

**RSQ No. 26-SQ-108SR**  
**Professional Design Services for Dirksen Drive (CR 4162)**  
**(US 17/92 to Sunrise Boulevard)**

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

**1.0 PURPOSE & OVERVIEW**

The purpose of this request for statement of qualifications (RSQ) is to select the most qualified firm(s) to provide the requested services. It is anticipated that **one (1) firm** will be awarded a basic contract to provide the necessary services for **a period of two (2) years or until project completion, whichever occurs later**, exercisable at the option of the County.

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

**2.0 SCOPE OF SERVICE**

**2.1 BACKGROUND:**

Dirksen Drive (CR 4162) is a 2-lane undivided Urban Minor Arterial with open swale drainage that extends east-west from US 17/92 to Sunrise Boulevard within the City of DeBary in Volusia County, Florida. The land-use on both sides of Dirksen Drive is a mix of residential, commercial, and parkland (Gemini Springs Park) with dedicated left turn lanes provided at US 17/92, Gemini Springs State Park, Mansion Boulevard, River Village Drive, and Palm Road. Portions of the existing roadway contain superelevated horizontal curves and sight distance within the project limits is generally adequate. The posted speed limit along this corridor is 45mph between US 17/92 and Palm Road. Between Palm Road and Sunrise Boulevard, the posted speed limit reduces to 35mph. The north side of Dirksen Drive lacks sidewalk up until approximately 160 feet west of Sunrise Boulevard. A shared-use path runs adjacent to the south side of Dirksen Drive from Mansion Boulevard to Sunrise Boulevard. At Mansion Boulevard, the Springs-to-Springs Trail crosses Dirksen Drive. There is a marked crosswalk and a Trail Wayfinding sign at this location. Overhead utilities are found on the north side of the corridor. There is no street lighting on either side of Dirksen Road.

Currently, Dirksen Drive experiences heavy volumes especially when forced or unforced incidents occur on Interstate 4. The corridor is used as a detour by providing access from Interstate 4 to multiple north-south local city roads including State Road US 17/92. From past conversations with the City of DeBary, a primary concern was raised with cut-through traffic in nearby neighborhoods when Dirksen Drive becomes congested. City officials stated cut-through traffic occurs on almost every side street intersecting at Dirksen Drive within the project limits.

**GENERAL SCOPE OF SERVICE:**

To alleviate the substantial congestion on Dirksen Drive during periods of high congestion on Interstate 4, capacity improvements were recommended particularly the widening of Dirksen Drive to a 3-lane undivided typical section configuration. Widening to 3-lanes will accommodate extra traffic demand and provide some benefit during Interstate 4 incidents. Coordination with the City of DeBary and FDOT is expected. The County ROW Office will complete all services related to ROW acquisition including negotiations with existing private property owners. This project will consist of two phases – A Study Phase followed by a Design Phase.

**Study Phase:**

A more formal corridor evaluation with engineering concepts to better understand and define the implications of the improvements will be required. Design Consultant will revisit the current Dirksen Drive Evaluation Study prepared by TEDS on September 24, 2020 and review Alternative No. 3 – Three-Lane Undivided Typical Section with Preliminary Concept Plans, enclosed as **Exhibit A**. The Study Phase of this project will include updating traffic counts, addressing safety concerns at the crossing of the County Trail at Mansion Boulevard, and conducting preliminary engineering analysis to determine how best to implement the 3-Lane Alternative. The proposed widening improvements to be considered in the preliminary engineering analysis will require coordination with the City of DeBary and FDOT. Additional coordination with County Traffic Engineering and FDOT Traffic Operations for signal timing and queueing concerns at the intersection of US 17/92 and Dirksen Drive is recommended. The preliminary engineering analysis will include preparation of updated concept plans and cost estimate with a narrative report.

Key Attributes from Alternative No. 3 include:

1. An Urban Typical Section (curb and gutter)
2. 11-foot travel lanes (one for each direction)
3. 12-foot two-way continuous left-turn center lane
4. 6' sidewalk at the back side of proposed curb on the north side of Dirksen Drive as permitted by right-of-way constraints. (No sidewalk was considered on the south side of the corridor due to right-of-way constraints and the availability of the existing shared-use path (trail) on the south side of Dirksen Drive).
5. Piping drainage swale on the north side of Dirksen Drive may be required.
6. Includes a minimum right-of-way width of 56 feet. Additional easements outside of the right-of-way will be required to tie-down from the roadway to existing ground.
7. From the US 17/92 intersection heading east along Dirksen Drive, Alternative 3 extends both the existing dedicated right turn lane an additional 300 feet (approx.) and the existing dedicated inside left turn lane an additional 400 feet (approx.) to increase lane capacity, reduce queue lengths, and facilitate better turning movements.
8. Alignment shifts, cross slope corrections, and/or superelevation adjustments may be required to accommodate the proposed widening.

The following professional services will be required for the Study Phase:

- Full Topographic, Boundary, and LIDAR Survey Services
- Full Level B Utility Investigation (SUE – Horizontal & Vertical Locates)
- Full ROW Mapping Services – County may pursue Advance ROW Acquisition during Study Phase
- Traffic Engineering, Qualitative Assessment, and Operational Modeling Analysis Services
- Preliminary Utility Coordination Services
- Volusia County, City of DeBary, and FDOT Engagement/Coordination
- Preliminary Drainage Assessment
- Pond Siting Report
- Preliminary Environmental & Permitting Assessments
- Preliminary Geotechnical Investigation Services

**Design Phase:**

Volusia County is seeking the services of professional consultants to provide Professional Engineering

Design Services to prepare a complete set of construction contract plans, specifications, and special provisions (if necessary). The Design Phase will begin once the Study Phase is completed and a chosen alternative is approved by Volusia County. The County intends for the selected firm to provide project management and administration services, roadway design (includes pavement design and grading), supplemental survey services (as Optional Services if needed), supplemental mapping services (as Optional Services if needed), stormwater management design, supplemental permitting and environmental services, signing & pavement markings and channelization, temporary traffic control, signalization timing adjustments at the US 17/92 intersection (as Optional Services if needed), supplemental utility coordination and development of UWSs (as Optional Services if needed), supplemental geotechnical investigation services, and public involvement.

A. Survey Services:

The County is seeking professional land surveying and mapping services including but not limited to topographic survey, control survey, property boundary and Right-of-Way survey, title work / deed investigation, wetland surveys, utility / public infrastructure surveys, and specific purpose survey in support of roadway design, permitting, and ROW acquisition. Survey work shall be in accordance with Florida Administrative Code (FAC) 5J-17.050 through 5J-17.053.

B. Environmental Services:

The County is seeking professional environmental services including but not limited to wetland delineation, protected species survey, habitat survey, cultural and historic resources assessment, environmental permitting (including but not limited to SJRWMD, USACOE, FDEP, FWS, FDOT etc.), and impact analysis and mitigation assistance.

C. Geotechnical Services:

The County is seeking geotechnical support services sufficient for the Roadway Engineer(s) of Record to sign and seal the design plans and obtain environmental permits. The County does not have specific geotechnical investigation requirements.

D. Public and Stakeholder Coordination Services:

The County is seeking public coordination and stakeholder coordination services which may include facilitating a public meeting, providing meeting minutes, frequent discussions with stakeholders, and coordinating with property owners and easement holders. The consultant team will also need to coordinate with adjacent developers and their engineering teams. The consultant team may be required to review proposed development along the corridor.

E. ROW and Mapping Services:

The County is seeking professional services in support of the County's ROW and/or easement acquisition processes. Acquisitions are anticipated for the stormwater management system(s). ROW support services will include title research and survey, mapping, as well as preparation of conceptual graphics for discussions with property owners, identifying ROW needs, facilitating meetings with impacted landowners, negotiation support services, and close coordination with County ROW staff.

F. Design Services:

As the primary purpose for the solicitation, the County is principally seeking Professional Engineering design services for roadway design, pavement section design, stormwater management, grading and drainage design, temporary traffic control, signing and pavement markings and channelization; traffic engineering, and preparation of construction bidding documents. The design shall be generally consistent with the latest versions of the FDOT Design Manual, Florida Greenbook, FDOT Drainage Manual, and County standards and practices. The

consultant will also be required to review (and revise if needed) the County's standard technical specifications for the project, enclosed as **Exhibit B**.

G. Utility Coordination Services:

The County is seeking utility coordination services. When possible, the design should be adjusted to avoid impacts on existing utilities. The consultant will need to confirm what utilities are within the project area, identify and mitigate potential conflicts, and coordinate with utilities when relocations must occur. Horizontal and vertical utility locations of these utilities will be required.

H. Post-Design Services:

The County is also seeking limited post design services including responding to bidder questions, bid review and recommendation as well as shop drawing review, responding to contractor RFIs, and other post-design services as needed.

I. Enclosures:

1. Exhibit "A" - Dirksen Drive Evaluation Study prepared by TEDS on September 24, 2020 with Alternative No. 3 – Three-Lane Undivided Typical Section with Prelim Concept Plans
2. Exhibit "B" - Volusia County Roadway Technical Specifications
3. Exhibit "C" - Insurance Requirements
4. Exhibit "D" - Design Consultant Contract

## 2.2 QUALIFICATIONS/CERTIFICATIONS:

The respondent(s) shall be FDOT pre-qualified in Minor Highway Design. The respondent(s) shall have professional personnel that are registered and licensed in the State of Florida and other personnel or subconsultants as required to perform the duties necessary to complete the various services for this project. Respondents must have at least one State of Florida Licensed Professional Engineer (PE) on staff with the prime responding firm.

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

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

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

**A. Qualifications, experience and project approach:**

<h3>Phase I (Written Qualifications / Shortlist)</h3>
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CATEGORY
Technical Qualifications and Staff Expertise (25)
<ul style="list-style-type: none"> <li>• Organizational chart including the staff and sub-consultants proposed for this specific project.</li> <li>• Professional licenses, certifications, titles, accomplishments of staff, credentials, qualifications, and years of experience of the staff for both the prime firm and sub-consultants – include resumes, education, certifications, and similar project experience.</li> <li>• Past experience of key project personnel – particularly the project manager.</li> <li>• Number of years the prime and sub consultants have worked together.</li> <li>• Demonstrate that the team can provide the services within the time specified without delay or interference.</li> <li>• Character, integrity, reputation, judgment, and efficiency of the teams involved.</li> </ul>
Project Approach (35)
<ul style="list-style-type: none"> <li>• Understanding of project scope, challenges and key milestones.</li> <li>• Overall project approach to support the needs and objectives of the project.</li> <li>• Familiarity of potential project-specific difficulties and the team’s proposed solutions or mitigation strategies.</li> <li>• Description of project-specific challenges and proposed solutions.</li> <li>• Anticipated tactics and strategies for completion of a successful project.</li> <li>• Knowledge and application of Volusia County standards and procedures.</li> <li>• Knowledge and application of FDOT design standards.</li> <li>• Knowledge and application of FPL standards and procedures.</li> <li>• Knowledge and application of environmental regulations specific to this project.</li> <li>• Detailed plan for a safe and successful project implementation and successful completion.</li> <li>• Schedule and Cost Control mechanisms and practices.</li> <li>• Innovation.</li> </ul>
Similar Experience (35)
<ul style="list-style-type: none"> <li>• Experience of the firm in providing similar services for similar projects.</li> <li>• Quality of performance on previous contracts or services for local agencies.</li> <li>• Previous and existing compliance with laws, ordinances, environmental regulations, and guidelines relating to the contract or services.</li> <li>• Experience of the proposed project manager, staff, and sub-consultants with similar projects for local agencies.</li> <li>• Experience and familiarity with Volusia County standards, practices, procedures, and processes.</li> <li>• Presentation of successful project completion similar to the proposed scope of work.</li> </ul>
Financial Stability (5)

## Phase 2 (Presentations)

### Presentation (100)

Points will be given based on the quality of the information presented, overall project approach, and knowledge of the proposed project, project team, and project management.

**The Evaluation Committee members will conduct a ranking to short-list the Firms. The short-listing ranking will not be added to the presentation ranking. After presentation, the Evaluation Committee will conduct a second ranking which will determine the Firm recommended for award.**

**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.

- B. 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.

- 2.5 QUESTIONS/EXCEPTIONS:** It is incumbent upon each respondent to carefully examine this solicitation's specifications, scope of work/service, and terms and conditions. Questions and exceptions concerning any section of this solicitation and Contract (**see Exhibit "D"**) shall be submitted in OpenGov. Questions and exceptions shall be submitted and received 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.

If it becomes necessary for the County to revise or clarify any part of this ITB the solicitation will be updated on the OpenGov platform by one of the following methods: the posting of answers to questions received; the revision of solicitation language/documentation. It is each Bidder's responsibility to check the OpenGov web site for any posted answers, and/or solicitation changes at <https://procurement.opengov.com/portal/volusia>. Each Respondent shall ensure that they have reviewed all questions & answers and/or changes to this ITB before submitting their proposal. By submitting a response, Respondents acknowledge that they have reviewed all posted answers, and/or solicitation changes prior to the posted closing date/time.

Answers posted by the County, and/or changes made to the solicitation shall become a material part of this solicitation.

### 3.0 GENERAL TERMS & CONDITIONS

#### 3.1 Definitions: As used in this RSQ, 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.

**Consultant:** The person with education and/or experience uniquely qualifies him or her to perform a specialized service for the County.

**Consultant's services:** Those services within the scope of work of this solicitation that are in an advisory nature to support policy development, decision-making, administration, or management of the government; normally provided by persons and/or organizations considered to have prerequisite knowledge or special abilities not generally available in the government.

**Contract:** The document resulting from this solicitation between the County and the awarded Respondent, including this RSQ, and the awarded Respondent's response 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:** Shall mean the County of Volusia (a body corporate and politic and a subdivision of the State of 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.

**Proposal:** The document submitted by the Consultant in response to a formal solicitation used to determine if the Consultant is highly qualified.

**Protest:** See process at [www.volusia.org/purchasing](http://www.volusia.org/purchasing).

**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 requested in the RSQ.

**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.

**Task Assignment:** Specific, detailed services or work placed against an awarded and established continuing services Contract memorialized as an Amendment to this Contract by the parties prior to the commencement of such Work or Services by the Consultant.

### 3.2 PROPOSED SCHEDULE:

06/21/26	Release date for Request For Qualification
07/09/26	Final date to receive written questions
07/23/26	Closing Date
TBD	Tentative date for the Evaluation Committee Meeting
TBD	Tentative date for Presentations by the Short-listed Firms
TBD	Tentative date for County Council approval of award
TBD	Tentative date for County Council approval of contract and fee

### 3.3 **E-Verify.** The Consultant covenants and agrees to the following provisions, as required by law:

- 3.3.1 If and to the extent the Agreement meets the criteria set forth at 48 C.F.R. § 52.222-54(e), the criteria of 48 C.F.R. § 52.222-54 are hereby incorporated by reference into this Agreement as if fully set forth herein.
- 3.3.2 Consultant and any of Consultant's SubConsultants shall register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility and work authorization status of all new employees hired by Consultant (or Consultant's SubConsultants) on or after the effective date of this Agreement and thereafter during the remaining term of the Agreement.
- 3.3.3 In the event Consultant enters into a subcontract, Consultant shall require, via written contract, the SubConsultant agree to: (i) register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired on or after the effective date of the subcontract and thereafter during the remaining term of the subcontract; and (ii) provide Consultant with an affidavit stating that the SubConsultant does not employ, contract with, or subcontract with an unauthorized alien. Consultant shall maintain a copy of such affidavit for the duration of this Agreement or the subcontract, whichever is longer. The Consultant shall provide a copy of such affidavit to the County before the SubConsultant begins any work associated with the Agreement. If the County has a good faith belief that a subConsultant knowingly violated the requirements set forth in this Section 3.3 or Sections 448.09(1) or 448.095 of the Florida Statutes, but also has a good faith belief Consultant otherwise complied with this Section 3.3 and applicable law, the County shall promptly notify Consultant and order Consultant to immediately terminate its contract with the SubConsultant. Failure to comply with said order shall constitute a material breach of this Agreement.
- 3.3.4 If the County has a good faith belief Consultant has knowingly violated, or if Consultant is found to have violated, this Section 3.3; Section 448.09(1), Florida Statutes; Section 448.095, Florida Statutes; or the presidential Executive order and subsequent Federal Acquisition



Regulation (FAR) rule requiring federal Consultants to use E-Verify, if applicable, then the following shall be true: (i) such violation shall be a material breach of this Agreement by Consultant; (ii) Consultant shall indemnify, defend, and hold harmless the County from any resulting costs or expenses, including fines or penalties levied by a government agency and the County's loss or repayment of grant funds; (iii) the County may terminate this Agreement immediately and without penalty and such termination shall not be or be considered a breach of this Agreement; and (iv) Consultant shall be liable for any additional costs incurred by the County as a result of the termination of the Agreement. Consultant acknowledges and understands that if the County terminates this Agreement in accordance with this Section 3.3, Consultant shall be ineligible for award of a public contract for at least 1 year after the date on which the Agreement was terminated.

#### **3.4 PUBLIC PROPOSAL OPENING:**

- A. Pursuant to Section 119.071, Florida Statutes, proposals ("responses") and the completed tabulation will be available for inspection within thirty (30) days of response opening. Contact the Purchasing and Contracts Office during regular business hours to inspect responses and the completed tabulation or, for inspection of the completed tabulation, go to <https://vcservices.vcgov.org/bidlistnet1/>. 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)(3), Florida Statutes, to the extent such section may apply.
- B. In accordance with the American Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in the proceedings, or an interpreter to participate in any proceedings, should contact the County's ADA Coordinator at 386-248-1760 for assistance, at least two (2) business days before any meeting date.
- C. Assisted listening system receivers are available for the hearing impaired, and can be obtained by contacting the County's ADA Coordinator at 386-248-1760.
- D. Read the full ADA Notice under The American with Disabilities Act (Title II), at <http://www.volusia.org/core/fileparse.php/4175/urlt/ADANotice.pdf>.
- E. Read the [County of Volusia Grievance Procedure](#) under The Americans with Disabilities Act (Title II).

#### **3.5 PUBLIC RECORDS LAW:** Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide CONSULTANT with this statement and establish the following requirements as contractual obligations pursuant to the Contract:

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CM/GC'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-736-5935, [purchasing@volusia.org](mailto:purchasing@volusia.org), by mail, Purchasing and Contracts Division, Attn: Public Records Custodian, 123 W. Indiana Ave. RM 302 DeLand, FL 32720.**

- 3.5.1** By entering into this Contract, CONSULTANT acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Contract are public records subject to the public records disclosure

requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any CONSULTANT entering into a contract for services with the County is required to:

- A. Keep and maintain public records required by the County to perform the services and work provided pursuant to this Contract.
- B. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the CONSULTANT does not transfer the records to the County.
- D. Upon completion of the Contract, transfer, at no cost, to the County all public records in the possession of the CONSULTANT or keep and maintain public records required by the County to perform the service. If the CONSULTANT transfers all public records to the County upon completion of the Contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.
- E. Requests to inspect or copy public records relating to the County's Contract for services must be made directly to the County. If Consultant receives any such request, Consultant shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the CM/GC of such request, and the Consultant must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.
- F. Consultant acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.
- G. CONSULTANT further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County.

**3.6 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.

**3.7 AWARD:** The County reserves the right to award the contract to the respondent(s) that the County deems to offer the most responsive and responsible proposal(s), as defined elsewhere in this solicitation. In addition, the County has the sole discretion and reserves the right to cancel this RSQ, to reject any/all proposals, 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.

**3.8 INSURANCE REQUIREMENTS:** The Consultant shall purchase and maintain at its own expense, during the term of this Contract the types and amounts of insurance with limits no less than those shown on **Exhibit C**, in the form and from companies satisfactory to the County.

**3.9 INDEMNIFICATION, LIMITATION OF LIABILITY AND REMEDIES:**

**3.9.1** To the extent permitted by law, Consultant shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Consultant and other persons employed or utilized by the Consultant in the performance of the Contract.

**3.9.2** In all claims against County, Consultant's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or any benefits payable by or for Consultant, or its employees, agents, Consultants, or subconsultants.

**3.9.3** Confidential Information and/or Trade Secret do not include the following:

**3.9.3.1** Information already known or independently developed the party in possession; or

**3.9.3.2** Information in the public domain through no wrongful act of the party in possession; or

**3.9.3.3** Information received by the party in possession from a third party who was free to disclose it; or

**3.9.3.4** Information regularly disclosed to third parties without restriction on disclosure; or

**3.13.5** Information required to be disclosed by law or an order of a court of competent jurisdiction.

**3.9.4** Confidential Information and Infringement. If Consultant is licensing, or developing software (including derivative works) for use by the County, Consultant grants County a perpetual, fully-paid, non-assignable, non-exclusive, royalty-free license to use Consultant's software deliverables developed or licensed under a Contract. Said license includes software owned by Consultant which is furnished under a Contract, for County's internal use with such use to include the right to modify such deliverable(s) and to create derivative works for such internal use including without limitation the right to use such deliverable(s).

**3.9.5** If Consultant is licensing, providing or developing software, including derivative works for use by the County, Consultant agrees to protect and indemnify and hold harmless the County, its agents, elected officials and employees of the County from and against any and all claims, demands, actions, and causes of action which may arise asserting that all or any part of the Consultant licensed applications provided under any software owned by Consultant and licensed to County or provided by Consultant for use thereof by the County, infringes or misappropriates any third party's United States patent, copyright or any trade secret protected under United States law.

**3.9.5.1** In addition to the foregoing indemnification provision, Consultant shall also take the following steps to assure that County can continually use the software which Consultant has directly licensed to County or provided for use thereof by the County

in substantially the same manner delivered or subsequently enhanced or modified by:

- 3.9.5.1.1** Promptly replace the allegedly infringing or misappropriated item or items with compatible, functionally equivalent items which are not alleged to be infringing or misappropriated; or
  - 3.9.5.1.2** Promptly modify the alleged infringing or misappropriated item or items to eliminate the alleged infringement or misappropriation without impairing County's intended use of the Licensed Applications and/or Sublicensed Applications in any manner; or
  - 3.9.5.1.3** Promptly procure the right for the County to continue to use the Licensed Applications and/or Sublicensed Applications without modification; and
  - 3.9.5.1.4** Unless otherwise agreed by the parties, promptly shall mean for the purposes of this Section that the events described herein shall occur in no less than sixty (60) days from the date that notice of the claim is received by Consultant unless otherwise agreed by the Parties.
- 3.9.6** In the event that Consultant does not enable the County to use that which Consultant has delivered through accomplishing one or more of the alternatives set forth in above within aforementioned time period set forth herein during the term of a Contract, Consultant shall be in material default of a Contract and subject to Termination.
- 3.9.7** If Consultant is granting a license or develops software for the County under this Contract, it hereby warrants and represents that:
  - 3.9.7.1** Consultant is the sole owner of all right, title, and interest in and to the Consultant licensed software, user manuals and documentation, including all patents, copyrights, copyright rights, trade secrets, trademarks, trade names and all proprietary and intellectual rights and confidential information contained therein, and that it is authorized to enter into a Contract and grant County a perpetual license; and
  - 3.9.7.2** No portion of any licenses or right granted to the County to use Consultant's software pursuant to the terms of the applicable software license contract of Consultant for any work performed under a Contract violates or is protected by right, title, interest or similar right of any third person or entity.
- 3.9.8** Payment of Consultant's sub-consultants or Sub-subconsultants. Consultant shall save and hold the County harmless from any and all claims or actions by Consultant's sub-consultants or Sub-subconsultants for payment of monies such sub-consultant or Sub-subconsultant claims to be owed by Consultant for Work performed under a Contract.
- 3.9.9** Nothing in a Contract shall create any obligation on the part of the County to pay directly to any sub-consultants or Sub-subconsultants of Consultant any monies due to such sub-consultant or Sub-subconsultant or claims of a sub-consultant or Sub-subconsultants for amounts owed by Consultant to sub-consultant or Sub-subconsultant for Work performed under a Contract.
- 3.9.10** Sovereign Immunity. The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with section 768.28, Florida Statutes (as amended). Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in

this Contract shall be deemed as a waiver of immunity or limits of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been 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 Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

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

### **3.10 CONCERNING SUB-CONSULTANTS AND SUB-SUBCONSULTANTS:**

**3.10.1** Consultant shall not employ any sub-consultant, or Sub-subconsultant other person or organization of against whom the County may have reasonable objection, nor shall Consultant be required to employ any sub-consultant or Sub-subconsultant against whom it has reasonable objection. Consultant shall not make any substitution for any sub-consultant or Sub-subconsultant who has been accepted by the County without the County's approval.

**3.10.2** County's disapproval or requirement of removal or replacement of Consultant 's employee or sub-consultant or Sub-subconsultant shall be deemed for lawful reasons if in County's reasonable judgment, such Consultant's employee or sub-consultant or Sub-subconsultant poses a threat or causes harm to the health, welfare, or safety, or morale of the County or its agencies, personnel or property or who fails any drug test administered in connection with a Contract, or who has been convicted of a felony or a misdemeanor involving "moral turpitude" or has been released or dishonorably discharged or separated under conditions other than honorable under other than honorable conditions from any of the Armed Forces of the United States.

**3.10.3** Consultant shall be fully responsible for all negligent acts and omissions of its sub-consultant or Sub-subconsultant and of persons directly or indirectly employed by them and of persons for whose negligent acts any of them may be liable to the same extent that it is responsible for the negligent acts and omissions of persons directly employed by it. Nothing in the Contract Documents shall create any contractual relationship between any sub-consultant or Sub-subconsultant and the County or any obligation on the part of the County to pay or to see to the payment of any moneys due any sub-consultant or Sub-subconsultant, except as may otherwise be required by law. County may furnish to any sub-consultant or Sub-subconsultant to the extent practicable, evidence of amounts paid to Consultant on account of specific work done in accordance with the schedule of values.

**3.10.4** Consultant agrees to bind specifically every sub-consultant to the applicable terms and conditions of the Contract Documents and the terms and conditions of Definitions, Order of Precedence, Scope of Work and Local Government Policies of a Contract for the benefit of the County.

**3.10.5** The Consultant shall require all sub-consultants or Sub-subconsultants or outside associates employed in connection with the performance of a Contract to comply fully with the terms and

conditions of a Contract between the County and the Consultant.

- 3.10.6** Any sub-consultants or Sub-subconsultants and/or outside associates required by the Consultant in connection with the services covered by the Contract will be limited to such individuals or firms as are specifically identified for the Project assigned under a Contract. Any substitution of such, sub-consultants, Sub-subconsultants or associates will be subject to the prior written approval of the County Project Manager.

### **3.11 AUTHORIZATION FOR SERVICES:**

- 3.11.1** No Guarantee to Perform Projects. The County makes no covenant or promise as to the number of available Projects, nor that, the Consultant will perform any Project for the County during the life of a continuing services contract. The County reserves the right to contract with other parties for the services contemplated by a Contract as determined in the County's sole and absolute discretion.
- 3.11.2** A continuing services contract standing alone does not authorize the performance of any Work or Services to be provided by the Consultant or require the County to place any orders for Work or a Service. Authorization for performance of professional services by the Consultant under a continuing services contract shall be in the form of written Task Assignments issued and executed by the County and signed by the Consultant. Each Task Assignment shall describe the Services required, state the dates for commencement and completion of the Work, and establish the amount and method of payment.
- 3.11.3** Certifications for Completed Work. Consultant shall sign and seal (hereinafter "Certification") all completed Work under a Contract or Task Assignment as required as a licensed professional or under Florida law; otherwise, the County Project Manager shall not have the authority to approve completed Work or Services and Consultant shall not be entitled to payment for the Work or Services covered by uncertified Work. In the event the County Project Manager accepts and approves completed Work bearing no such certification by the Consultant, such acceptance and approval shall not relieve Consultant or its sub-consultants or Sub-subconsultants or agents of any liability for any defects, omissions or errors in the Deliverables of completed Work until such work is certified by Consultant.

### **3.12 TERMINATION:**

- 3.12.1** The performance of Work or Services under a Contract may be terminated by the County in accordance with this clause in whole or from time to time in part, upon at least thirty (30) days prior written notice to Consultant whenever the County shall determine that such termination is in the best interest of the County. Any such termination shall be effected by delivery to the Consultant of a Notice of Termination specifying the extent to which performance of work under a Contract is terminated, and the subsequent date upon which such termination becomes effective.
- 3.12.2** County may terminate a Contract in whole or part for convenience at will or for non-appropriation of funds by County. Upon receipt of such notification, Consultant shall inform County of the extent to which performance is completed and unless notified in writing by the County otherwise, the Consultant shall take no further steps towards completion of the Project. Upon payment by County, Consultant shall deliver to County any and all completed Deliverables and Deliverables-in-progress that then exist for the Project. If the County terminates the Project due to the Consultant's failure to meet a completion deadline as set forth

in a Contract, the County may seek the services for the Project from another consultant and no sums shall be due to the Consultant as a result of any work or services that have been performed by the Consultant for the Project.

- 3.12.3** After receipt of a Notice of Termination as set forth in above, and except as otherwise directed by the County, the Consultant shall:
- 3.12.3.1** Stop work under a Contract on the date and to the extent specified in the Notice of Termination.
  - 3.12.3.2** Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under a Contract, as it is not terminated.
  - 3.12.3.3** Terminate all orders and subcontracts pursuant to this Article to the extent that they relate to the performance of Work or Services terminated by the Notice of Termination.
  - 3.12.3.4** Assign to the County, in the manner, at the times and to the extent directed by the County, all of the right, title, and interest of the Consultant under the orders and subcontracts so terminated, in which case the County shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
  - 3.12.3.5** With the approval of the County and to the extent required by the County, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts. County's approval of such settlements shall be final for all the purposes of a termination under the Article. In addition, Consultant shall transfer title and deliver to the County, in the manner, at the times, and to the extent, if any, directed by the County:
    - 3.12.3.5.1** The sketches, calculations, reports, models, studies and other Work-in-process, completed Work or Services, supplies, and other materials produced as a part of, or acquired in connection with the performance of the Work or Services terminated by the Notice of Termination; and,
    - 3.12.3.5.2** The completed or partially completed designs, plans, drawings, information, and other property, which, if the Contract has been completed, would have been required to be furnished to the County.
- 3.12.4** Consultant shall complete performance of such part of the Work or Services as shall not have been terminated by the Notice of Termination.
- 3.12.5** After receipt of a Notice of Termination, the Consultant shall submit to the County its termination claim, in the form and with a certification as prescribed by the County. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one (1) or more extensions in writing are granted by the County, upon request of the Consultant made in writing within such thirty (30) day period or authorized extension thereof. Upon failure of the Consultant to submit its termination claim within the time allowed, the County may determine on the basis of information available to it, the amount, if any, due to the Consultant by reason of the termination and shall there upon pay to the

Consultant the amount so determined.

- 3.12.6** Subject to the provisions of set forth above, the Consultant and the County may agree upon the whole or any part of the amount or amounts to be paid to the Consultant by reason of the total or partial termination of work pursuant to this Article which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts exclusive of settlement costs, shall not exceed the total contract price or Compensation as reduced by the amount of payments otherwise made and as further reduced by the contract price of Compensation for Work not terminated. As such, the Contract shall be amended accordingly and the Consultant shall be paid the agreed amount. Nothing herein, prescribing the amount to be paid to the Consultant in the event of failure of the Consultant and the County to agree upon the whole amount to be paid to the Consultant by reason of the termination of Work or Services pursuant to this clause, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to the Consultant.
- 3.12.7** In the event of the failure of the Consultant and the County to agree as provided above upon the whole amount to be paid to the Consultant by reason of the termination of work pursuant to this Article, the County shall pay to the Consultant the amounts determined by the County as follows, but without duplication of any amounts already agreed upon by the parties.
- 3.12.7.1** For completed Work or Services accepted by the County, the price or prices or Compensation specified in the Contract for such work, less any payments previously made.
- 3.12.7.1.1** Notwithstanding Fixed Fee or Price and Guaranteed Maximum-Not-To-Exceed Compensation the total compensation shall include the total of the following:
- 3.12.7.1.1.1** The costs incurred by the Consultant in the performance of the Work and Services terminated, including initial costs and preparatory expenses allocable thereto, but exclusive of any costs attributable to the Work and Services paid or to be paid for under hereof;
- 3.12.7.1.1.2** The cost of settling and paying claims arising out of the termination of Work or Services under subcontracts or orders as provided herein, which are properly chargeable to the terminated portion of the Contract exclusive of amounts paid or payable on account of work or services delivered or furnished by sub-consultants or Sub-subconsultants prior to the effective date of termination, which amounts shall be included in the costs payable herein; and,
- 3.12.8** A Contract may be terminated by the Consultant if the Consultant provides a minimum of thirty (30) days written notice to the County's Director of Purchasing and Contracts. In the event the Consultant breaches any of the terms and conditions of a Contract and after receipt of notice from the County of said breach and time to cure the same the Consultant fails to cure the breach, the County may take over the Work and Services and complete the Work or Services; or otherwise, the Consultant shall be liable to the County for any increased cost of the Project reasonably incurred by the County in the process of completing the Consultant's unfinished



Work and Services. As such, County may apply unpaid Compensation due and owing to the Consultant prior to the default as a set off against the costs incurred by the County for taking over such Work or Services.

- 3.12.9** In the event that there is a partial termination of a Contract by the County or Consultant because of non-appropriation by County, subject to Term of Contract and Contract Price and Compensation, Consultant shall be paid in accordance with terms of this Article, to the date of termination on a prorated basis for any task, milestone, or Deliverable started but not completed which were designated for payment on a payment schedule provided to the County prior to the commencement of work on the task, milestone or Deliverable which is the subject of the partial termination. County's obligation to pay Consultant under a Contract is limited to the budgeted amount for the fiscal year approved by the Volusia County Council for the then current fiscal year of a Contract and is otherwise limited to legally available non-ad valorem tax revenues. Consultant shall have no right to compel the Volusia County Council to appropriate funds for any fiscal year to pay the compensation set forth in Contract Price and Compensation. Consultant and County shall be obligated to continue performance under a Contract for the work or services within the Scope of Work or Services under a Contract which is not the subject of the partial termination by non-appropriation.
- 3.12.10** If termination of a Contract occurs for any reason:
- 3.12.10.1** The County shall continue to have the unfettered right to use or access any license, designs, plans, or exhibits, any of the Deliverables or work products from tasks or milestones, arising under that Contract and produced pursuant to the Contract Documents for which the County has paid prior to termination of a Contract or for which County makes payment after termination of a Contract.
- 3.12.11** Except as otherwise provided in a Contract, Consultant shall return to the County all County Confidential Information in Consultant's possession and Consultant shall certify in a written document signed by the Consultant that all such information has been returned.
- 3.12.12** Except as otherwise provided in a Contract, the County shall return to Consultant or destroy all Consultant's Confidential Information in the County's possession (including, without limitation, all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment or other documents or property relating to such Consultant's Confidential Information and all copies of any of the foregoing (in whatever medium recorded)) and all Third-Party Products in its possession not yet accepted and not yet paid for in full together with all copies of documentation and other material related thereto, and shall certify in a written document signed by the County Project Manager that all such information and material has been returned or destroyed.
- 3.12.13** For all undisputed outstanding invoices submitted to the County prior to the effective date of the termination and subject to Term of Contract, Contract Price and Compensation, and this Article, the County shall cause payments to be made to Consultant within thirty (30) days of receipt of invoice. Consultant shall invoice the County for any sums Contractor claims to be owed by County under a Contract for work performed from the last invoice to the effective date of termination. County shall review such invoice for payment and County shall pay any undisputed amount within thirty (30) days.
- 3.12.14** In the event of termination by the County for non-appropriation, for all items or products ordered by Consultant before receipt by Consultant of the Notice of Termination which Consultant could

not cancel without imposition of a fee, the County shall cause payments to be made to Consultant within thirty (30) days of receipt of an undisputed invoice for all cancellation, restocking or residual fees resulting from the cancellation or return of third party products ordered from or shipped by the vendor thereof prior to the effective date of the termination.

**3.12.15** All provisions of a Contract which imposes or contemplates continuing obligations on a party will survive the expiration or termination of a Contract.

**3.13 ASSIGNMENT:** Consultant may not assign or otherwise convey Consultant's rights and/or obligations under this Contract without obtaining County's prior written consent, which consent County may withhold, limit and/or condition in County's sole discretion, including, but not limited to posting a performance bond. Any consent by the County under this Section shall be by written amendment to the Contract in a form and substance specified by the County in its sole discretion. If Consultant desires to assign or otherwise convey its rights and/or obligations under this Contract, Consultant no less than thirty (30) days prior to the assignment's proposed effective date, provide County with a written request for County's consent. Failure to provide such notice may result in the County assessing a processing fee of Five Hundred Dollars (US \$500.00).

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

Nothing herein shall preclude the right of the County to waive its rights under this Section but no waiver shall be granted by the County without amendment to the Contract.

**3.14 COUNTY LOGO:** The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in this solicitation permits or shall be construed as authorizing Bidder to use or display County's Intellectual Property on Bidder's submittal documents or proposal (including any exhibits attached thereto) submitted to County by or on behalf of Bidder in response to this solicitation. The County has the right to redact the County Logo displayed on any proposal submitted.

**3.15 SCRUTINIZED COMPANIES, FL STATUE SECTION 287.135 AND 215.473:** Contractor must certify that the company is not participating in a boycott of Israel. For Contracts for goods or services of one million dollars or more, Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has not been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law. The County will not contract for the provision of goods or services with (i) any company participating in a boycott of Israel, and, (ii) for Contracts for goods or services of one million dollars or more, any other scrutinized company as described above. Contractor must submit the certification form (See Section 11.0). Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have five (5) Calendar days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not

demonstrate that the County's determination of false certification was made in error then the County shall have the right to terminate the Contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

- 3.16 COMPLIANCE WITH LAWS AND REGULATIONS:** The Contractor shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations (including but not limited to the following statutes: Americans with Disabilities Act (ADA), Titles I, II and III of the ADA; Federal Immigration Reform and Control Act of 1986 (as amended); and Title VII of the Civil Rights Act of 1964 (as amended), 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. Contractor shall observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees for all work or services performed under this Agreement. The Contractor shall indemnify, defend and hold harmless the County and all its officers, agents, servants, or employees against any liability or claim made against the County arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor, its representatives, Subcontractors, sub-consultants, professional associates, agents, servants, or employees.

Pursuant to Section 287.05701, Florida Statutes, vendors are hereby notified that:

- The County shall not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor; and
- The County shall not give preference to a vendor based on the vendor's social, political, or ideological interests.

- 3.17 EMERGENCY RESPONSE SERVICES.** In the event goods or services are provided under this Agreement for emergency response for a natural emergency, any breach of this Agreement by Contractor during an emergency recovery period shall pay a \$5,000 penalty as well as damages, which may be either actual and consequential damages. As used in this provision, the term “emergency recovery period” means a 1-year period that begins on the date that the Governor initially declared a state of emergency for a natural emergency.

- 4.0 PROPOSAL REQUIREMENTS:** Firms interested in providing the required professional services shall submit their proposals via the new On-line system. Paper proposals will no longer be accepted. Once respondents register with OpenGov, respondents will be able to submit their proposal securely, any time before the solicitation deadline, at <https://procurement.opengov.com/portal/volusia> by clicking the PARTICIPATE BUTTON under the solicitation. Proposals submitted on OpenGov will remain locked and inaccessible by County purchasing staff until the solicitation deadline.

Registration with OpenGov is free and is required prior to submitting a bid response electronically. You will be required to register once you click the PARTICIPATE BUTTON in the solicitation file. It is suggested your company register no later than 24 hours in advance of the bid submission deadline to ensure proper registration. Should your company need assistance with registering, please contact the OpenGov. Bids submitted on OpenGov will remain locked and inaccessible by County purchasing staff until the current bid deadline.

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

The Contractor/Proposer acknowledges that information provided in the response is true and correct and agrees to all terms and conditions contained in this solicitation and related exhibits. Contractor/Proposer further agrees and acknowledges that no proprietary or confidential information has been submitted and that the submission of a response is final. Responses may be withdrawn by the Contractor/Proposer prior

to the closing/offer date. Following the closing/offer date, Contractor/Proposer understands that a response may not be withdrawn.

By submitting this proposal or entering into this contract, Contractor/Proposer acknowledges that all documents submitted are public records and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services or delivery of products provided under this proposal or contract are public records subject to the public records disclosure requirements of Florida Statutes sec. 119 et seq., and Article I, section 24 of the Florida Constitution.

Proposals shall be clear and concise. **Failure to provide the required information may result in the proposal not being considered.**

#### **Tab 1. Qualification Data**

- A. A submittal letter signed by an authorized agent of the firm, as listed on the Florida Department of State, Division of Corporations' Sunbiz report available at [www.sunbiz.org](http://www.sunbiz.org) (Sunbiz), shall be required. If anyone other than the officers listed on the Sunbiz website will be signing this RSQ, a memorandum of authority signed by an officer of the firm allocating authorization shall be required. If firm is not currently registered as a vendor in the State of Florida (Sunbiz), include documentation designation of contracting authority. The memorandum of authority shall be on the firm's letterhead and shall clearly state the name, title and contact information for the individual designated by the firm and the signature shall be an original.
- B. A brief profile of the firm, including:
  1. A brief history of the business;
  2. Designation of the legal entity by which the business operates (i.e., sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, etc.) including documentation from the appropriate state's agency confirming firm's legal entity type. 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;
  3. A Florida Department of State, Division of Corporations' Sunbiz report available at [www.sunbiz.org](http://www.sunbiz.org);
  4. Ownership interests;
  5. Active business venues (counties, states, etc.);
  6. Present status and projected direction of business;
  7. The overall qualifications of the business to provide the services requested.

#### **Tab 2. 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, project experiences, and other professional qualification. [*A maximum of five (5) pages for this section*].

2. **Sub-consultants:** Same as above including number of years' experience working with the respondent and past relationships [*A maximum of three (3) pages for this section*].
3. **Organizational chart:** One (1) page maximum of the proposed team (prime & sub-consultants).

**Tab 2 shall not exceed 9 pages. If tab 2 contains more than nine (9) pages as indicated, your proposal may be considered non-responsive.**

### **Tab 3. Financial Stability**

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) has been involved in relative to company contracts or other company business over the last five (5) years. The respondent shall also list any work their team failed to complete in accordance with any contract in the last five (5) years and describe details regarding the non-performance, 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.

### **Tab 4. Project Approach:**

Respondent shall explain their typical project design process as well as the project-specific methodology and approach for this project including their method for quality control. Project approach should include the team's assessment of project-specific challenges and the proposed mitigation strategies. [*A maximum of five (5) pages in this section*].

### **Tab 5. Similar Projects and References:**

**The information provided under this tab, must be current and the County must be able to contact references for verification as part of the evaluation process.**

**Unless specifically asked by the County, the County of Volusia shall *not* be listed as a reference. Volusia County projects can be listed as past experience.** The respondent shall provide examples of similar projects which best illustrates the Consultant's qualification for the scope of services. [*A maximum of five (5) pages in this section*].

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.

Provide a client reference for each of the representative projects including project name, client name, address, contact name and phone number and E-mail address. It is the firm's responsibility to ensure E-mail addresses provided are current and accurate. **(Use Attached Reference Form 15.0, this form is not part of the 8 pages for this section).**

### **Tab 6. Forms**

- A. **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.

- B. Professional Certification/Licenses:** Respondent and their sub-consultants/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 sub-consultants/Subcontractors shall submit with their submittal, copies of their professional license. Licenses shall remain current for the entire term of the Contract resulting from this solicitation.
- C. 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 name of Volusia County's contact person.**
- D. 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*)
- E. Conflict of Interest Disclosure Form:** All Respondents shall properly complete and include with their proposal the attached statement disclosing any potential conflict of interest that the Respondent may have due to ownership, other clients, contracts, or interests associated with this project.
- F. 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 contract 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 contract (*See the attached form included in this package*).
- G. 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 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 sub-consultants of the project team*).
- H. Completed W-9 form:** Include a completed W-9 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. The W-9 form can be accessed through this site as well.

- I. Drug-Free Work Place Form:** Respondents shall complete and include with their proposal the attached form certifying compliance with Florida Statute 287.087 (See “*Drug-Free Work Place*” form).
- J. Certification Regarding Debarment (Prime) Form**
- K. Certification Regarding Debarment (Sub) Form**
- L. Certification Regarding Prohibition Against Contracting with Scrutinized Companies Form**
- M. Truth in Negotiation Form.**
- N. Human Trafficking Attestation Form.**

***END OF PROPOSAL REQUIREMENTS***

## 5.0 GENERAL INFORMATION:

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

**DISADVANTAGED AND WOMEN BUSINESS ENTERPRISES:** The County of Volusia has adopted policies that 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. The County reserves the right to require any or all firm to appear for interviews and/or oral presentations at no cost to the County.

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

**THIRD PARTY COURIER:** If a third party carrier (Federal Express, Airborne, UPS, USPS, etc.) is used, that the third party is properly instructed to deliver the Proposal only to Room 302, in the Purchasing and Contracts 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 Solicitation closing date and time.

*REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK*



**6.0 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

**7.0 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 \_\_\_\_\_ Date \_\_\_\_\_  
(Signature)

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)

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

- A. By entering into this Contract, the Contractor represents and warrants that it is not on the discriminatory vendor list and not under investigation for violation of any state or federal law prohibiting discrimination. The Contractor further represents and warrants that its subcontractors and implementer, if any, are not on the discriminatory vendor list and not under investigation for violation of any state or federal law prohibiting discrimination. Pursuant to Florida Statutory requirements, potential Respondents are notified:
- **Section 287.133(2)(a)(as amended):** 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 section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
  - **Section 287.134(2)(a)(as amended):** 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.
  - **Section 287.134(2)(b)(as amended):** A public entity may not accept any bid, proposal, or reply 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 287.134(3)(f), Florida Statutes. A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.
- B. By submitting a proposal, the Respondent represents and warrants that the submission of its proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005) or their successor.
- C. In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent's subcontractors and Respondent's implementer, if any, is not under investigation for violation of such statutes.
- D. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

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

Name & Title: \_\_\_\_\_

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

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

## 9.0 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 reConsultantvng 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

## 10.0 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:

### TO BE COMPLETED BY ALL SUB-CONSULTANTS

1. The prospective participant (sub-contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors and suppliers):
  - 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 (3) year period preceding this bid proposal 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 reConsultantving 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 bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid proposal.

\_\_\_\_\_  
Name and title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Street address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

## 11.0 CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES:

I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this solicitation is for a contract for goods or services of one million dollars or more, I hereby certify that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s.215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this solicitation upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Name of Respondent: \_\_\_\_\_

By: \_\_\_\_\_ (Authorized  
Signature)

Title: \_\_\_\_\_

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

**12.0 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 and title

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Firm

\_\_\_\_\_  
 Street address

\_\_\_\_\_  
 City, State, Zip

\_\_\_\_\_  
 Date

**13.0 TRUTH-IN-NEGOTIATION CERTIFICATION**

1. Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Consultant must execute this Certificate and include it with the submittal of its proposal or as prescribed in the solicitation.
2. The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project are accurate, complete, and current at the time of contracting.
3. The Consultant further agrees that the original agreement price and any additions thereto will be adjusted to exclude any significant sums by which Volusia County determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments must be made within one (1) year following the end of the agreement.

**CONSULTANT**

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

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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



## 14.0 HUMAN TRAFFICKING ATTESTATION, PURSUANT TO SECTION 787.06, FLORIDA STATUTES

Name of Entity/Contractor: \_\_\_\_\_ ("Nongovernmental Entity")

This form has been completed by a duly authorized officer or representative of the Nongovernmental Entity in conjunction with the execution, renewal, or extension of a contract with County of Volusia, a governmental entity and political subdivision of the State of Florida, ("Governmental Entity") in compliance with Section 787.06(13), Florida Statutes, (2024).

The Nongovernmental Entity acknowledges that Section 787.06(13), Florida Statutes, provides that when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services. For purposes of this requirement, "labor" means work of economic or financial value and "services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term, "services" includes, but is not limited to, forced marriage, servitude, or the removal of organs.

Pursuant to Section 787.06, Florida Statutes, when a contract is executed, renewed, or extended between you, a nongovernmental entity, and Volusia County, a governmental entity in the State of Florida, you are hereby providing this affidavit under penalties of perjury that you do not use **coercion to employ any person for labor or services**. Coercion includes, without limitation, using or threatening to use physical force against any person; restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; causing or threatening to cause financial harm to any person; enticing or luring any person by fraud or deConsultant; or providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

This signed attestation is provided to the Governmental Entity to comply with the statutory requirement. If, at any time in the future, the Nongovernmental Entity does use coercion for labor or services, the Nongovernmental Entity will immediately notify the Governmental Entity and no contracts may be executed, renewed, or extended between the parties.

This attestation is made for the benefit of, and reliance by, the Governmental Entity.

**Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.**

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

Title: \_\_\_\_\_

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

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

**15.0 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 sub-consultants.

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 sub-consultants. 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 Expires: \_\_\_\_\_  
(Seal)

**16.0      Tab 5: Client Reference Form:**

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

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

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