a Contractor to provide web hosting services for *volusia.org* and other associated websites using current technology, a Contractor to redesign the County's internet and intranet websites, and a Contractor to enhance the Daytona Beach International Airport website. Each project may have its own separate contract and multiple contracts may be awarded.

#### **2.0 SCOPE OF SERVICES**

See **Exhibit A** for the Scope of Services and Specifications.

#### **3.0 PRICING FOR PRODUCTS AND SERVICES**

See **Exhibit B** for the Products and Services Pricing spreadsheet.

#### **4.0 FUNCTIONAL REQUIREMENTS MATRIX**

See **Exhibit C** for the Functional Requirements Matrix.

#### **5.0 TECHNICAL INFRASTRUCTURE STANDARDS**

See **Exhibit D** for the County's Technical Infrastructure Standards.

#### **6.0 COUNTY COMPUTING SECURITY PROCEDURE**

See **Exhibit E** for the County's Computing Security Procedure.

#### **7.0 ENTERPRISE IP/WEB BASED APPLICATIONS INVENTORY**

See **Exhibit F** for the County's Enterprise IP/Web Based Applications Inventory.

## 8.0 GENERAL TERMS & CONDITIONS

### 8.1 RFP Closing Date

Proposals must be received by the Volusia County Purchasing and Contracts Office, Room **304**, Third Floor, 123 West Indiana Avenue, DeLand, FL, 32720-4608, no later than **3:00 p.m., local time, on Tuesday, June 1, 2010**. Proposals received after this time will not be considered.

### 8.2 Proposed Schedule

04/27/10 .....Release date for Request For Proposal  
 05/10/10 .....Pre-proposal Conference  
 06/01/10 .....Closing Date  
 June 2010 .....Evaluation Complete  
 June 2010 .....Presentations, if required  
 July 2010 .....Negotiation period  
 July 2010 .....Submittal of final contract to Council for approval  
 August 2010 .....Project Start Date

### 8.3 Delivery of Proposals

All proposals shall be sealed and delivered or mailed to (faxes/e-mails will *not* be accepted):

County of Volusia, Florida  
 Purchasing and Contracts Office, Room **304**  
 123 West Indiana Avenue, 3rd floor  
 DeLand, Florida 32720-4608

Mark package(s) **“RFP # 10-P-45TF, Website Hosting, Redesign, and Enhancement Services”**

**Note:** Please ensure that if a third party carrier (Federal Express, Airborne, UPS, USPS, etc.) is used, that they are properly instructed to deliver your proposal **only** to Room **304**, in the Purchasing Office on the third (3rd) floor at the above address. To be considered, **a proposal must be received and accepted in the Purchasing and Contracts Office before the RFP Closing Date and Time.**

### 8.4 Pre-proposal Conference

- A. A pre-proposal conference will be held in the Purchasing Conference Room at 123 W. Indiana Avenue, 3rd Floor, DeLand, FL, at 2:00 p.m., local time, Monday, May 10, 2010. While this is not mandatory, all interested parties are encouraged to attend and participate.
- B. In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities and who need special accommodations

to participate in the proceedings should contact the Volusia County Purchasing and Contracts Office in DeLand with a written request at least two (2) business days prior to the meeting date. Facsimiles are acceptable and may be sent to 386-736-5972.

## 8.5 Public RFP Opening

- A. Pursuant to Section 119.071(1)(b)1.a, Florida Statutes, bids or proposals (“responses”) and the completed tabulation will be available for inspection within ten (10) days of response opening. Names only of firms submitting proposals will be read aloud at the RFP opening. Contact the Purchasing and Contracts Office during regular business hours to inspect responses and the completed tabulation, or go to <http://vcservices.vcgov.org/bidlistnet1/> for inspection of the completed tabulation. The foregoing notwithstanding, if, prior to the County’s making responses available for inspection, the County rejects all responses and concurrently provides notice of the County’s intent to reissue the solicitation, then the County may avail itself of the exemption for rejected responses set forth in Section 119.071(1)(b)1.b, Florida Statutes, to the extent such section may apply.
- B. In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities and who need special accommodations to participate in the proceedings should contact the Volusia County Purchasing and Contracts Office in DeLand with a written request at least two (2) business days prior to the meeting date. Facsimiles are acceptable and may be sent to 386-736-5972.

## 8.6 Proposal Form

- A. See Submittal Requirements for complete details.  
**It is not necessary to return every page of this document with the Proposal; return only the pages that require signatures or information.**
- B. Each respondent shall submit **eight (8)** complete sets of the Bid Submittal:
  - **One (1)** hard copy marked “ORIGINAL”
  - **Six (6)** hard copies marked “COPY”
  - **One (1) COMPLETE electronic copy on a CD in PDF format (Excel spreadsheets shall not be recorded in PDF).**

**Note solicitation number and name of company on the disk.**

**DO NOT SEND CONFIDENTIAL INFORMATION,  
PROPRIETARY INFORMATION, OR TRADE SECRETS**

- C. Terms and conditions differing from those in this RFP may be cause for disqualification of the proposal.

## 8.7 Questions Concerning RFP

- A. It is incumbent upon each respondent to carefully examine this solicitation's specifications, scope of work/service, terms, and conditions. Questions and exceptions concerning any section of this RFP shall be directed by letter, facsimile transmission, or e-mail to the Procurement Analyst named in item B (below), who shall be the official point of contact for this RFP. Questions and exceptions shall be submitted no later than 14 (fourteen) 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.
- B. Mark cover page or envelope(s) "Questions/Exceptions re: RFP # 10-P-45TF, "Website Hosting, Redesign, and Enhancement Services."

Submit questions to:

Tabatha Freedman, Procurement Analyst II  
 Telephone:.....386-822-5788  
 Fax: .....386-736-5972  
 E-mail:.....[tfreedman@co.volusia.fl.us](mailto:tfreedman@co.volusia.fl.us)

- C. If it becomes necessary for the County to revise any part of this RFP, an addendum will be posted on the County's web site. **It is each respondent's responsibility to check the Volusia County web site for any addenda at <http://vcservices.vcgov.org/bidlistnet1>. Each respondent should ensure that they have received all addenda to this RFP 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 PROPOSAL TO BE RENDERED NON-RESPONSIVE.**
- D. 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.

## 8.8 Clarification and Addenda

- A. It is incumbent upon each respondent to carefully examine all specifications, terms, and conditions contained herein. Any inquiries, suggestions, or requests concerning interpretation, clarification, or additional information shall be made in writing, (facsimile transmissions acceptable at 386-736-5972) through the Procurement Analyst named above. The County will not be responsible for any oral representation(s) given by any employee, representative, or others. The

issuance of a written addendum is the only official method by which interpretation, clarification, or additional information can be given.

- B. If it becomes necessary to revise or amend any part of this RFP, notice may be obtained by accessing the County's web site. Respondents must acknowledge receipts of amendments in their proposals. Each respondent should ensure that they have received all addenda and amendments to this RFP before **submitting their proposal. Please check the Volusia County web site for any addenda at <http://vcservices.vcgov.org/bidlistnet1>.**

## 8.9 Award

The County reserves the right to award the contract to the bidder(s) that the County deems to offer the lowest responsive and responsible bid(s), as defined elsewhere in this solicitation. The County is therefore not bound to accept a bid based only on lowest price. In addition, the County has the sole discretion and reserves the right to cancel this Bid, to reject any/all bids, to waive any/all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the County to do so. Nothing prohibits the County from rejected/rebidding when responses exceed budget and the County must change the solicitation to lower costs. The County also reserves the right to make multiple awards based on experience and qualifications or to award only a portion of the items and/or services specified, if deemed to be in the County's best interest.

## 8.10 Other Agencies

- A. All respondents awarded contracts from this solicitation may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions.
- B. It is understood that at no time will any city or municipality or other agency be obligated for placing an order for any other city municipality or agency, nor will any city or municipality or agency be obligated for any bills incurred by any other city or municipality or agency. Further it is understood that each agency will issue its own purchase order to the awarded respondent(s).

## 8.11 F.O.B. Point

The F.O.B. points for this contract and for all purchases made under it shall be as specified by the using department (in accordance with the RFP proposal form), in Volusia County, Florida. Delivery will not be complete until the using department has accepted each item. Delivery to a common carrier shall not constitute delivery to the ordering agency. All disputes shall be between the seller / respondent and the carrier.

## 8.12 Assignment

The awarded respondent shall not assign, transfer, convey, sublet, or otherwise dispose of any award or of any of its rights, title, or interests therein, without the prior written consent of the County of Volusia, Director of Purchasing and Contracts. County Council shall approve any requests for assignments and/or sub-letting of leasing contracts prior to responding to such requests.

## 8.13 Contract

- A. The contents of this RFP and all provisions of the successful proposal deemed pertinent by the County may be incorporated into a contract and become legally binding. A separate contract(s) document, other than the purchase order, will be issued. The final negotiated contract shall include the scope of work as outlined in Section 2.0 of the RFP along with the successful respondent's submittal. County contracts are subject to review by the County Attorney or designee for determination of legal form and substantive sufficiency.
- B. The Director of Purchasing and Contracts, County Manager, and County Chair are the sole Contracting Officers for the County of Volusia, Florida, and only they or their designee are authorized to make changes to any contract.
- C. The County shall be responsible for only those orders placed by the County on an authorized signed Purchase Order or Master Agreement. The County shall not be responsible for any order, change substitution or any other discrepancy from the Purchase Order or Master Agreement. If there is any question about the authenticity of a Purchase Order, Master Agreement, or change order, the respondent should promptly contact the Purchasing Office at 386-736-5935.

## 8.14 Disclosure of Proposal Content

- A. All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this RFP. Selection or rejection of any submittal does not affect this right.
- B. The County of Volusia, Florida, is governed by the Public Record Law, Chapter 119, Florida Statutes (F.S.).

## 8.15 Respondent's Responsibility

A respondent, by submitting a proposal, represents that:

- A. The respondent has read and understands the RFP in its entirety and that the proposal is made in accordance therewith, and;
- B. The respondent possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the County, and;

- C. Before submitting a proposal, each respondent shall make all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the contract and to verify any representations made by the County of Volusia, Florida, upon which the respondent will rely. If the respondent receives an award because of its proposal submission, failure to have made such investigations and examinations will in no way relieve the respondent from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the respondent for additional compensation or relief.
- D. The respondent will be held responsible for any and all discrepancies, errors, etc., in discounts or rebates which are discovered during the contract term or up to and including three (3) fiscal years following the County's annual audit.

#### **8.16 Payment Terms**

- A. The County will remit full payment on all undisputed invoices within 30 (thirty) days from receipt by the appropriate person(s) (to be designated at time of contract) of the invoice(s) or receipt of all products or services ordered.
- B. Pursuant to Chapter 218, Florida Statutes, the County will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within 30 (thirty) days after receipt of the entire order of the commodity or service, AND a properly completed invoice, whichever is later.
- C. The County has the capabilities of Electronic Fund Transfer (EFT). List any discounts for prompt payment and/or willingness to accept Electronic Funds Transfer (EFT) and the discount to be applied to such payments.
- D. **By submitting a proposal (offer) to the County of Volusia, Florida, the respondent expressly agrees that if awarded a contract, the County may withhold from any payment, monies owed by the respondent to the County for any legal obligation between the respondent and the County, including, but not limited to real property taxes, personal property taxes, fees, and commissions.**

#### **8.17 Conflict of Interest Form**

All respondents shall properly complete, have notarized, and include with their Submittal the attached form disclosing any potential conflict of interest that the respondent may have due to ownership, other clients, contracts, or interests associated with this project.

#### **8.18 Licenses and Certificates**

- A. The County reserves the right to require proof that the respondent is an established business and is abiding by the ordinances, regulation, and laws of their

community and the state of Florida, such as but not limited to: Business Tax Receipts, business licenses, Florida sales tax registration, Federal Employers Identification Number, AND;

- B. If a license is required, the respondent shall be licensed to perform the required work in accordance with the laws of the State of Florida and local ordinances. Respondent shall also verify that his/her subcontractors are licensed to perform the work in accordance with the laws of the State of Florida and local ordinances.
- C. Each firm shall submit with their proposal a copy of, and maintain the appropriate licenses and certificates during the term of the contract and any extensions. Failure to maintain these requirements shall be cause for immediate termination of the contract.

### **8.19 Minor Irregularities**

The County reserves the right to waive minor irregularities in proposals, providing such action is in the best interest of the County. Minor irregularities are defined as those that have no adverse effect on the County's best interests, and will not affect the outcome of the selection process by giving the respondent an advantage or benefit not enjoyed by other respondents.

### **8.20 Sovereign Immunity**

The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity of limits of liability of the County beyond any statutory limited waiver or immunity of 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, equity or contract shall not exceed the dollar amount set by the legislature for tort. Nothing in this section shall be deemed to relieve the County from paying for services rendered by Respondent. Nothing in this Agreement shall inure to the benefit on 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.

### **8.21 Insurance**

The Respondent shall secure and maintain, at its sole cost and expense during the contract term, the following insurance:

- Commercial General Liability – in the amount of \$2 million aggregate / \$1 million per occurrence
- Automobile Liability – in the amount of \$100,000/300,000, Any Auto
- Workers' Compensation – As required by Florida law.

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

Incorporated or unincorporated firms with four or more employees shall be required to provide a copy of their "Notice of Election to be Exempt", along with 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 respondent shall either cover any subcontractors on its policy or require the subcontractor to obtain coverage to meet these requirements and file appropriate forms with the County.

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 respondent to the County Representative prior to the execution of the contract and annually upon renewal thereafter. The Respondent shall either cover any subcontractors and/or independent contractors on its policy or require the subcontractors to obtain coverage to meet all requirements for insurance contained herein. Respondent 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 Representative. Respondent 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 respondent, the specified job by name, name of the insurer, the number of the policy, its effective date and its termination date.
2. Statement that the Insurer will mail notice to the County at least 30 (thirty) days prior to any material changes in provisions or cancellation of the policy.
3. **County shall be named as an additional insured on General Liability Insurance as evidenced by the endorsement.**

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.

## **8.22 Award Term**

The County is looking to promote partnership relationships within the policies and procedures of public procurement. Pursuant toward that end, the successful Respondent(s) shall be awarded a contract for Website Hosting, Website Redesign, and/or Website Enhancement Services for an initial three (3) year term with the option for two (2), one (1) year renewals. All renewals will be contingent upon mutual written agreement and, when applicable, approval of County Council.

## **8.23 Unusual Costs**

The Respondent may petition the County at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one year. If the Respondent petitions for such an increase, the Respondent shall also petition for a rate reduction on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one year; failure to make such petition, may be grounds for Agreement termination.

The Respondent's request shall contain substantial proof and justification to support the need for the rate adjustment. The County may request from the Respondent, and the Respondent shall provide, such further information as may be reasonably necessary in making its determination. The County shall approve or deny the request, in whole or in part, within 60 (sixty) days of receipt of the request and all other additional information required by the County. Any price redetermination shall be solely based upon the documentation provided and the County reserves the right to rescind any price relief granted should the circumstances change and prices go down.

## **8.24 Material Safety Data Sheet**

In accordance with Chapter 442 of the Florida Statutes, it is the respondent's responsibility to identify and to provide to the Volusia County Purchasing Office a Material Safety Data Sheet for any material, as may apply to this procurement.

## **8.25 Waiver of Claims**

Once this contract expires, or final payment has been requested and made, the awarded respondent shall have no more than 30 calendar days to present or file any claims against the County concerning this contract. After that period, the County will consider the respondent to have waived any right to claims against the County concerning this agreement.

## **8.26 Selection Criteria**

Each proposal shall be evaluated using the following criteria:

- A. Proper submittal of **ALL** documentation as required by this proposal.

B. The greatest benefits to Volusia County as it pertains to:

1. Total Cost
2. Past Performance/References. To evaluate past performance, all respondents are required to submit a list of relevant projects completed within the last three (3) years that are the same or similar in magnitude to this RFP. A minimum of three (3) project references per Respondent and subcontractor, pertaining to their scope of work, must be supplied. Also, a minimum of three (3) customer references per Respondent and subcontractor, pertaining to their scope of work, must be supplied.
3. All technical specifications associated with this RFP and evaluation of responses to Exhibit C, Functional Requirements Matrix.
4. Financial Stability

#### **8.27 Termination / Cancellation of Contract**

The County reserves the right to cancel the contract without cause with a minimum 30 days written notice.

Termination or cancellation of the contract will not relieve the respondent of any obligations for any deliverables entered into prior to the termination of the contract (i.e., reports, statements of accounts, etc., required and not received).

Termination or cancellation of the contract will not relieve the respondent of any obligations or liabilities resulting from any acts committed by the respondent prior to the termination of the contract.

The Respondent may cancel the resulting contract with 180 days written notice to the Director of Purchasing and Contracts. Failure to provide proper notice to the County may result in the respondent being barred from future business with the County.

#### **8.28 Incurred Expenses**

This RFP does not commit the County of Volusia to award a contract, nor shall the County of Volusia be responsible for any cost or expense which may be incurred by the respondent in preparing and submitting the proposal called for in this RFP, or any cost or expense incurred by the respondent prior to the execution of a contract agreement.

#### **8.29 Post-Proposal Discussions with Respondents**

It is the County's intent to award a contract(s) to the respondent(s) deemed most advantageous to the County in accordance with the evaluation criteria specified elsewhere in this RFP. The County reserves the right, however, to conduct post-closing discussions with any respondent who has a realistic possibility of contract award

including, but, not limited to: request for additional information and competitive negotiations.

### **8.30 Presentations by Respondents**

- A. The County of Volusia, at its sole discretion, may ask individual respondents to make oral presentations and/or demonstrations without charge to the County.
- B. The County reserves the right to require any respondent to demonstrate to the satisfaction of the County that the respondent has the fiscal and managerial abilities to properly furnish the services proposed and required to fulfill the contract. The demonstration must satisfy the County and the County shall be the sole judge of compliance.
- C. Respondents are cautioned not to assume that presentations will be required and should include all pertinent and required information in their original proposal package.

### **8.31 Minimum Specifications**

The specifications listed in the Scope of Service are the minimum required performance specifications for this RFP. They are not intended to limit competition nor specify any particular respondent but to ensure that the County receives quality services.

### **8.32 Compliance with Laws and Regulations**

The respondent shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Respondent shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. The respondent shall protect and indemnify County and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by respondent, its representatives, sub-contractors, sub-consultants, professional associates, agents, servants, or employees.

At time of bid submittal, respondent shall hold the required licensure to be the prime contractor for all work to be performed under the bid contract. If respondent proposes to use a subcontractor or sub-consultant to perform any work under the bid contract such subcontractor and/or sub-consultant shall, at the time of bid submittal, hold the required licensure for all work to be performed under this bid contract as a subcontractor and shall maintain such license(s) in full force and effect during the term of this bid contract. All licenses and permits required to perform respondent's duties under this bid contract whether such license or permit is required by the federal government, State of Florida, Volusia County, or any municipality, shall be at respondent's sole cost and expense, and shall not be a cost of the County. All required licenses and permits shall be maintained in full force and effect during the term of this bid contract.

### **8.33 Change in Scope of Services/Work**

- A. The County may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the respondent that the scope of the project or of the respondent's services has been changed, requiring changes to the amount of compensation to the respondent or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the County Representative, County's Director of Purchasing and Contracts, and the respondent.
- B. If the respondent believes that any particular work is not within the scope of work of the contract, is a material change, or will otherwise require more compensation to the respondent, the respondent must immediately notify the County's Representative in writing of this belief. If the County's Representative believes that the particular work is within the scope of the contract as written, the respondent will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope. The respondent must assert its right to an adjustment under this clause within 30 (thirty) days from the date of receipt of the written order.
- C. The County reserves the right to negotiate with the awarded respondent(s) without completing the competitive RFP process for materials, products, and/or services similar in nature to those specified within this RFP for which requirements were not known when the RFP was released.

### **8.34 Respondent's Personnel**

The respondent shall be responsible for ensuring that its employees, agents and subcontractors comply with all applicable laws and regulations and meet all federal, state, and local requirements related to their employment and position.

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

During the performance of the contract, the respondent agrees to the following:

- The respondent shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the respondent. The respondent agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- The respondent, in all solicitations or advertisements for employees placed by or on behalf of the respondent, shall state that such respondent is an Equal Opportunity Employer.

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

The respondent shall include the provisions of the foregoing paragraphs above in every subcontract or purchase order so that the provisions will be binding upon each respondent.

The respondent and any subcontractor shall pay all employees working on this contract not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended.

Any information concerning the County, its products, services, personnel, policies or any other aspect of its business learned by the respondent or personnel furnished by the respondent in the course of providing services pursuant to the Agreement, shall be held in confidence and shall not be disclosed by the respondent or any employee or agents of the respondent or personnel furnished by the respondent, without the prior written consent of the County.

### **8.35 Disadvantaged Business Enterprise Program**

The County Council has adopted policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The County encourages joint ventures between majority-owned firms and qualified disadvantaged / minority / women-owned firms.

### **8.36 Claim Notice**

The respondent shall immediately report in writing to the County's designated representative or agent any incident that might reasonably be expected to result in any claim under any of the coverage mentioned herein. The respondent agrees to cooperate with the County in promptly releasing reasonable information periodically as to the disposition of any claims, including a resume of claims experience relating to all respondent operations at the County project site.

### **8.37 New Material**

Unless otherwise provided for in this specification, the respondent represents and warrants that the goods, materials, supplies, or components offered to the County under this RFP solicitation are new, not used or reconditioned. It represents that they are not of such age or so deteriorated as to impair their usefulness or safety and that the goods, materials, supplies, or components offered are current production models of the respective manufacturer. If the respondent believes that furnishing used or reconditioned goods, materials, supplies, or components will be in the County's interest, the respondent

shall so notify the County Purchasing Agent in writing no later than ten (10) working days prior to the date set for opening of proposals. The notice shall include the reasons for the request and any benefits that may accrue to the County if the Purchasing Agent authorizes the inclusion of used or reconditioned goods, materials, supplies, or components.

#### **8.38 Proposal Acceptance/Rejection**

The County reserves the right to accept or reject any or all proposals received as a result of this RFP, or to negotiate separately with competing respondents, and to waive any informalities, defects, or irregularities in any proposal, or to accept that proposal or proposals, which in the judgment of the proper officials, is in the best interest of the County.

#### **8.39 Proposal Acceptance Period**

Any proposal in response to this solicitation shall be valid through **December 2011**. At the end of this time the proposal may be withdrawn at the written request of the respondent if no award has been made. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled regardless of the status of the Proposal Bond. **The County reserves the right to request an extension of the proposals if the contract has not been negotiated December 2011.**

#### **8.40 Ownership of Intellectual Property**

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the County. Upon request, the Contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the County to evidence the County's sole ownership of specifically identified intellectual property created or developed in the performance of the contract. This excludes ownership of proprietary software belonging to the vendor, except software developed specifically for the County for which the County pays.

#### **8.41 Product Upgrades**

The County shall be entitled to any and all upgraded versions of the Product(s) covered in the contract that becomes available from the Contractor at no charge as long as there is a current Maintenance Agreement in force. If Product(s) is customized for the County, then the Contractor would be compensated at an agreed-upon rate.

#### **8.42 Third Party Acquisition of Software**

The Contractor shall notify the procuring agency in writing should the intellectual property, associated business, or all of its assets be acquired by a third party. The Contractor further agrees that the contract's terms and conditions, including any and all license rights and related services, shall not be affected by the acquisition. Prior to

completion of the acquisition, the Contractor shall obtain, for the County's benefit and deliver thereto, the assignee's agreement to fully honor the terms of the contract.

#### **8.43 Title to Software**

By submitting a proposal, the respondent represents and warrants that it is the sole owner of the software or, if not the owner, that it has received all legally required authorizations from the owner to license the software, has the full power to grant the rights required by this solicitation, and that neither the software nor its use in accordance with the contract will violate or infringe upon any patent, copyright, trade secret, or any other property rights of another person or organization.

#### **8.44 Product Malfunction**

In the event that the County does not accept the proposed Product after installation due to errors, malfunctions, and/or non-performance of the Contractor or sub-contractor, the County shall have the right to use the product, without charge, until it can be replaced.

In the event that the Contractor cannot correct errors noted by the County in the then-current unaltered version (including updates) of the hosted website, the Contractor shall replace the Product or provide a "work around" within 10 (ten) calendar days after notification that a software correction is required. In the event that the Contractor does not keep the Product(s) functioning according to specifications in accordance with the County's sole judgment, then the County, at its sole option, shall have the right to return any or all of the provided Product(s) and related technical data and terminate this contract. The County may elect to levy liquidated damages or withhold final payments in the case that the system proves unreliable or does not perform. The County may terminate the contract for this cause.

#### **8.45 Return of Assets**

Except as otherwise provided in the Contract, or upon termination of the Contract, the Contractor shall return all County-owned assets including, but not limited to, stored data and information.

#### **8.46 Reporting during process**

The Contractor shall deliver all reports to and respond, orally and/or in writing, to all inquiries from the County's Project Manager and/or Designated Representative. The County's Project Manager and Designated Representative shall be identified upon award.

The Vendor shall provide periodic progress reports. The specific report schedule will be determined during contract negotiations and prior to award. The progress report shall be made available in an electronic format compatible with Microsoft Word, outlining the following:

- A. The status of all project tasks;

- B. A summary of any meetings and/or training held during the reporting period;
- C. An indication of any delays or anticipated delays in meeting target completion dates;
- D. An explanation of the reasons for any delays or anticipated delays; and
- E. A proposed plan to resolve issues and delays.

#### **8.47 RFP Order of Precedence and Turnkey Solution**

Technological solicitations are based on specifications as detailed in the scope of work. These specifications may be accompanied by drawings or schematics and a bill of materials for clarification purposes. The specifications (*first*) take precedence over the drawings or schematics (*second*) and the bill of materials (*third*). The Respondent shall be responsible for providing a turnkey solution based on the specifications. The Respondent shall be responsible for the cost of any system component, including but not limited to hardware, software, or services, not included by the Respondent's proposal to deliver the requested turnkey solution.

#### **8.48 Direct Manufacturer Model Replacements and Technological Changes**

Models are expected to change as product lines evolve with technological improvements. Direct manufacturer replacement models are acceptable as long as the direct manufacturer replacement models shall work with the proposed system. The direct manufacturer replacement models shall be equivalent or better than the original proposed model to be replaced. The direct manufacturer replacement model unit price shall be the same or lower than the original proposed model to be replaced.

#### **8.49 Definitions**

As used in this RFP, the following terms shall have the meanings set forth below:

**Construction Services:** Means all labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or any other improvements to real property. The term "construction services" does not include contracts or work performed for the Department of Transportation.

**Contract:** The document resulting from this solicitation between the County and the Respondent, including this RFP, along with any written addenda and other written documents, which are expressly incorporated by reference.

**Contractor:** That person or entity, including employees, servants, partners, principals, agents and assignees of the person or entity that has submitted a bid or proposal for the purpose of obtaining business with the County to provide the product and/or services set forth herein.

**Contract Administrator:** The Director of Purchasing and Contracts or designee shall serve as Contract Administrator. The Contract Administrator shall be responsible for addressing any concerns within the scope of the contract. Any changes to the resulting contract shall be done in writing and authorized by the Director of Purchasing and Contracts.

**County:** The word County refers to the County of Volusia, Florida.

**County's Project Manager(s):** The Project Manager(s) have responsibility for the day to day administration of the resulting contract for the County and will be designated prior to award of contract.

**Day:** The word "day" means each calendar day or accumulation of calendar days.

**Director:** The Director is the Director of Purchasing and Contracts for the County of Volusia.

**Person or Persons:** An individual, firm, partnership, corporation, association, executor, administrator, trustee or other legal entity, whether singular or plural, masculine or feminine, as the context may require.

**Respondent:** That person or entity, including employees, servants, partners, principals, agents and assignees of the person or entity that submits a proposal for the purpose of obtaining a contract with the County for the provision of the services set forth herein.

**Respondent's Project Manager:** The Project Manager has responsibility for administering this contract for the Respondent and will be designated prior to execution of the contract.

**Turnkey Solution:** A complete solution that is supplied, installed, or purchased in a condition ready for immediate use, occupation, or operation within a specified time frame.

## 9.0 SUBMITTAL REQUIREMENTS

**It is not necessary to return every page of this document with the Proposal; return *only* the pages that require signatures or information.**

Proposals shall include all of the information solicited in this RFP, and any additional data that the respondent deems pertinent to the understanding and evaluating of the proposal. Proposals shall be organized and sections tabbed in the following order. The respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. All proposals shall include at minimum:

**Submittal Format – Material will be submitted in a loose-leaf binder format, not as bound documents or with coil spines (plastic or metal).**

**NOTE:** Failure of Respondent to clearly and specifically address each of the items listed below may result in Proposal not being evaluated or considered for award.

|                               |                                              |
|-------------------------------|----------------------------------------------|
| <a href="#"><u>Tab 1</u></a>  | Respondent's Profile and Submittal Letter    |
| <a href="#"><u>Tab 2</u></a>  | Completed Forms                              |
| <a href="#"><u>Tab 3</u></a>  | Copy of Required Licenses                    |
| <a href="#"><u>Tab 4</u></a>  | References                                   |
| <a href="#"><u>Tab 5</u></a>  | Proposed Solution                            |
| <a href="#"><u>Tab 6</u></a>  | Testing and Acceptance                       |
| <a href="#"><u>Tab 7</u></a>  | Training                                     |
| <a href="#"><u>Tab 8</u></a>  | Maintenance and support                      |
| <a href="#"><u>Tab 9</u></a>  | Respondent's Agreements and Warranty Details |
| <a href="#"><u>Tab 10</u></a> | Cost Proposal                                |
| <a href="#"><u>Tab 11</u></a> | Financial Statement                          |

#### **Tab 1 – Respondent's Profile and Submittal Letter**

1. Submittal Letter signed by authorized agent of the firm with **documentation**, such as a Memorandum of Authority, that this individual is authorized to commit the firm to a contract. Clearly state the name, title, and contact information for the individual designated by the firm as contact point for any requests for additional information required by County.
2. A brief profile of the firm, including:
  - A. A brief history of the business
  - B. Organizational structure of business
  - C. Designation of the legal entity by which the business operates (i.e., sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, etc.)
  - D. Ownership interests
  - E. Active business venues (counties, states, etc.)
  - F. Present status and projected direction of business
  - G. The overall qualifications of the business to provide the services requested

- H. The qualifications of the firm's employees who will work on this contract
- I. Documentation from the appropriate state's agency confirming firm's legal entity type (i.e., sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, etc.). For non-Florida businesses submit documentation from the state in which the business was formed and documentation from the State of Florida providing authorization to perform business in the state of Florida. Provide documentation from [www.sunbiz.org](http://www.sunbiz.org).

## Tab 2 - Completed Forms

- A. Proposal Form – (use attached form)
- B. Conflict of Interest Form – All Respondents shall properly complete, have notarized, and attach with their proposal the attached statement disclosing any conflict of interest.
- C. Volusia County Business Tax Receipt – (only for firms located within Volusia County) - To be responsive to this solicitation, each Respondent who is currently required to have a Business Tax Receipt (BTR) at the time of 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 Respondent's business does not have a physical location in Volusia County, no submission is required, or
- 2. If Respondent's business type is exempted, **submit** a Proof of Exemption approved by the Volusia County Revenue Director (use attached form).

Reference: Chapter 114, Article I, Section 114-1 of the Volusia County Code of Ordinances, [www.volusia.org/permits/occupation.htm](http://www.volusia.org/permits/occupation.htm)

- D. Insurance – Attach evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. **Final forms must contain the correct solicitation and/or project number and Volusia County contact person.**

Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy with the proposal.

Incorporated and unincorporated firms that qualify for an exemption under the Florida Worker's Compensation law in Chapter 440 Florida Statutes shall submit an executed waiver relieving the County of liability in the event they are injured while providing goods and/or services to the County.

- E. Addenda – Any addenda issued subsequent to the release of this solicitation must be signed and returned with the firm’s proposal. **Failure to return signed addenda may be cause for the proposal to be considered non-responsive.**
- F. Taxpayer Identification Number (TIN) and Certification Form – Include a completed TIN form. If the firm is not registered with Volusia County, on-line registration is available at [www.volusia.org/purchasing](http://www.volusia.org/purchasing) under Vendor Self Service, which links to the registration site and the TIN form can be accessed through this site as well.

### **Tab 3 – Copy of Required Licenses**

Include copy(ies) of all required current license(s) (as listed in this RFP) issued by the State of Florida Department of Business and Professional Regulation Licensing Board. Licenses will be verified by the County. Provide a Florida Department of State, Division of Corporations’ *Sunbiz* report available from [www.sunbiz.org](http://www.sunbiz.org).

### **Tab 4 – References**

All respondents are required to submit a list of relevant projects completed within the last three (3) years that are the same or similar in magnitude to this RFP. A minimum of three (3) project references per Respondent and subcontractor, pertaining to their scope of work, must be supplied. Also, a minimum of three (3) customer references per Respondent and subcontractor, pertaining to their scope of work, must be supplied. Include names of person to contact, e-mail addresses, cost of project, and time schedule involved. List web sites where staff can look at similar projects to this RFP.

### **Tab 5 – Proposed Solution**

- A. In order to provide the County with a complete understanding of the proposed hosting and redesign solution, respondents must provide details on all software, hardware, services, and hosting site(s) that will be included. These details must demonstrate that the proposed solution complies with all technical specifications of the project.
- B. Verify the proposed solution complies with all technical functionalities. Identify by Scope of Service sections listed in **Exhibit A** and describe details of compliance per section. Submit a completed **Exhibit C**, Technical Requirements Matrix.

### **Tab 6 – Testing and Acceptance**

The County requires that testing be an integral part of the entire implementation life cycle. Respondents must submit a proposed test plan that includes, at a minimum:

- A. An integration test that verifies that the applications, required interfaces and third party tools are functioning together and in accordance with the technical specifications.

- B. A user test-plan to demonstrate the successful operation of the system.

### **Tab 7 – Training**

The Respondent must provide training plans for staff and system/application administrators. This training may be a combination of standard courses and customized, implementation-specific training. Describe a knowledge transfer plan in detail, including various phases (on site walk, independent study guides, e-learning, on the job training, etc.).

### **Tab 8 – Maintenance and Support**

Provide a proposal and plan to provide maintenance and support during the implementation period and for the duration of the first five (5) years after acceptance of the system. The maintenance plan will include all components and labor during coverage hours, except for *force majeure* events.

Provide details on how equipment covered under warranty and maintenance will be replaced (depot exchange, on site etc). State the response time for major component failure (solution is non-operational) and for minor component failure (does not compromise security).

Detail how baseline product software releases, which are provided periodically to address technical, functional, and regulatory changes, or changes to business practices, are provided to clients and what documentation updates are provided with a release.

Provide a complete schedule of how defects will be prioritized and corrected. Include a ranking scale, definition of what types of problems are included, and how and when the issue will be resolved.

Provide details of support provided such as Internet access to a secure web site, help desk support, and method of defect corrections to the solution. Include specific methods of support (phone, e-mail, web, etc.) and the hours of operation/response time for each. If multiple service plans are available (e.g., Gold, Silver, etc.) clearly state which level is being proposed and provide complete details of the service plan.

### **Tab 9 – Respondent’s Agreements and Warranty Details**

Include all agreements that Respondent proposes to be signed by County (agreements must be included on required CD, in word format). Agreements must be specific to the solution proposed, not merely blank or generic forms. Clearly indicate if these agreements or, specifically, what portions of the agreement, are subject to negotiation. These agreements and the flexibility of the Respondent will be considered during the evaluation of the Proposal.

Include all details on warranty offered on all proposed software, hardware, services and hosting site(s) included in the system. Response must be specific to the proposed solution, not a generic form.

#### **Tab 10 - Cost Proposal**

Respondent shall provide software licensing costs, hosting and redesign service costs, installation and configuration, training, and maintenance costs for five (5) years. Include any other additional costs or options.

Respondent must complete the Product and Service Pricing List, **Exhibit "B"**, and attach all of the documentation requested. Respondent shall complete all pricing information in the exact format of this worksheet; no other formats are acceptable. Provide printed version and an Excel spreadsheet on CD. For each cost line on the summary sheet, Respondent will include a detailed breakdown of all components of that cost, including description of item, quantities, hours, etc.

#### **Tab 11 – Financial Statement**

All respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year, but a third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted.

*(The rest of this page is blank.)*

\_\_\_\_\_, 2010

**10.0 PROPOSAL FORM**

TO: County of Volusia, Florida  
 Office of Purchasing and Contracts Director  
 123 W. Indiana Avenue, 3rd Floor  
 DeLand, FL 32720-4608

The undersigned hereby declare(s) that [firm name] \_\_\_\_\_  
 has carefully examined the specifications to furnish: **Website Hosting, Redesign, and Enhancement Services** for which proposals were advertised to be received **no later than 3:00 p.m., local time, on Tuesday, June 1, 2010**, and further declare that said firm will furnish the Web Hosting, Redesign, and Enhancement Services according to specifications.

***Attach Exhibit B, Product and Service Pricing and Exhibit C, Functional Requirements Matrix***

Sole Proprietor ☐ YES ☐ NO Total number of employees \_\_\_\_\_

F.O.B. Destination, freight allowed

**Please respond if your firm can provide delivery / availability of the following items in the time frames listed below, including but not limited to installation, configuration, and training.**

**Website Hosting: 2 weeks** ☐ YES ☐ NO Time: \_\_\_\_\_

**Website Redesign Internet: 2 months** ☐ YES ☐ NO Time: \_\_\_\_\_

**Website Redesign Intranet: 2 months** ☐ YES ☐ NO Time: \_\_\_\_\_

**Website Content Management System -**

**Transferring current content to the new format: 6 months**

☐ YES ☐ NO Time: \_\_\_\_\_

**DBIA Website initial enhancement: 2 months** ☐ YES ☐ NO Time: \_\_\_\_\_

**If your firm answers no to any of the above, please clarify the time frame your firm anticipates.**

Have you supplied all the Submittal Requirements outlined below?

- ☐ Respondent's Profile & Submittal Letter
- ☐ Proposal Form
- ☐ References
- ☐ Licenses
- ☐ If you have a physical location in Volusia County submit:
  - ☐ Current Business Tax Receipt **or** ☐ Proof of Exemption Form
- ☐ Insurance
- ☐ Financial Statement
- ☐ Conflict of Interest Form
- ☐ Any addenda pertaining to this ITB
- ☐ Did you include a CD, as required in the section entitled **Proposal Form**?

Prompt Payment Terms: \_\_\_\_\_ % \_\_\_\_\_ Days; Net 30 Days

Do you accept electronic funds transfer (EFT)? ☐ YES ☐ NO

Do you offer a discount for electronic funds transfer (EFT)? ☐ YES, \_\_\_\_ % ☐ NO

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 they may deem to be in the best interest of the County.

I hereby certify that I have read and understand the requirements of this Request for Proposals No. **10-P-45TF, Website Hosting, Redesign, and Enhancement Services**, and that I, as the Respondent, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any contract(s) and/or other transactions required by award of this RFP.

Company: \_\_\_\_\_

Per: \_\_\_\_\_ (Print name)

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_, State: \_\_\_\_\_, ZIP: \_\_\_\_\_

Telephone: \_\_\_\_\_, Fax: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Dunn & Bradstreet #: \_\_\_\_\_, Fed. I.D. # \_\_\_\_\_

---

The vendor acknowledges that information provided in this bid is true and correct:

**x**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

---

**11.0 CONFLICT OF INTEREST FORM**

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): \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Date: \_\_\_\_\_

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)

## **12.0 NOTIFICATION REGARDING PUBLIC ENTITY CRIME & DISCRIMINATORY VENDOR LIST REQUIREMENTS & 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).

**13.0 REFERENCES**

|    |                    |  |
|----|--------------------|--|
| #1 | Agency             |  |
|    | Address            |  |
|    | City, State, ZIP   |  |
|    | Contact Person     |  |
|    | Telephone          |  |
|    | Date(s) of Service |  |
|    | Type of Service    |  |
|    | Comments:          |  |
| #2 | Agency             |  |
|    | Address            |  |
|    | City, State, ZIP   |  |
|    | Contact Person     |  |
|    | Telephone          |  |
|    | Date(s) of Service |  |
|    | Type of Service    |  |
|    | Comments:          |  |
| #3 | Agency             |  |
|    | Address            |  |
|    | City, State, ZIP   |  |
|    | Contact Person     |  |
|    | Telephone          |  |
|    | Date(s) of Service |  |
|    | Type of Service    |  |
|    | Comments:          |  |

|    |                    |  |
|----|--------------------|--|
| #4 | Agency             |  |
|    | Address            |  |
|    | City, State, ZIP   |  |
|    | Contact Person     |  |
|    | Telephone          |  |
|    | Date(s) of Service |  |
|    | Type of Service    |  |
|    | Comments:          |  |
| #5 | Agency             |  |
|    | Address            |  |
|    | City, State, ZIP   |  |
|    | Contact Person     |  |
|    | Telephone          |  |
|    | Date(s) of Service |  |
|    | Type of Service    |  |
|    | Comments:          |  |
| #6 | Agency             |  |
|    | Address            |  |
|    | City, State, ZIP   |  |
|    | Contact Person     |  |
|    | Telephone          |  |
|    | Date(s) of Service |  |
|    | Type of Service    |  |
|    | Comments:          |  |

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

123 W. INDIANA AVE. • ROOM 103 • DE LAND, 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:

- |                                                   |                                                   |                                                   |
|---------------------------------------------------|---------------------------------------------------|---------------------------------------------------|
| <input type="checkbox"/> Florida Statute 205. 063 | <input type="checkbox"/> Florida Statute 205. 065 | <input type="checkbox"/> Florida Statute 205. 191 |
| <input type="checkbox"/> Florida Statute 205. 064 | <input type="checkbox"/> Florida Statute 205. 162 | <input type="checkbox"/> Florida Statute 205. 192 |
|                                                   | <input type="checkbox"/> Florida Statute 205. 171 |                                                   |

[www.flsenate.gov/Statutes/index.cfm?App\\_mode=Display\\_Statute&URL=Ch0205/ch0205.htm](http://www.flsenate.gov/Statutes/index.cfm?App_mode=Display_Statute&URL=Ch0205/ch0205.htm)

**OR** is the type of business indicated below:

- |                                                     |                                                                           |                                                           |
|-----------------------------------------------------|---------------------------------------------------------------------------|-----------------------------------------------------------|
| <input type="checkbox"/> Child Care – Residential   | <input type="checkbox"/> Insurance Adjuster,<br>Agent, or Company         | <input type="checkbox"/> Radio/Television Station         |
| <input type="checkbox"/> Commercial Rentals         | <input type="checkbox"/> Pharmacist/Pharmacy<br>(Prescription Drugs Only) | <input type="checkbox"/> Religious Institution            |
| <input type="checkbox"/> Door to Door/Peddler Sales |                                                                           | <input type="checkbox"/> Residential Rentals over 6months |
|                                                     |                                                                           | <input type="checkbox"/> 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