REQUEST FOR STATEMENT OF QUALIFICATIONS

26-SQ-56PW

RESIDENT PROJECT REPRESENTATIVE (RPR) PROFESSIONAL ENGINEERING SERVICES- CORRECTIONS SECURITY UPGRADE

County of Volusia

123 W. Indiana Ave.

DeLand, FL 32720

RELEASE DATE: November 6, 2026

DEADLINE FOR QUESTIONS: November 25, 2026

RESPONSE DEADLINE: December 10, 2026, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

https://procurement.opengov.com/portal/volusia

County of Volusia
REQUEST FOR STATEMENT OF QUALIFICATIONS
Resident Project Representative (RPR) Professional Engineering Services- Corrections Security Upgrade

I. Introduction.....
II. Purpose and Overview .....
III. Special Terms and Conditions .....
IV. General Terms and Conditions.....
V. Insurance Requirements .....
VI. Scope of Work .....
VII. Evaluation Criteria .....
VIII. Vendor Questionnaire.....
IX. Definitions .....

Attachments:

A - Exhibit A Grant Documents

B - Exhibit B Insurance Requirements

C - Exhibit C- VCPP Criminal Background Check Form

1. Introduction

1.1. Summary

The County of Volusia Division of Corrections is upgrading the detention controls, security surveillance, and access control systems at the Correctional Facility and the Branch Jail. The Engineer of Record is TLC. A Certified Security System Integrator (CSSI) Company will be hired by the County to implement design and construction based upon Engineer of Record (EOR) construction documents. With this Request for Statement of Qualifications, the County of Volusia is seeking the services of a Florida Licensed Professional Electrical Engineer, specialized in CSSI at correctional facilities, to provide RPR (resident project representative) services for the duration of the construction contract.

1.2. Background

The Volusia County Division of Corrections has two inmate facilities, the first is the 88,446 square feet Volusia County Correctional Facility (VCCF), constructed in 1977 and located at 1354 Indian Lake Road, Daytona Beach, Florida 32124 and the second is the 265,266 square feet Volusia County Branch Jail (VCBJ), built in 1986 and located at 1300 Red John Drive, both are in Daytona Beach, Florida 32124.

The detention controls, security surveillance and access control systems at these facilities have been reworked throughout the years, but it is now time for a complete upgrade and overhaul.

The County is undertaking a project to expand, enhance and replace the entire detention controls, security surveillance and access control systems for both the Branch Jail and Correctional Facility at the County's Indian Lake Complex.

The project improvements are being provided, installed, constructed and configured by others (a certified security system integration contractor). The CSSI will have on its team a Florida licensed general contractor in order to perform associated electrical, architectural and structural alterations in support of the project. Services also include low voltage systems, information technology systems, new millwork and new furniture consoles. The CSSI contract includes but is not limited to:

Summary Description

A. Replace officer stations at housing pods with new officer stations both VCBJ and VCCF.

B. Build a new VCBJ Main Control Room.

C. Replace the existing VCBJ Main Control Room with a new Security Screening Room.

D. Remodel VCCF Main Control Room. Prior to that, configure detention control and security system at VCBJ Main Control Room to temporarily service both the VCBJ and VCCF.

E. Replace select existing detention grade doors, detention grade hardware and associated programmable logic controllers (PLC's) within VCBJ & VCCF.

F. Implement a facility wide detention security surveillance and access control system upgrade with integrations between CCTV, Intercom, and Lighting Controls with Touchscreens and computer programs at both the VCBJ and VCCF.

G. Expand existing CCTV systems at both VCBJ and VCCF.

H. Replace existing intercoms with new POE detention intercoms within VCBJ and VCCF.

I. Expand access control system and hardware to existing non-detention doors within VCBJ and VCCF.

J. Provide, install, and configure additional network switches within VCBJ and VCCF.

K. Provide and install new lighting controls to housing pods for VCBJ and VCCF.

L. Provide and install pathways, cabling, and power for all systems described above for VCBJ and VCCF.

M. Provide, install and integrate audiovisual system that includes wall mounted TV monitors and video walls at control rooms in the VCBJ and VCCF. Displays populated on desktop PC monitors shall have the capability to be displayed on the wall mounted displays. Sourcing of populated displays shall be from Volusia County IT Internet connection and on-site antenna TV broadcast.

N. Provide and install electronic workstation furniture consoles and related cabling at control rooms in the VCBJ and VCCF. (All other furniture by Owner. Console mounted desktop personal computers and monitors are by Owner.)

Architectural Scope of Work Description

Scope of Work for both VCBJ and VCCF also includes selective demolition, masonry, metal framing & drywall, suspended acoustical ceilings, resilient flooring, painting, millwork and electronic workstation furniture consoles.

Detention Door Scope of Work Description

Scope of work for both VCBJ and VCCF includes providing detention grade sliding gates, detention grade locking hardware and related appurtenances.

Systems Scope of Work Description

A. The Scope of work for the Detention Control System Installer at VCBJ and VCCF is to provide a new headend PLC (Programmable Logic Controller) system with Human Machine Interfaces (HMI). The new system shall replace an existing relay-logic based system using Network Input/Output (I/O) units to monitor and control doors. This scope of work includes surveying the existing system, replacing all existing relays, and providing I/O units. As part of this system, a custom HMI shall be developed and deployed on owner furnished computers and contractor furnished touch screens. Detention Controls Contractor will be responsible for integrating all systems noted below to be monitored and controlled through the HMI. Basis of design is Omron for PLCs and Relay Components and AVEVA Solutions for HMI software.

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B. The scope of work for the CCTV System Installer at VCBJ & VCCF is an expansion of the existing system by adding cameras and licenses as well as adding additional storage to the existing system. Some of these locations have existing analog cameras to be replaced with new IP cameras, adding new cables and pathways for new camera locations, and replacing existing IP cameras due to compatibility issues and age. The CCTV system will need to be integrated with the Detention Control System to allow the Detention Control System to view cameras or manipulate a CCTV layout to show cameras as selected on the HMI or based on triggers within the Detention Control System. Basis of Design is Axis Cameras & Ocularis Video Management System.

C. The scope of work for the Intercom System Installer at VCBJ & VCCF is to provide a new intercom system and associated cabling. Scope of work includes providing a new intercom headend, removal of all existing analog intercoms and replacement with intercoms compatible with the new system, providing new IP intercoms, providing new paging speakers, new amplifiers, cabling and related appurtenances. The Intercom system will need to be integrated with the Detention Control System to allow the Detention Control System to place calls from a

master intercom to paging zone(s), intercom station(s), or other master station(s). Integration shall also show on the HMI what intercom is calling the station and allow calls to be temporarily muted in the case of nuisance calls. Basis of Design is Harding.

D. The scope of work for Structured Cabling Contractor is to provide cabling to support systems described above at the VCBJ and VCCF. Scope also includes providing data drops within millwork and furniture. Fiber runs will be required.

E. The scope of work for Information Technology Contractor at VCBJ and VCCF is to provide, configure, and install network switches and equipment into the existing Volusia County IT network. Provide and install system for antenna TV broadcast to Control Rooms and Officer Stations. For VCBJ the anticipated scope of work is approximately (3) 48 port switches spread across (2) locations. For VCCF the anticipated scope of work is (3) 48 port switches deployed into (2) existing locations. Basis of Design is Cisco.

Lighting Control Scope of Work Description

The scope of work for lighting controls in VCBJ & VCCF is to replace existing switches with relay-based lighting controls in housing units. Basis of design is Acuity Light.

Electrical Scope of Work Description

The Electrical Contractor scope of work for VCBJ & VCCF is to provide pathways and power to support systems described above within the buildings. Electrical scope includes providing a combination of pathways as required using j-hooks, conduit and detention grade soffits as described in the specifications. Provide grounding as required and lightning protection for cameras. Provide electrical outlets at new control rooms and at new officer workstations. Modification to existing panel circuitry is required. Existing electrical service to VCBJ & VCCF will not require upgrade.

Miscellaneous Scopes of Work

Scope of Work for VCBJ includes providing site electronics enclosures with Detention control hardware, access control hardware, fiber terminations, and industrial switches.

1.3. Contact Information

Pamela Wilsky
Director Purchasing and Contracts
123 W. Indiana Ave Room 302
DeLand, FL 32720
Email: pwilsky@volusia.gov
Phone: (386) 822-5779

Department:
Engineering & Construction

1.4. Timeline

Release Project Date	November 6, 2026
Question Submission Deadline	November 25, 2026, 11:59pm
Proposal Submission Deadline	December 10, 2026, 3:00pm
Solicitation Opening Information (Non-Mandatory)	December 10, 2026, 3:01pm Microsoft Teams meeting Join on your computer, mobile app or room device https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting Meeting ID: 213 233 692 064 Passcode: gPYNoU Or call in (audio only) +1 386-456-3387,,628672925# United States, Daytona Beach Phone Conference ID: 628 672 925#

2. Purpose and Overview

2.1. Purpose and Overview

The purpose of this request for statement of qualifications (RSQ) is to select the most highly qualified firm(s) to provide the requested services. It is anticipated that one (1) firm will be awarded a contract to provide the necessary services for an initial term of three-years or upon project completion whichever is later. Any renewals will be upon mutual agreement.

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

3. Special Terms and Conditions

3.1. Closing Date and Pre-Solicitation Conference

A. Request for Statement of Qualifications (RSQ) Closing Date Response must be received through the County's ePROCUREMENT PORTAL before 3:00 pm on Thursday, December 10, 2026. Responses received after this time will not be considered.

B. No Pre-solicitation Conference will be held.

3.2. Authorized Official

The Solicitation response and all required forms must be submitted/signed by an official authorized to legally bind the Respondent to all Solicitation provisions. A Memorandum of Authority may be submitted to document that the individual is authorized to commit the firm to a contract.

3.3. Payment Terms

1. The County will remit full payment on all undisputed invoices within forty-five (45) business days from receipt by the appropriate person(s) (to be designated at time of Agreement) of the invoice(s) or receipt of all products or services ordered.
2. Pursuant to Chapter 218, Florida Statutes, the County will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within thirty (30) days after the due date.
3. The County has the capability of Electronic Funds Transfer (EFT). List any discounts for prompt payment and/or willingness to accept Electronic Funds Transfer (EFT) and the discount to be applied to such payments. Consultants offering prompt payment discounts, for example 1% - net 10, the discount shall be taken if the check issue date is within specified time period from date of invoice.
By submitting a Response to the County of Volusia, Florida, the Respondent expressly agrees that, if awarded an Agreement, the County may withhold from any payment monies owed by the Respondent to the County for any legal obligation between the Respondent and the County, including, but not limited to, real property taxes, personal property taxes, fees, and commissions.

3.4. Award Term

The County is looking to promote partnership relationships within the policies and procedures of public procurement. Pursuant toward that end, the successful Respondent shall be awarded an Agreement for

an initial three-year term or project completion whichever comes later. Any renewals will be contingent upon mutual written agreement.

3.5. Damages

Due to the nature of the services to be provided and the potential impact to the County for loss, the awarded Respondent cannot disclaim consequential or special damages related to the performance of this Agreement. The awarded Respondent shall be responsible and accountable for any and all damages, directly or indirectly, caused by the actions or inaction of its employees, staff, or Subconsultant. There are no limitations to this liability. This section does not apply to the extent precluded or prohibited by applicable law.

3.6. Emergency Response Services

In the event goods or services are provided under this Agreement for emergency response for a natural emergency, if Contractor breaches this Agreement during an emergency recovery period Contractor 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.

3.7. Evaluation Method [CCNA]

The County will appoint a committee consisting of County staff to evaluate the proposals and to make a recommendation to the County Council. The County will be the sole judge of its own best interests, the proposals, and the resulting Contract, if any. The County’s decisions will be final. Award will be made to the proposal(s), 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), if applicable, to do an oral presentation or have discussions by the proposed team relative to their specific experience on similar projects. The selection process shall be in accordance to CCNA process.

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.

3.8. Presentations by Respondents

1. The County of Volusia, at its sole discretion, may ask individual Respondents to make oral presentations and/or demonstrations without charge to the County.

2. The County reserves the right to require any Respondent to demonstrate to the satisfaction of the County that the Respondent has the fiscal and managerial abilities to properly furnish the services proposed and required to fulfill the requirements of the RSQ. The demonstration must satisfy the County and the County shall be the sole judge of compliance.

3. Respondents are cautioned not to assume that presentations will be required and should include all pertinent and required information in their original proposal package.

3.9. Proposal Acceptance/Rejection

The County reserves the right to accept or reject any or all proposals received as a result of this Solicitation, or to negotiate separately with competing Respondents, and to waive any informalities, defects, or

irregularities in any proposal, or to accept that proposal or proposals, which in the judgment of the proper officials, is in the best interest of the County.

3.10. Proposal Acceptance Period

Any Proposal in response to this RSQ shall be valid through December 31, 2027. At the end of this time the proposal may be withdrawn at the written request of the Respondent if no award has been made. If the Proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled regardless of the status of the proposal bond. The County reserves the right to request an extension of the proposals if a Contract has not been executed by November 30, 2027.

3.11. Termination (RSQ)

A. 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.

B. 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.

C. After receipt of a Notice of Termination as set forth in above, and except as otherwise directed by the County, the Consultant shall:

   1. Stop work under a Contract on the date and to the extent specified in the Notice of Termination.

   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. 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.

   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.

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:

    a. 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,

    b. 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.

D. Consultant shall complete performance of such part of the Work or Services as shall not have been terminated by the Notice of Termination.

E. 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.

F. 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.

G. In the event of the failure of the Consultant and the County to agree as provided in Section 6. 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.

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.

a. Notwithstanding Fixed Fee or Price and Guaranteed Maximum-Not-To-Exceed Compensation the total compensation shall include the total of the following:

i. The costs incurred by the Consultant in the performance of the Work and Services terminated, including initial costs and preparatory expenses allocable thereto, but exclusive of any costs attributable to the Work and Services paid or to be paid for under Sections 6. and 7.1. hereof;

ii. 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 Subconsultants or Sub-Subconsultant prior to the effective date of termination, which amounts shall be included in the costs payable herein; and,

H. 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.

I. 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.

J. If termination of a Contract occurs for any reason:

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.

K. 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.

L. 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.

M. 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 forty-five (45) days of receipt of invoice. Consultant shall invoice the County for any sums Contactor 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 forty-five (45) days.

N. 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 forty-five (45) 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.

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

4. General Terms and Conditions

4.1. Submission of Offers

The County of Volusia is requesting proposals for the service and/or product(s) detailed within this solicitation. If your company is interested in submitting a proposal to provide this service and/or product(s), please provide the requested information in this solicitation, complete the included forms, and submit these documents with your response through OpenGov Procurement, at https://procurement.opengov.com/portal/volusia, by the date and time posted. The submission of responses prior to the specified date and time is solely and strictly the responsibility of the Respondent. Responses received after the posted date and time will not be considered. Additional information may be submitted with the response. No offer may be modified after acceptance. Terms and conditions differing from those in this solicitation may be cause for disqualification of the Response. Failure to provide the required information may result in the Response not being considered.

Responses submitted in OpenGov will remain locked and inaccessible by County purchasing staff until the Submission deadline.

Do not submit confidential information, proprietary information and/or trade secrets.

4.2. Respondent's Responsibility

The Respondent, by submitting a Response, represents that:

A. The Respondent has read and understands the Solicitation in its entirety and that the Response is made in accordance therewith;

B. The Respondent possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the County;

C. The Respondent has made all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the Agreement and to verify any representations made by the County of Volusia, Florida, upon which the Respondent will rely. If the Respondent receives an award because of its Response, failure to have made such investigations and examinations will in no way relieve the Respondent from its obligations to comply in every detail with all provisions and requirements of the Agreement, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Respondent for additional compensation or relief; and,

D. The Respondent will be held responsible for any and all discrepancies, errors, etc., in discounts or rebates which are discovered during the Agreement term or up to and including three (3) fiscal years following the County's annual audit.

E. The Respondent shall examine the drawings, specifications, and other Contract Documents (as applicable) carefully and inform itself thoroughly regarding any and all conditions and requirements, including the construction schedule that may in any manner affect the Work to be performed under the Agreement. Ignorance on the part of the Consultant shall in no way relieve itself of the obligations and responsibilities assumed under the Agreement.

4.3. Opening

Pursuant to Section 119.071, Florida Statutes, responses and the completed tabulation will be available for inspection within thirty (30) days of Solicitation opening. Contact the Purchasing and Contracts Office during regular business hours to inspect responses and the completed tabulation or go to the County's ePROCUREMENT PORTAL for inspection of the completed tabulation. The foregoing notwithstanding, if, prior to the County's making responses available for inspection, the County rejects all responses and concurrently provides notice of the County's intent to reissue the solicitation, then the County may avail itself of the exemption for rejected responses set forth in Section 119.071, Florida Statutes, to the extent such Section may apply.

Solicitation openings and public meetings may be attended either in person or remotely. Solicitation openings may be accessed remotely as described in the introduction timeline section of this Solicitation.

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.

Assisted listening system receivers are available for the hearing impaired and can be obtained from the Deputy Clerk by contacting the County's ADA Coordinator at 386-248-1760. Read the full ADA Notice under The American with Disabilities Act (Title II), atwww.volusia.org/core/fileparse.php/4175/urlt/ADANotice.pdf. Read the County of Volusia Grievance Procedure under The Americans with Disabilities Act (Title II).

4.4. 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 Agreement:

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

By entering into a 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 a 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 the 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 or termination of the Contract if the Consultant does not transfer the records to the County.

D. Upon completion or termination 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 or termination 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 or termination 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.

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 Consultant 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.

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. 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. Consultant shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Consultant's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Consultant's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Consultant authorizes County to seek declaratory, injunctive, or other appropriate relief against Consultant from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.

4.5. Confidential Information and Infringement [CCNA]

A. Confidential Information and/or Trade Secret do not include the following:

1. Information already known or independently developed the party in possession; or
2. Information in the public domain through no wrongful act of the party in possession; or
3. Information received by the party in possession from a third party who was free to disclose it; or
4. Information regularly disclosed to third parties without restriction on disclosure; or
5. Information required to be disclosed by law or an order of a court of competent jurisdiction.

B. 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).

C. 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 Consultantlicensed 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.

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:

   a. Promptly replace the allegedly infringing or misappropriated item or items with compatible, functionally equivalent itemswhich are not alleged to be infringing or misappropriated; or

   b. 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

   c. Promptly procure the right for the County to continue to use the licensed applications and/or sublicensed applications without modification; and

d. 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.

D. 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.

E. If Consultant is granting a license or develops software for the County under this Contract, it hereby represents that:

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

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.

4.6. Clarification, Correction of Entry, Minor Irregularities

The County of Volusia reserves the right to allow for the clarification of questionable entries and the correction of obvious mistakes. The County reserves the right to waive minor irregularities in Responses, providing such action is in the best interest of the County. Minor irregularities are defined as those that have no adverse effect on the County's best interests and will not affect the outcome of the selection process by giving the Respondent an advantage or benefit not enjoyed by other Respondents.

4.7. Revisions, Addenda, Questions & Answers

A. It is incumbent upon each Respondent to carefully examine the specifications, Scope of Work/Service, terms, and conditions of this Solicitation and any attachments/exhibits. The posting of answers through the County's ePROCUREMENT PORTAL is the only official methods by which interpretation, clarification, or additional information can be given. Questions and exceptions concerning any section of this Solicitation and any attachments/exhibits shall be directed through the question and answer section of the County's eProcurement Portal.

B. If it becomes necessary for the County to revise or clarify any part of this Solicitation it will be updated on the County's eProcurement Portal by one of the following methods: the posting of answers to questions received; the revision of Solicitation language/documentation. It is each Respondent's responsibility to check the County's eProcurement Portal for any posted answers,

and/or Solicitation changes. Each Respondent shall ensure that they have reviewed all questions & answers and/or changes to this Solicitation and any attachments/exhibits before submitting their Response. By submitting a Response, Respondents acknowledge that they have reviewed all posted answers, and/or Solicitation changes prior to the posted closing date and time.

C. Each answer issued by the County shall become a material part of this Solicitation. Answers posted by the County, and/or changes made to the Solicitation are authoritative and shall be considered an addendum to the Solicitation.

D. All information in this Solicitation, including information provided through the Question & Answer feature are incorporated into the Solicitation or any Contract resulting from this Solicitation.

E. Questions and exceptions shall be submitted before 11:59 pm on Wednesday, November 25, 2026. 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. Oral representations will not be binding on the County.

4.8. Incurred Expenses

The County has no obligation to make an award as a result of this Solicitation, nor shall the County be responsible for any cost or expense which may be incurred by any Respondent in preparing and submitting a Response, or any cost or expense incurred by any Respondent prior to the execution of a Purchase Order or Contract/Agreement.

4.9. Disadvantaged Businesses

In accordance with County of Volusia Code of Ordinances Sec. 2-269, the county shall follow all federal and state requirements regarding Disadvantaged Business Enterprises (DBE) for the award of contracts per stated grant provisions as required. The county continues to encourage DBE through outreach and self-certification.

4.10. Consideration of Responses

A. For the purpose of award, after the Responses are unsealed and read, the correct summation of the lump sum prices and/or of the products of the estimated quantities shown in the Response and the unit prices will be considered the Response. The amounts will then be compared and the results of such comparison made available to the public. Until the final award of the Contract, the right will be reserved to reject any and all responses and to waive technical errors and irregularities as may be deemed best for the interest of the County.

B. Responses which contain modifications, incomplete, unbalanced, conditional, obscure, or which contain additions not requested, or irregularities of any kind, or which do not comply in every respect with the instructions to Respondents and the Contract documents may be rejected at the option of the County. The County does not bind itself to accept the minimum Response stated herein, but reserves the right to accept any Response, the County deems to be the lowest

responsive and responsible Respondent, and which in the judgment of the County will best serve the needs and interests of the County.

4.11. Withdrawal of Response

A Response may be withdrawn i) prior to the Solicitation opening via the County's eProcurement Portal or ii) after one hundred twenty (120) days from Solicitation opening. In the second instance ('ii'), this only applies to Respondents notified by the County in letter form that their Response will not be accepted.

4.12. FOB Destination

The FOB point for this Agreement and for all purchases made under it shall be the destination specified by the requesting division, in Volusia County, Florida. Delivery will not be complete until the requesting division has accepted each item. Delivery to a common carrier shall not constitute delivery to Volusia County. All disputes shall be between the Consultant and the carrier.

4.13. Payment Terms

Unless otherwise stated in the Special Terms and Conditions section, the County will remit full payment on all undisputed invoices for goods and services other than Construction Services within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of Agreement) of the correct invoice(s) or receipt of all products or services ordered in accordance with F.S.S. 218.74. For Construction Services the County will remit full payment on all undisputed invoices within twenty (20) to twenty-five (25) days in accordance with F.S.S. 218.735.

4.14. Unusual Costs

The Consultant may petition the County at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year. If the Consultant petitions for such an increase, the Consultant shall also petition for a rate reduction on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year; failure to make such petition may be grounds for Agreement termination.

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

4.15. Additional Terms & Conditions

The County of Volusia reserves the right to reject offers containing terms or conditions contradictory to those requested in this Solicitation.

4.16. Taxes

County is exempt from Manufacturers' Federal Excise Tax (Exemption# 49-6000-885) and Florida sales tax (Exemption# 85- 8012622393C-9). Certificates are available at www.volusia.org/purchasing. After accessing the foregoing website, select, "Doing Business with Volusia County" and "Consumer Certificate of Exemption" from the available menu screens to see a copy of the certificates.

4.17. Meets/Minimum Specifications

The specifications listed in the Scope of Work are the minimum required performance specifications for this Solicitation; they are not intended to limit competition nor specify any particular Respondent, but to ensure that the County receives quality services. The Respondent represents that all offers to this Solicitation shall meet or exceed the minimum requirements specified.

4.18. Silence of Specifications

The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.

4.19. Change in Scope of Work/Service

A. The County may order changes in the Work/Service consisting of additions, deletions, or other revisions within the general scope of the Agreement. No claims may be made by the Consultant that the scope of the project or of the Consultant's services has been changed, requiring changes to the amount of compensation to the Consultant or other adjustments to the Agreement, unless such changes or adjustments have been made by written amendment or modification order to the Agreement signed by the appropriate County signatories and the Consultant.

B. If the Consultant believes that any particular Work/Service is not within the scope of Work/Service of the Agreement, is a material change, or will otherwise require more compensation to the Consultant, the Consultant must immediately notify the County Project Manager in writing of this belief. The Consultant and County shall negotiate modifications to the Agreement in good faith and agree upon equitable adjustment for any changes in Services or other obligations required of the Consultant due to such modifications. The Consultant must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.

C. The County reserves the right to negotiate with the awarded Consultant(s) without completing the competitive bidding process for materials, products, and/or Services similar in nature to those specified within this solicitation for which requirements were not known when the Solicitation was released.

4.20. Governing Laws/Venue

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida without giving effect to the choice of law principles thereof. Jurisdiction over and venue for any controversies or legal issues arising out of this Agreement shall, if in state court, be exclusively in the 7th Judicial Circuit in and for Volusia County, Florida, or, if in federal court, in the Middle District of Florida, Orlando Division. By entering into this Agreement, Consultant and County hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement, and, unless otherwise expressly provided herein, each agrees to bear its own costs and attorneys' fees relating to any dispute arising under this Agreement.

4.21. Assignment

Consultant may not assign or otherwise convey Consultant's rights and/or obligations under this Agreement 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, requiring the Consultant or his/her proposed successor in interest to post a performance bond. Any consent by the County under this Section shall be by written agreement in a form and substance specified by the County in its sole discretion; the County Manager may execute such agreement on behalf of the County. If Consultant desires to assign or otherwise convey its rights and/or obligations under this Agreement, Consultant shall 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); however, payment of such fee shall not entitle the Consultant to the County's acceptance or approval of its request for assignment.

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 a written and duly executed amendment to the Agreement.

4.22. Content of Solicitation/Response

The contents of this Solicitation, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto may be incorporated into an Agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or Service requested in this Solicitation shall supersede the requirements as specified in the *General Terms and Conditions* and/or *Special Terms and Conditions* section(s) of this Solicitation.

4.23. Contract/Agreement

The contents of this Solicitation and all provisions of the successful proposal deemed pertinent by the County may be, at the sole discretion of the County, incorporated into an Agreement and become legally binding on the selected Respondent. The content of the Agreement may contain changes as a result of the Solicitation process and the content of the submittal received. The Contract shall, at minimum, include the substantive terms and conditions as outlined in the Solicitation and be subject to review by the County attorney or designee prior to approval and execution for determination of legal form and substantive sufficiency, and may contain those additional terms and conditions that the County deems in its best interest.

A. The Director of Purchasing and Contracts, County Manager, and County Chair are the sole Contracting Officers for the County of Volusia, Florida, and only they or their designees are authorized to make changes to any contract.

B. The County shall be responsible for only those orders placed by the County on an authorized signed Purchase Order or Master Agreement. The County shall not be responsible for any order, change substitution or any other discrepancy from the Purchase Order or Master Agreement. If there is any question about the authenticity of a Purchase Order, Master Agreement, or modification order, the Respondent should promptly contact the Purchasing Office at 386-736-5935.

4.24. Disclosure of Response Content

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

4.25. Limitation of Liability/Indemnification (CCNA)

The Consultant shall indemnify and hold harmless the County including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status and the State of Florida, including its officers and employees, from and against all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Consultant or its Subconsultants, agents, employees, or any persons employed or utilized by the Consultant in the performance of the Consultant's obligations or services under this Agreement. Such obligations or services shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exhaust as to a party or person described in this Agreement.

In all claims against the 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, contractors, or subcontractors.

Indemnification for Grant Funded Projects. For any agreements that are funded or may in future be funded by Federal Emergency Management Agency (FEMA) Public Assistance grants or other Federal or State grants or program, the following shall apply: Consultant shall indemnify and hold harmless the Florida Department of Emergency Management, its employees and/or their contractors (FDEM) and the government of the United States, its employees and/or their contractors (US), from and against all claims, damages, losses, and expenses, including, but not limited to, attorneys' fees arising out of, resulting from, or incident to Consultant's performance of its obligations in whole or part of this Agreement, unless such injury or damage is occasioned solely by the fault, negligence, or willful misconduct of the FDEM, or US.

In all claims against FDEM or US, 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, contractors, or Subconsultants.

If this Agreement is a construction or professional services contract governed by the restrictions on indemnification as set forth in §725.06 or §725.08, Florida Statutes, then any and all indemnification provisions contained within this solicitation and resulting Agreement where the Consultant has agreed to indemnify, defend, or hold harmless the County shall, regardless of any language or provisions contained in this solicitation or the Agreement to the contrary, be interpreted as and limited to requiring the Consultant to indemnify and hold harmless the County, including its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Consultant and persons employed or utilized by the Consultant in the performance of the contract. If this solicitation or the resulting Agreement is required by applicable law to contain a monetary limitation on the extent of indemnification, then the County and Consultant agree to limit such indemnification to $1 million per occurrence, $2 million aggregate, it being agreed upon by and between the County and Consultant that such amounts bear a reasonable commercial relationship to this Contract and are hereby made a part of the project specifications or bid documents.

4.26. Payment of Subcontractors or Subconsultants

Consultant shall save and hold the County harmless from any and all claims or actions by their Consultant(s) for payment of monies such Consultant claims to be owed by Consultant for Work performed under a Contract. Nothing in a Contract shall create any obligation on the part of the County to pay directly to any Subconsultants any monies due for Work performed under a Contract.

4.27. Infringement Claim

For all licensed software or derivative works of the licensed software used by County under the resulting Agreement, Consultant agrees to protect, defend, indemnify, and hold harmless County, its agents, elected officials and employees of County from and against any and all claims, demands, actions, and causes or action which may arise asserting that all or any part of Consultant's licensed software or applications that are owned and licensed by Consultant to County for use thereof by County, infringes or misappropriates any third party's valid state patent, copyright, trademark, or any trade secret protected under United States law. In the event of an infringement claim, Consultant shall have the option: (i) to procure for County the right to continue using any product or Service found to be infringing; (ii) to replace any such infringing product or Service with a non-infringing product or Service; or (iii) to modify such infringing product or Service to make it non-infringing. Consultant shall have no obligation under this section if the infringement claim is based upon the use of the system in combination with other hardware or software applications not furnished by Consultant, or if such a claim arises from County's modification of the system without the authorization of Consultant.

4.28. Sovereign Immunity

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 Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been 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 Agreement 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.

4.29. Compliance with Federal E-Verify Regulations

Consultant covenants and agrees to the following provisions, as required by law:

A. 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.

B. 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 Subconsultant) on or after the effective date of this Agreement and thereafter during the remaining term of the Agreement.

C. 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. 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 Consultant knowingly violated the requirements set forth in this section 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 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.

D. If the County has a good faith belief Consultant has knowingly violated, or if Consultant is found to have violated, this Section; 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, Consultant shall be ineligible for award of a public contract for at least one (1) year after the date on which the Agreement was terminated.

4.30. Public Entity Crimes

Pursuant to paragraph 287.133(2)(a), Florida Statutes, 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 thirty-six (36) months following the date of being placed on the convicted vendor list.

By entering into this Agreement, the Consultant represents and warrants that it is not on the convicted vendor list and not under investigation for violation of any state or federal law relating to public entity crimes. The Consultant further represents and warrants that its Subconsultant and implementer, if any, are not on the convicted vendor list and not under investigation for violation of any state or federal law relating to public entity crimes.

4.31. Use of 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 Respondent to use or display County's Intellectual Property on Respondent's submittal documents or proposal (including any exhibits attached thereto) submitted to County by or on behalf of Respondent in response to this solicitation. The County has the right to redact the County Logo displayed on any Response.

4.32. Safety Warranty

Any awarded Consultant including dealers, distributors, and/or manufacturers shall be responsible for having complied with all federal, state, and local standards, regulations, and laws concerning the product or service specified, and the use thereof, applicable and effective on the date of manufacture or use or date in service including safety and environmental standards as apply to both private industry and governmental agencies.

4.33. Safety

The Consultant shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed by the Consultant in performing the Work. The Consultant shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations, and standards. The Consultant shall indemnify and hold harmless the County from and against all liabilities, suits, damages, costs, and expenses (including attorneys' fees and court costs) which may be imposed on the County because of the Consultant, Subconsultant, or supplier's failure to comply with the regulations.

4.34. Warranty

The Respondent agrees that, unless otherwise specified, the product and/or Service furnished as a result of this Solicitation and award thereto shall be covered by the most favorable commercial warranty the Respondent gives to any customer for comparable quantities of such products and/or Services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the County of Volusia by any other provision of the Solicitation/offer.

4.35. Award of RSQ

The County reserves the right to award the Contract to the Respondent(s) that the County deems to offer the best overall qualifications as detailed 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. 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.

4.36. County Facilities

County facilities are administrative facilities that provide services to the Volusia County public and any agencies that it serves. As such, activities in all buildings are critical to the provisioning of services to the public and shall not be interrupted by the Consultant's Work activities.

4.37. Licenses, Certificates, and Permits

A. The County reserves the right to require proof that the Respondent is an established business and is abiding by the ordinances, regulations, and laws of their community and the State of Florida, such as but not limited to: business tax receipts, business licenses, Florida sales tax registration, Federal Employers Identification Number, Registration with the Florida Department of State, Division of Corporations Sunbiz at www.sunbiz.org, AND;

B. The Respondent shall be required, upon notification of recommendation of award, to register with the Florida Department of State Division of Corporations at www.sunbiz.org in order to provide services under the resulting Agreement.

C. If a license is required, the Respondent shall be licensed to perform the required Work in accordance with the laws of the State of Florida and local ordinances. Respondent shall also verify that his/her Subconsultants are licensed to perform the Work in accordance with the laws of the State of Florida and local ordinances.

D. If applicable, the Respondent shall have a current professional registration certificate from the appropriate governing board. The Respondent must be properly registered at the time of its submittal to practice their profession in the State of Florida.

E. At time of Response, Respondent shall hold the required licensure to be the prime Consultant for all Work to be performed under the resulting Agreement. If Respondent proposes to use a

Consultant to perform any Work under the resulting Agreement such Subconsultant shall hold the required licensure for all Work to be performed under the resulting Agreement. All licenses and permits required to perform Work under the resulting Agreement whether such license or permit is required by the federal government, State of Florida, Volusia County, or any municipality, shall be at Respondent's sole cost and expense, and shall not be a cost of the County. All required licenses and permits shall be maintained in full force and effect during the term of the resulting Agreement.

4.38. Records & Right to Audit

County shall have the right to audit the books, records, and accounts of Consultant and its Subconsultant that are related to the resulting Contract. Consultant and its Subconsultants shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the resulting Contract. Consultant shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for a retention period of five (5) years after completion or termination of the Contract, and any renewals, as required by Item 65, General Records Schedule GS1-SL for State and Local Government Agencies, effective February 19, 2015 and the Florida Public Records Act (Chapter 119, Florida Statutes). Consultant shall, by written Contract, require its Subconsultants to agree to the requirements and obligations of this Section. Audits will be subject to applicable privacy and confidentiality laws and regulations and Consultant's privacy and confidentiality policies and procedures.

4.39. Claim Notice

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

Name: County of Volusia, Florida
Human Resources/Risk Management Division
Address: 125 W. New York Avenue, Suite 141
DeLand, Florida 32720
Telephone: 386-736-5963
Fax: 386-822-5006

4.40. Waiver of Claims

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

4.41. Compliance with Laws and Regulations

The Consultant 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. Consultant shall observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees for all Work or Services performed under the Agreement. The Consultant 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 Consultant, its representatives, Subconsultants, 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 vendors social, political or ideological interests when determining if the vendor is a responsible vendor: and
- The County may not give preference to a vendor based on the vendors social, political or ideological interests.

4.42. For Internet/Web Services

For the purposes of this paragraph, any Services or products offered to public via the internet or online must comply with WCAG 2.1 AA in order to be deemed ADA compliant. The County will provide Consultant with prompt written notice with respect to any ADA deficiencies of which the County is aware and Consultant will promptly correct such deficiencies. If the County, the Department of Justice or other governmental entity tasked with the enforcement of the ADA ("Enforcement Agency") notes any deficiency in the facilities, practices, services, or operations of the Consultant furnished or provided in connection with this Agreement, Consultant shall, at no additional charge or cost to the County, immediately cure any such deficiencies without delay to the satisfaction of such Enforcement Agency. Consultant further agrees that it shall, to the extent permitted by law, indemnify, defend, and hold harmless the County against any and all claims, sanctions, or penalties assessed against the County, which claims, sanctions, or penalties arise or otherwise result from Consultant's failure to comply with the ADA or WCAG 2.1 AA, for online or internet Services or products.

4.43. Scrutinized Companies-FL Statute Section 287.135 and 215.473

Consultantmust certify that the company is not participating in a boycott of Israel. For Contracts for goods or services of one million dollars or more, Consultant must also certify that Consultant 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. Consultant must submit certification. Submitting a false

certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Consultant of the County's determination concerning the false certification. The Consultant 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 Consultant 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 Consultant 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.

4.44. Human Trafficking Attestation Pursuant to Section 787.06, Florida Statutes

A duly authorized officer or representative of the Respondent (non-governmental entity) shall complete the included Volusia Human Trafficking Attestation Form in compliance with Section 787.06(14), Florida Statutes.

4.45. Drug-Free and Smoke-Free Workplace

The County of Volusia is a drug-free and smoke-free workplace. Contractor agrees that its personnel and the personnel of each of its Subcontractors shall adhere to the County's policies on drug-free and smoke-free workplace during the term of this Contract while at a County job location.

4.46. Modifications Due to Public Welfare or Change in Law

The County shall have the power to make changes in the Agreement as the result of changes in law and/or ordinances of Volusia County to impose new rules and regulations on the Consultant under the Agreement relative to the scope and methods of providing services as shall, from time to time, be necessary and desirable for the public welfare. The County shall give the Consultant notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Consultant. In the event any future change in federal, state or county law or the ordinances of Volusia County materially alters the obligations of the Consultant, or the benefits to the County, then the Agreement shall be amended consistent therewith. Should these amendments materially alter the obligations of the Consultant, then the Consultant or the County shall be entitled to an adjustment in the rates and charges established under the Agreement. Nothing contained in the Agreement shall require any party to perform any act or function contrary to law. The County and Consultant agree to enter into good faith negotiations regarding modifications to the Agreement, which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to the Agreement, the County and the Consultant shall negotiate in good faith, a reasonable and appropriate adjustment for any changes in services or other obligations required of the Consultant directly and demonstrably due to any modification in the Agreement under this clause.

4.47. Right to Require Performance

A. The failure of the County or Consultant at any time to require performance by the other of any provision hereof shall in no way affect the right of the County or Consultant thereafter to enforce

same, nor shall waiver by the County of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

B. In the event of failure of the Consultant to deliver services in accordance with the Agreement terms and conditions, the County, after due written notice, may procure the services from other sources and hold the Consultant responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.

4.48. Force Majeure

Neither party shall be liable for any failure or delay in the performance of its obligations under the Agreement to the extent such failure or delay necessarily results from the occurrence of a Force Majeure Event beyond the control or reasonable anticipation of either party, including, but not limited to, compliance with any unanticipated government law or regulation not otherwise in effect at the time of execution of this Agreement, acts of God, acts of domestic or international terrorism, any virus, bacterium, or other microorganism capable of inducing physical distress, illness, or disease, whether due to a pandemic or otherwise, unforeseeable governmental acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems, and/or any other unforeseeable cause whatsoever beyond the reasonable control of the parties (and such cause being referred to as a "Force Majeure Event"). Accordingly, the parties further agree that:

A. Upon the occurrence of Force Majeure Event, the non-performing party shall be excused from any further performance of those obligations under this Agreement that are affected by the Force Majeure Event for as long as (a) the Force Majeure Event continues; and (b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

B. Upon the occurrence of a Force Majeure Event, the non-performing party shall notify the other party of the occurrence of such event and describe in reasonable detail the effect(s) of such event upon the party's performance of its obligations and duties pursuant to this Agreement. Such notice shall be delivered or otherwise communicated to the other party within three (3) business days following the failure or delay caused by the Force Majeure Event, or as soon as possible after such failure or delay if the Force Majeure Event precludes the non-performing party from providing notice within such time period.

C. In the event of a Force Majeure Event, the time for performance by the parties under the applicable Scope of Work shall be extended for a period of time equal to the time lost by reason of such cause through execution of a Modification order pursuant to the terms of the Agreement.

4.49. Contractor's or Consultant's Personnel

During the performance of the Agreement, the Consultant agrees to the following:

A. The Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin, except when such condition is a bona

fide occupational qualification reasonably necessary for the normal operations of the Consultant. The Consultant agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

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

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

D. The Consultant certifies that it does not and will not during the performance of the Agreement employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended. If the Consultant knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Contract. The Consultant shall be responsible for including this provision in all contracts with Subconsultants related to this Contract.;

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

F. The Consultant shall include the provisions of the foregoing paragraphs A, B, C, D, and E, above, in every subcontract or purchase order so that the provisions will be binding upon each Subconsultant;

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

H. Any information concerning the County, its products, services, personnel, policies, or any other aspect of its business learned by the Consultant or personnel furnished by the Consultant in the course of providing services pursuant to the Agreement and exempt from disclosure pursuant to Section 119.01, F.S., shall be held in confidence and shall not be disclosed by the Consultant or any employee or agents of the Consultant or personnel furnished by the Consultant, without the prior written consent of the County.

4.50. County/Contractor/Consultant Relationship

A. Any awarded Consultant shall provide the services required herein strictly under a contractual relationship with the County and is not, nor shall be, construed to be an agent or employee of the County. As an independent Consultant the awarded Consultant shall pay any and all applicable taxes required by law; shall comply with all pertinent federal, state, and local statutes including, but not limited to, the Fair Labor Standards Act, The Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The Consultant shall be responsible for all income tax, FICA, and any other withholdings from its employees' or Subconsultant's wages or salaries. Benefits for same shall be the responsibility of the Consultant including, but not limited

to, health and life insurance, mandatory Social Security, retirement, liability/risk coverage, and workers' and unemployment compensation.

B. The Consultant shall hire, compensate, supervise, and terminate members of its work force; shall direct and control the manner in which Work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform.

C. The Consultant shall not be provided special space, facilities, or equipment by the County to perform any of the duties required by the Agreement, nor shall the County pay for any business, travel, or training expenses or any other Agreement performance expenses not explicitly set forth in the specifications.

D. The Consultant, except as expressly set forth herein, shall not be exclusively bound to the County and may provide professional services to other private and public entities as long as it is not in direct conflict and does not provide a conflict of interest with the services to be performed for the County.

4.51. Disqualification of Respondents

A. One (1) Response: Only one (1) Response from an individual firm, partnership or corporation under the same or under a different name will be considered. If a Respondent submitted more than one (1) Response for the Work involved, all Responses submitted from such Respondent will be rejected.

B. Collusion among Respondents: If it is believed that collusion exists among the Respondents, the Responses of all participants in such collusion shall be rejected and no participants in such collusion will be considered in future proposals for the same Work.

4.52. Debarment: Purpose and Intent

The County endeavors to solicit offers from, award contracts to, and consent to subcontracts with responsible vendors, consultants, and contractors only. To further this policy, the County asserts its authority to debar certain vendors, consultants, and contractors from participating in solicitations pursuant to the policies and procedures herein. The serious nature of debarment requires that this sanction be imposed only when it is in the public interest for the County's protection and not for purposes of punishment. Debarment is intended as a remedy in addition to, and not in substitution of, the evaluation of the responsibility of County vendors, consultants, and contractors, and this policy and the procedures provided for herein shall not supplant or supersede County's authority to reject or otherwise terminate vendors, consultants, or contractors based on findings of non-responsibility on a case-by-case basis. Further information regarding the County's policies and procedures in regards to debarment may be found at: https://www.volusia.org/core/fileparse.php/5896/urlt/Debarment-Policy-final-3-27-17.pdf

4.53. For purposes of this CCNA Solicitation and evaluation of responses hereto the following shall apply:

Written matter shall prevail over typed matter; numbers spelled in word form shall prevail over Arabic numerals ("one" over "1"). When not inconsistent with context words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

4.54. Dispute Resolution

A. Good Faith Efforts to Resolve. The parties to this Agreement shall exercise their best efforts to negotiate and settle promptly any dispute that may arise with respect to this Agreement in accordance with the provisions set forth in this Section. The Consultant and County Project Manager shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in performance of this Agreement and any applicable Scope of Work or Services. Issues shall be escalated to successive management levels as needed.

B. Informal Dispute Resolution. If a dispute develops between the parties concerning any provision of this Agreement, or the interpretation thereof, or any conduct by the other party under this Agreement, and the parties are unable to resolve such dispute within five (5) business days or longer, that party, known as the invoking party, through its applicable project manager, shall promptly bring the disputed matter to the attention of the non-invoking party's project manager or designated representative, as the case may be, of the other party in writing ("Dispute Notice") in order to resolve such dispute.

C. Discovery and Negotiation / Recommended Procedures. Upon issuance of a dispute notice, the project managers or designated representative shall furnish to each other all non-privileged information with respect to the dispute believed by them to be appropriate and germane. The project managers shall negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. If such dispute is not resolved by the project managers or designated representative within five (5) County work days of issuance of the dispute notice, or such other time as may be mutually allowed by the project managers as being necessary given the scope and complexity of the dispute, the project managers may, depending upon the nature, scope, and severity of the dispute, escalate the dispute as indicated in Figure 1 below.

D. Formal Dispute Resolution. At any point after issuance of a dispute notice under this section, either party may request and initiate formal non-binding mediation before a single mediator, which mediation shall be completed within thirty (30) days of initiation or such longer time as may be agreed upon by both parties as being necessary for the mutual selection of a mediator and scheduling of such mediation. Any such mediation shall be convened and conducted in accordance with the rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700 et seq. of the Florida Rules of Civil Procedure, and Chapter

44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize any pending termination remedies and commence litigation in a court of competent jurisdiction. Each party shall bear its own costs and attorneys' fees for mediation or arbitration of an issue arising under this Agreement.

E. Right to Terminate Reserved. Regardless of the dispute resolution procedures provided for in this Section, Dispute Resolution, nothing herein shall affect, delay, or otherwise preclude a party from terminating this Agreement in accordance with the provisions of Special Terms and Conditions, Termination, it being understood that these dispute resolution procedures are intended as a means of resolving disputes both during the term of this Agreement and after termination or expiration thereof.

Figure 1:

County Work Days	Consultant's Representative	County Representative
10	Consultant's Project Manager	County's Project Manager
10	Consultant's Sr. Vice President of Sales	Director of Purchasing and Contracts
20	Consultant's COO or President	Deputy County Manager

4.55. Authorized Signatory

Respondent acknowledges that the name and title of the signatory (the "Authorized Signatory"), as completed, is authorized to execute contracts/agreements with the County of Volusia, and that submitting a Response via the County's eProcurement Portal shall be the act of and attributable to the Authorized Signatory to bind the company. By submitting this Response electronically, the Authorized Signatory does thereby adopt the electronic or conformed submittal as authorized firm commitment and for use as an official record by the County of Volusia.

4.56. Acknowledgement of Solicitation Tabulation

All responses accepted by the County of Volusia are subject to the County's terms and conditions. Any and all additional terms and conditions submitted by Respondent(s) are rejected and shall have no force and effect. Responses from the Respondent(s) listed on the tabulation are the only Responses received timely as of the closing date and time. All other Responses submitted in response to the solicitation, if any, are rejected as late.

5. Insurance Requirements

5.1. Required Types of Insurance

The Consultant shall purchase and maintain at its own expense, during the term of the Agreement, the types and amounts of insurance with limits no less than those shown in the Required Types and Limits of Insurance Chart associated with this Solicitation, in the form and from companies satisfactory to the County. The Required Types and Limits of Insurance Chart is a listing and general summary of insurance

policies required and is not intended to be comprehensive as to the requirements of each specific policy. Consultants shall review the additional requirements in this section and ensure that the insurance policies comply with the specific terms and conditions therein.

For the purposes of indemnification of the County or an endorsement or insurance coverage under this Agreement/Contract under which the County is a "named insured", "additional named insured", or "additional insured", the term "County" includes the County of Volusia (a body corporate and politic and a subdivision of the State of Florida), including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status.

The policy limits for all required policies in the Required Types and Limits of Insurance Chart shall apply separately from one another and shall not be shared with any other coverage line or reduce the aggregate limit of any other insurance coverage form required.

Regardless of anything submitted as proof of insurance, Consultant shall comply with all requirements as stated in the Solicitation and/or Contract Documents.

5.2. Claims Made Basis Insurance Policies

All insurance policies written on a Claims Made Form shall maintain a retroactive date prior to or equal to the effective date of the Agreement. The Consultant shall purchase a Supplemental Extended Reporting Period ("SERP") with a minimum reporting period of not less than three (3) years in the event the policy is canceled, not renewed, switched to occurrence form, or any other event which requires the purchase of a SERP to cover a gap in insurance for claims which may arise under or related to the Agreement. The Consultant's purchase of the SERP shall not relieve the Consultant of the obligation to provide replacement coverage. In addition, the Consultant shall require the carrier immediately inform the Consultant, the County Risk Manager, and the Purchasing and Contracts Division of any contractual obligations that may alter its professional liability coverage under the Agreement.

5.3. Risk Retention Groups and Pools

Consultant shall not obtain an insurance policy required under this Agreement from a Risk Retention Group or Pool.

5.4. Minimum Required Policies and Limits

Minimum underlying policies, coverages, and limits shall include all policies listed in the Required Types and Limits of Insurance Chart.

5.5. Additional Insured, Policies, Coverages, Limits, Primary and Non-Contributory Basis

Under all insurance policies where the County is required to be an additional insured, the coverage and limits provided to the County under Consultant's insurance policies shall be that listed in the Required Types and Limits of Insurance Chart or the Consultant's actual limits, whichever is higher. All coverage provided to the County as an additional insured by said policies shall be primary and shall not be additional to or contributing with any other insurance or self-insurance maintained by the County or any other

insurance contractually available for the benefit of the County. Consultants performing construction projects shall utilize ISO Forms CG 20 38 and CG 20 37, or their equivalents to provide additional insured status to the County and any party to whom the County is contractually bound to provide additional insured status under a commercial general liability policy.

5.6. Disposal of Materials

If the services provided require the disposal of any hazardous or non-hazardous materials off the job site, the disposal site operator must furnish a certificate of insurance for Pollution Legal Liability with coverage for bodily injury and property damage for losses that arise from the facility that is accepting the waste under the Agreement.

5.7. Workers' Compensation

Workers' Compensation insurance is required for all employees of the Consultant, employed or hired to perform or provide work or services under the Agreement or that is in any way connected with work or services performed under the Agreement, without exclusion for any class of employee, and shall comply fully with the Florida Workers' Compensation Law (Chapter 440, Florida Statutes, Workers' Compensation Insurance) and include Employers' Liability Insurance with limits no less than the statutory amount. Policy shall be endorsed with NCCI form WC 00 03 13 providing a waiver of subrogation in favor of the County. If Consultant is using a "leased employee" or an employee obtained through a professional employer organization ("PEO"), Consultant is required to have such employees covered by worker's compensation insurance in accordance with Florida Worker's Compensation law. The PEO shall endorse its workers compensation policy with NCCI form WC 00 03 13 providing a waiver of subrogation in favor of the County, its employees and insurers.

(1) Consultant and its Subconsultants, or any associated or subsidiary company doing work on County property or under the Agreement must be named in the Workers' Compensation coverage or provide proof of their own Workers' Compensation coverage, without exclusion of any class of employee, and with a minimum of the statutory limits per occurrence for Employer's liability coverage. Further, if the Consultant's Subconsultants fail to obtain Workers' Compensation insurance and a claim is made against the County by the uncovered employee of said Subconsultant of the Consultant, the Consultant shall indemnify, defend, and hold harmless the County from all claims for all costs including attorney's fees and costs arising under said employee(s) Workers' Compensation insurance claim(s).

5.8. Commercial General Liability Insurance.

The Consultant shall obtain and maintain Commercial General Liability insurance, with limits of not less than the amounts shown in the Required Types and Limits of Insurance Chart. Consultant shall not obtain an insurance policy wherein the policy limits are reduced by defense and claim expenses. Such insurance shall be issued on an occurrence basis and include coverage for the Consultant's operations, independent contractors, and Subconsultants protecting itself, its employees, agents, Consultant or subsidiaries, and their employees or agents for claims for damages caused by bodily injury, property damage, or personal or advertising injury, and products liability/completed operations including what is commonly known as Coverages A and B. Such policies shall include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person or entity by the Consultant or by any of its Subconsultants arising from work or services performed under the Agreement. Policy shall include either

contractual insurance or a designated contract contractual liability coverage endorsement, indicating expressly the Consultant's Agreement to indemnify, defend and hold harmless the County as provided in the Agreement. The commercial general liability policy shall provide coverage to County when it is required to be named as an additional insured either by endorsement or pursuant to a blanket additional insured endorsement, for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of any endorsements excluding or limiting coverage for Bodily Injury, Property Damage, Products/Completed Operations, Independent Consultants, Property of County in Consultant's Care, Custody or Control or Property of County on which contracted operations are being performed, Explosion, Collapse or Underground hazards (XCU Coverage, Contractual Liability or Separation of Insureds.

For construction related projects, County shall be added as additional insured to Consultant's policy by both ISO Endorsements CG 20 38 (Premises & Operations) and CG 20 37 (Products & Completed Operations) or their equivalents. If County has agreed by separate contract to require Consultant to name another party as an additional insured, Consultant shall add said party as an additional insured to the commercial general liability policy by ISO Endorsement CG 20 38 and CG 20 37, or their equivalents.

For non-construction projects, Consultant shall add County as additional insured by both ISO Endorsements CG 20 10 (Premises & Operations) and CG 20 37 (Products & Completed Operations) or their equivalent. If County has agreed by separate contract to require Consultant to name another party as an additional insured, Consultant shall add said party as an additional insured to the commercial general liability policy by both ISO Endorsement CG 20 10 and CG 20 37 or their equivalents.

All commercial general liability policies shall be endorsed to provide a waiver of subrogation in favor of the County and any other party required by this Agreement to be named as an additional insured.

5.9. Professional Liability

The Consultant shall ensure that it secures and maintains, during the term of the Agreement, Professional Liability insurance with limits of no less than the amount shown in the Required Types and Limits of Insurance Chart. Such policy shall cover all the Consultant's or its Subconsultant's professional liabilities whether occasioned by the Consultant or its Subconsultants, or its agents or employees. For Consultants providing Architectural and Engineering related services, policy shall be broad enough to include errors and omissions specific to Consultant's professional liability for direct and contingent design errors and Architect's/Engineers professional liability with no exclusions for design-build work.

If the Consultant fails to secure and maintain the professional liability insurance coverage required herein, the Consultant shall be liable to the County and agrees to indemnify, defend, and hold harmless the County against all claims, actions, losses or damages that would have been covered by such insurance. The County shall be an additional insured under this policy when required in the Required Types and Limits of Insurance Chart.

5.10. Motor Vehicle Liability

The Consultant shall secure and maintain during the term of the Agreement a motor vehicle liability policy with a combined single limit of no less than the amounts shown in the Required Types and Limits of Insurance Chart for bodily injury and property damage arising from the ownership, maintenance, or use

of a motor vehicle. Policy shall be written with Coverage Symbol 1 (Any Auto), providing coverage for all autos operated regardless of ownership, or with Coverage Symbols 7, 8, & 9 (Scheduled, Hired, & Non-Owned vehicles). The County shall be an additional insured under this policy when required in the Required Types and Limits of Insurance Chart. If Motor Vehicle Liability is by endorsement to another policy required in the Required Types and Limits of Insurance Chart, then the limits for Motor Vehicle Liability shall be separate (they shall not be shared) and in addition to the underlying policy limits. If endorsed to another policy required in the Required Types and Limits of Insurance Chart, Motor Vehicle Policy Limits shall apply on a per occurrence basis and shall not have an aggregate limit.

5.11. Primary and Excess Coverage

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

5.12. General Insurance Requirements

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

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

C. **Waiver of Subrogation**. The Consultant hereby waives all rights against the County and its Subconsultants for damages by reason of any claim, demand, suit or settlement (including Workers' Compensation) for any claim for injuries or illness of anyone, or perils arising out of the Agreement. The Consultant shall require similar waivers from all its Subconsultants. Consultant's insurance policies shall include a waiver of subrogation in favor of the County. This provision applies to all policies of insurance required under the Agreement (including Workers' Compensation, and general liability).

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

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

F. **Deductibles and Self-Insured Retentions**.

1. Consultants that maintain and administer a self-insured retention or a large deductible formal program exceeding the insurance requirements listed in the Required Types and Limits of Insurance Chart to fund either program may submit an exception request in accordance with the Solicitation section detailing Revisions, Addenda, Questions & Answers to be considered for this Solicitation. The request must include a summary of the program's design and funding method to manage fund deductibles or self-insured retentions. If additional information is necessary, the County will request more specific information, which must be provided by the Consultant. The County Risk Manager will review the information submitted and determine whether the program is acceptable to the County.

2. Consultants with no formal risk management program in place to manage and fund deductibles or self-insured retentions may not be considered.

3. Subject to County approval, Consultant may obtain a letter of credit in the amount equivalent to the deductible, which shall remain in effect during the term of the Agreement at no additional cost to the County.

G. Consultant's obligations or services shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity or insurance defense of additional or named insureds which would otherwise exhaust or be unavailable as to a party or person described in this Contract.

5.13. Proof of Insurance.

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

B. The Consultant shall furnish proof of insurance acceptable to the County prior to or at the time of execution of the Agreement and the Consultant shall not commence work or provide any service until the Consultant has obtained all the insurance required under the Agreement and such insurance has been filed with and approved by the County. Upon request from the County, the Consultant shall furnish copies of all required policies and any changes, endorsements, or amendments thereto, immediately, to the County, the County Risk Manager, and Purchasing and Contracts Divisions, prior to and any time after the commencement of any contractual obligations. The Agreement may be terminated by the County, without penalty or expense to County, if at any time during the term of the Agreement proof of any insurance or copies of any insurance policies required hereunder are not provided to the County upon request.

C. All certificates of insurance shall clearly indicate that the Consultant has obtained insurance of the type, amount and classification required by this Section. No work or services by Consultant or its Subconsultants shall be commenced until County has approved these policies or certificates of insurance. Further, the Consultant agrees that the County shall make no payments pursuant to the terms of the Agreement until all required proof or evidence of insurance has been provided to the County. The Agreement may be terminated by the County,

without penalty or expense, if proof of any insurance required hereunder is not provided to the County.

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

E. The provisions of these sections, Required Types of Insurance; Insurance Requirements; and Proof of Insurance, shall survive the cancellation or termination of the Agreement.

5.14. Provide Proof of Insurance

Provide Proof of Insurance - evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. Upon award, final forms must contain the correct Solicitation and/or project number and Volusia County contact person.

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

6. Scope of Work

6.1. Corrections Security Upgrade - RPR Professional Engineering Services

The County of Volusia is seeking the services of a State of Florida Licensed Professional Electrical Engineer to provide Resident Project Representative (RPR) Services to oversee and administer the contract of the CSSI for improvements described in the Introduction of this solicitation.

The project will be funded in part by a state grant. The CSSI Contractor and RPR are subject to compliance with conditions of the grant. For a complete listing of requirements, refer to **Exhibit A** of this request for statement of qualifications.

1) The RPR shall oversee the CSSI Contractor from notice to proceed through final completion including, but not limited to RFI's, shop drawings, procurement, installation, configuration, implementation and construction activities.

2) The RPR oversees the engineer of record during all EOR's construction administration activities.

3) The RPR shall be provided with an office in the construction trailer; and shall be present on-site for all improvement activities.

4) The RPR shall continuously inspect improvements as they are being installed for compliance with EOR (Engineer of Record) construction documents, Florida Model Jail Standards, National Electric Code, ADA and Florida Building Code.

5) The RPR shall keep a weekly record of project budget and schedule; and is charged with keeping project on schedule and within established construction contract amount.

6) The RPR shall attend bi-weekly Owner/ CSSI Contractor/ EOR/ RPR meetings. The meetings are led by the CSSI Contractor. Agenda and minutes prepared by the CSSI Contractor. The RPR reviews both documents for completeness and accuracy; and adds to the agenda as needed. The RPR implements Owner action items and oversees all other action items contained in the meeting minutes.

7) The RPR shall prepare - daily logs of improvements activities.

8) The RPR shall prepare weekly and quarterly status reports; and six week look-aheads.

9) The RPR shall resolve conflicts between the CSSI Contractor and EOR.

10) The RPR shall oversee contractor's CPM (Critical Path Method) schedules and EOR's processing of shop drawings, RFI's (requests for information), EOR supplemental information, substitution requests, pay requests, contingency usage requests and change orders.

11) The RPR shall make field decisions with the EOR on behalf of the Owner (Volusia County).

12) The RPR shall process Owner direct purchases for tax savings.

13) The RPR shall coordinate software licensing agreements.

14) The RPR shall be the daily eyes and ears of the Owner ensuring implementation of the project adheres to the EOR plans and specifications. The RPR services are in addition to and do not replace the building official regarding jurisdictional agency approval.

15) The RPR shall report directly to the County Project Manager. The County PM leads following team of Owner stakeholders in decision making:

a) Volusia County Engineering & Construction Division

b) Volusia County Information Technology Division

c) Volusia County Facilities Management Division

d) Volusia County Division of Corrections

16) The RPR shall oversee the phased implementation activities. As part of that effort, the RPR will coordinate with the CSSI Contractor, the Owner's movement of detainees and personnel to alternate locations during implementation activities.

17) The RPR shall oversee CSSI Contractor testing of new systems, transition from existing to new systems and Contractor training of Owner staff.

18) The RPR shall process pay applications on behalf of the Owner.

19) The plans, specifications and implementation documents for the Correctional Facility and the Branch Jail are security sensitive and therefore, not for public access. The RPR shall maintain and transmit project documents via password protected file transfer protocol system as designated by Owner (Volusia County). Project documents of any kind shall NOT be emailed, posted to the internet or social

media. The RPR shall closely monitor the Contractor and Subcontractors in their secure handling of these sensitive documents.

20) A construction schedule shall be established by the CSSI Contractor. Procurement of a CSSI Contractor is in progress. The overall calendar project schedule for the two campuses combined will likely require an 18-24 month commitment of RPR services.

CERTIFICATION/ LICENSE REQUIREMENTS

The prime consultant shall be a State of Florida licensed electrical engineering firm. Staff member assigned to be the RPR (resident project representative) shall be experienced in the design and administration of detention security and control systems and have knowledge of vertical construction.

BACKGROUND SCREENING REQUIREMENTS

Background Screening upon Award: After notification of Contract award and prior to commencement of work, the Contractor shall conduct background screening for all of its employees and approved contractors or subcontractors who provide services to the County or have access to the County proprietary information, including, without limitation, criminal background checks. In addition, the Contractor shall train its employees and approved contractors and subcontractors who handle the County proprietary information on security standards and activities. Background Screening to Access County Facilities: A criminal history and background check is required prior to any Contractor's personnel entering a County facility. The County will conduct the criminal history and background check. The County reserves the right to deem any employee not acceptable. Upon award, a security clearance shall be required for all employees and contractors needing access to these facilities. The County will provide necessary forms,**Exhibit B**, to fill out and return. This information must be provided two (2) weeks prior to the start of service for background checks, which will be done at the expense of the County. This information must also be provided any time during the Contract for any new employees hired to perform the work

7. Evaluation Criteria

Each Proposal submittal shall be evaluated for conformance as responsive and responsible using the following criteria:

1. That all proposal documentation was submitted timely and in conformance with all requirements of the RSQ.

2. That the following elements of Respondent's proposal meet or exceed the requirements of this RSQ and cumulatively provide the service and benefits to the County deemed to be in the best interest of the public

3. Scoring (0-5) shall be assigned as follows. Each criteria element will have a weight assigned to calculate total points awarded.

- 0 - Did not submit

- 1 - Lowest score, did not meet any of the requirements
- 2 - Next lowest score, did not meet most of the requirements
- 3 - Average score, met most of the requirements but not all
- 4 - Above Average, met all requirements
- 5 - Exceeds Expectations, meets and exceeds the requirements.

No.	Evaluation Criteria	Scoring Method	Weight (Points)

1.	**Staff Expertise and Technical Expertise** • Organizational chart including the staff and sub-consultants proposed for this specific project. • 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. • Professional resume, license, and years' experience of the staff member assigned to be the RPR demonstrating experience in design and construction administration of detention security and access control systems and vertical construction renovations for correctional facilities • Number of years the team members (prime and sub consultants) have worked together.	0-5 Points	35 *(35% of Total)*

2.	**Similar Experience** Experience of the firm in providing similar services for similar projects; detention security and access control systems and vertical construction renovations for correctional facilities. Experience working as an RPR (resident project representative) or Construction Administrator In order to evaluate past performance, all proposer are required to submit three (3) references illustrating a minimum of five (5) years' relevant service that are the same or similar to the magnitude of this RSQ. Unless stated elsewhere in this solicitation, Volusia County shall not be listed as a reference. For company name and/or ownership changes, appropriate documentation shall be required;	0-5 Points	35 *(35% of Total)*
3.	**Project Approach** • Understanding of project scope, challenges and key milestones. • Overall project approach to support the needs and objectives of the project. • Familiarity of potential project-specific difficulties and the firm's proposed solutions or mitigation strategies. • Detailed plan for a safe project implementation and successful completion.	0-5 Points	30 *(30% of Total)*

8. Vendor Questionnaire

1. Acknowledgements

*1.1. Acknowledgment**

By checking yes, the Respondent acknowledges the following:

- Information provided in the response is true and correct and that the submission of a response is final.
- The Respondent agrees to all terms and conditions contained in this solicitation and related exhibits, including construction drawings, technical specifications, and permits, if applicable. (By checking yes, vendor agrees to the attached County of Volusia Purchase Order (PO) or Master Agreement (MA) Terms and Conditions, if included with this solicitation.)
- Respondent further agrees and acknowledges that no proprietary or confidential information has been submitted. By submitting this proposal or entering into this contract, Consultant/Respondent 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.
- Responses may be withdrawn by the Respondent prior to the closing/offer date. Following the closing date, Respondent understands that a response may not be withdrawn.

☐ Yes
☐ No

*Response required

*1.2. Scope of Services Acknowledgement**

By checking yes, vendor acknowledges the above and/or included Scope of Services and will furnish said product and/or services according to the specifications or scope of services detailed within this Solicitation if awarded.

☐ Yes
☐ No

*Response required

*1.3. Document Upload Format Acknowledgement**

By checking yes, the Respondent acknowledges that all uploaded documents are in one of the following formats:

- Microsoft Word
- Microsoft Excel

- Adobe PDF

Any other format is not compatible with OpenGov and may render your response unreadable.

☐ Yes
☐ No

*Response required

*1.4. By checking yes, the Respondent agrees to comply with the E-Verify requirements as described in this section.**

The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant on or after the effective date of this Agreement and thereafter during the remaining term of the Agreement, including Subconsultant. Any subcontract entered into by Consultant with any Subconsultant performing Work under this Contract shall include the following language: "The Subconsultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant on or after the effective date of this Agreement and thereafter during the remaining term of the Agreement." The Consultant covenants and agrees that if it is found in violation of this section or the Executive Order, such violation shall be a material breach of this Agreement and Consultant shall indemnify, defend and hold harmless the County from any fines or penalties levied by a government agency, including the loss or repayment of grant funds by the County.

☐ Yes
☐ No

*Response required

*1.5. Insurance Acknowledgement**

By checking yes, Respondent agrees to the insurance requirements as detailed in the Required Types and Limits of Insurance Chart and the Required Types of Insurance; Insurance Requirements; and Proof of Insurance sub-sections in "General Terms and Conditions".

☐ Yes
☐ No

*Response required

*1.6. Drug-Free Workplace**

By selecting "Yes", Respondent hereby acknowledges it has implemented the requirements of Florida statute 287.087 and is in compliance with the requirements of a drug-free workplace program.

☐ Yes
☐ No

*Response required

*1.7. Name and Title of Authorized Agent of the Respondent**

Respondent acknowledges that the name and title of the signatory (the "Authorized Signatory"), as completed below, is authorized to execute contracts/agreements with the County of Volusia, and any affixed electronic or conformed signature of the Authorized Signatory shall be the act of and attributable to the Authorized Signatory and the Respondent. By signing this Agreement electronically, the Authorized Signatory does thereby adopt the electronic or conformed signature as his or her own and designates a copy of same for use as an official record by the County of Volusia.

If the below-named individual is not an authorized agent of the firm, as listed with the Florida Division of Corporations (Sunbiz), a Memorandum of Authority shall be uploaded giving that individual authorization to commit the firm to a contract.

Please provide the Complete Name and Title which shall indicate acknowledgment.

*Response required

*1.8. Conflict of Interest**

The award of this Solicitation is subject to Chapter 112, Florida Statutes. All respondents must disclose with their response the name of any officer, director, or agent who is also an employee of the County of Volusia. Further, all respondents must disclose the name of any County of Volusia employee who owns, directly or indirectly, an interest of the Respondent's/Supplier's firm or any of its subsidiaries associated with this project. I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

Respondent shall select 'No' if a conflict of interest as defined in this question does NOT exist. Please select 'Yes' if a conflict of interest as defined in this question DOES exist and shall be further described in the explanation below.

☐ Yes
☐ No

*Response required

*1.9. Enter explanation of the conflict of interest indicated above.**

If the response to the above question is "Yes", enter an explanation of the conflict. If the response to the above question is "No", enter N/A.

*Response required

*1.10. Do you or any owner(s), principal(s), or officer(s) of your firm currently serve on any Volusia County board(s) or committee(s)?**

☐ Yes
☐ No

*Response required

1.11. If you indicated YES to Volusia County board/committee question above.

Please list the individual's full name(s) and the board(s) and/or committee(s) on which they serve.

*1.12. Revisions, Addenda, Questions & Answers**

All answers to questions of substance will be publicly published using the Question & Answer feature.

Participants are required to review all revisions and answers to questions published. Revisions within the Solicitation as well as responses posted through the 'Question & Answer' feature are authoritative and shall be considered an addendum to the Solicitation. All information in this Solicitation, including information provided through the 'Question & Answer' feature are incorporated into the Solicitation or any Contract resulting from this Solicitation.

By selecting YES below, participants are confirming that they have reviewed revisions and all answers to questions published and any addenda up until the bid closing date and have given consideration to all information in preparing the response to this solicitation. Selecting YES will serve as confirmation of acknowledgement.

☐ Yes
☐ No

*Response required

2. Public Entity Crime

*2.1. Public Entity Crime Acknowledgement**

Public Entity Crimes - Pursuant to Section 287.133(12)(a) of the Florida Statutes, 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 Submittal Package (Bid Response) on a contract to provide any goods or services to a public entity, may not submit a bond on a contract with a public entity for the construction or repair of a public building or public work, may not submit Submittal Package (Bid Response) 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 for Category Two ($25,000) for a period of 36 months from the date of being placed on the convicted vendor list. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

By selecting 'Yes', the Respondent represents and warrants that the submission of its response/proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005) or their successor. 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.

☐ Yes
☐ No

*Response required

3. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

*3.1. Acknowledgment Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

By selecting 'Yes' below, the Respondent certifies to the best of its knowledge and belief, that the firm and any subcontractor/supplier in accordance with a response to this solicitation:

- are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency
- have not within a three-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 receiving stolen property.
- 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 the previous paragraph of this certification.
- have not within a three (3) year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

☐ Yes
☐ No

*Response required

*3.2. Enter explanation of the 'No' response to the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.**

*Response required

4. Scrutinized Companies Certification

Per State of Florida Statute s. 287.135(5) Suppliers (companies) must acknowledge and agree to the 'Certification Regarding Prohibition Against Contracting with Scrutinized Companies' paragraph listed below. Respondents shall agree by marking the option below. Respondents neglecting to respond may be disqualified from consideration of award and deemed non-responsive.

I hereby certify that neither the responding 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 where the total contract value is one million dollars ($1,000,000) or more, I hereby certify that neither the responding 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 responding 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 ($1,000,000) 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.

*4.1. By selecting 'Yes', the respondent acknowledges and agrees to the 'Certification Regarding Prohibition Against Contracting with Scrutinized Companies.' **

☐ Yes
☐ No

*Response required

5. Forms/Documentation

*5.1. Submittal Form **

Please download the below documents, complete, and upload.

- Submittal_Form.pdf

*Response required

5.2. Memorandum of Authority

If the Authorized Signatory identified in the Section (Name and Title of Authorized Agent of the Respondent) above is not an authorized agent of the firm, as listed with the Florida Division of Corporations (Sunbiz), a memorandum of authority, signed by an authorized agent, shall be uploaded in this section giving that individual (Authorized Signatory) the authority to commit the firm to a contract.

*5.3. W-9**

Please attach current W-9 Form.

*Response required

*5.4. Proof of Insurance **

Please provide Proof of Insurance - evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. Upon award, final forms must contain the correct solicitation and/or project number and Volusia County contact person.

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

*Response required

5.5. Hold Harmless Agreement

Please download the below document, complete, and upload.

Only upload if applicable in accordance with Florida Law.

- Volusia_Hold_Harmless_Agree...

*5.6. Professional Certification/Licenses**

Respondent 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 Subconsultant 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.

*Response required

*5.7. Florida Department of State, Division of Corporations' Detail by Entity Name Report **

Florida Department of State, Division of Corporations' Detail by Entity Name Report

Provide a Florida Department of State, Division of Corporations' detail by entity name report for your firm, available at www.sunbiz.org. The Respondent shall be required, upon notification of recommendation of award, to register with the Florida Department of State Division of Corporations at www.sunbiz.org in order to provide services under the resulting Contract.

*Response required

*5.8. Prohibition Against Contingent Fees**

Respondent shall properly complete, notarize and upload 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.

- Prohibition_Against_Conting...

*Response required

*5.9. Human Trafficking Attestation Pursuant to Section 787.06, Florida Statutes**

A duly authorized officer or representative of the Respondent (non-governmental entity) shall complete the included Volusia Human Trafficking Attestation Form in compliance with Section 787.06(13), Florida Statutes, (2024).

Download the attached form, complete, and upload completed form.

- Volusia_Human_Trafficking_A...

*Response required

*5.10. Truth-in-Negotiation Certification**

Respondent shall download, properly complete, and upload the attached form.

- Truth_In_Negotiation_Certif...

*Response required

6. Additional Information

*6.1. Do you accept electronic funds transfer (EFT)? **

☐ Yes
☐ No

*Response required

*6.2. If YES to EFT question above, provide percentage: **

If you indicated YES to accepting Electronic Funds Transfer, what percentage discount will you offer when accepting payment via EFT?

*Response required

*6.3. Payment Terms **

Will you offer a discount for payment terms less than the County's NET45? If so, please provide the % and day requirement for the discount. (Example: 5% for payment within 30 days)

*Response required

*6.4. Please submit your total number of employees. **

*Response required

*6.5. Are you a sole proprietor? **

A sole proprietorship is a type of business where there is no legal distinction between the owner and the business entity. It is owned, managed, and controlled by a single owner.

☐ Yes
☐ No

*Response required

*6.6. References **

Please download the below documents, complete, and upload.

Please fill out the attached form completely. The County will only contact the references listed on this form. Additional project information may be provided on separate sheets, however, that information will not be used for the evaluation of any response.

The information provided in this section, must be current and the County must be able to contact references for verification as part of the evaluation process. It is the firm's responsibility to ensure E-mail addresses provided are current and accurate.

Unless specifically asked by the County, the County of Volusia shall not be listed as a reference. The respondent shall provide examples of similar projects which best illustrates the Consultant's qualification for the scope of services.

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 Solicitation.

- References_Form(492427)_(1)...

*Response required

7. Proposal Requirements

*7.1. Submittal Letter / Firm Profile**

Submittal Letter signed by an authorized agent of the firm.

A brief profile of the firm, including:

A. A brief history of the business;

B. Organizational structure of business;

C. Designation of the legal entity by which the business operates (i.e., sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, etc.) 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;

D. A Florida Department of State, Division of Corporations' Sunbiz report available at www.sunbiz.org; If firm is not currently registered to do business within the State of Florida (Sunbiz), proof of registration shall be submitted prior to award.

E. Ownership interests;

F. Active business venues - geographic location where you firm is currently conducting business (counties, states, etc.);

G. Present status and projected direction of business;

H. 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.

*Response required

*7.2. Staff Expertise and Technical Expertise **

Organizational chart including the staff and sub-consultants proposed for this specific project.

Licensed Electrical Engineer, other 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.

Professional resume, license, and years' experience of the staff member assigned to be the RPR demonstrating experience in design and construction administration of detention security and access control systems and vertical construction renovations for correctional facilities

Number of years the team members (prime and sub consultants) have worked together.

*Response required

*7.3. Project Approach **

Understanding of project scope, challenges and key milestones.

Overall project approach to support the needs and objectives of the project.

Familiarity of potential project-specific difficulties and the firm's proposed solutions or mitigation strategies.

Detailed plan for a safe project implementation and successful completion.

*Response required

*7.4. Similar Experience**

A

Experience of the firm in providing similar services for similar projects; detention security and access control systems and vertical construction renovations for correctional facilities.

Experience working as an RPR (resident project representative) or Construction Administrator

*Response required

9. Definitions

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

9.1. Bidder

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 Solicitation. Can be used interchangeably with Proposer and Respondent.

9.2. Certified Security System Integrator (CSSI)

A firm regularly engaged in the design, installation, programming, testing, and commissioning of electronic security and detention control systems , including access control, video surveillance, intrusion detection, and related integrated components, that holds current factory authorization or certification

from the manufacturer(s) of the specified security system products, employs technicians who hold current manufacturer and industry certifications for the systems being installed, and maintains all licenses required by the Authority Having Jurisdiction to perform security system work in the State where the Project is located. The Certified Security System Integrator shall be responsible for the complete and functional integration of all security system components and shall provide documentation of all required certifications to the Engineer prior to beginning the Work.

9.3. Confidential Information:

Confidential information shall constitute information which is exempt from disclosure pursuant to Chapter 119, Public Records Law, Florida Statutes (2018), Article I, Section 24 of the Florida Constitution ("Florida Public Records Law"), Chapter 812 of the Florida Statutes (2018), and any other Florida statute that may provide for an exemption or the confidentiality of certain information (hereinafter "Confidential Information").Confidential Information and/or trade secrets do not include the following: (i) Information already known to or independently developed by the recipient; (ii) Information in the public domain through no wrongful act of the recipient; (iii) Information received by the party in possession from a third party the recipient; or (iv) Information regularly disclosed by the owner of the information to third parties without restriction on disclosure.

9.4. Consultant:

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

9.5. 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.

9.6. Contract:

The document resulting from this solicitation between the County and the awarded Respondent, including this Solicitation, and the awarded Respondent's response along with any written addenda and other written documents, which are expressly incorporated by reference. The sum of all legal rights and obligations between the Contractor and the County as defined by the Contract Documents and applicable law. May be used interchangeably with Agreement.

9.7. 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.

9.8. Contract Price:

The total monies payable to the Contractor as consideration for completion of the Work in accordance with the Contract Documents

9.9. Contractor:

The entity identified in the construction Contract and referred to throughout the Contract Documents as if singular in number. The Contractor shall designate in writing a representative(s) who shall have the express authority to bind the Contractor with respect to all matters under the Contract. The "Contractor" means the Contractor or its authorized representative(s).

9.10. Cost of the Work

The sum of all costs necessarily incurred and paid by the Contractor in the proper performance of the Work.

9.11. County:

Shall mean the County of Volusia (a body corporate and politic and a subdivision of the State of Florida) including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status.

9.12. County's Project Manager(s):

The Project Manager(s) have responsibility for the day-to-day administration of the resulting Agreement for the County and will be designated prior to award of the resulting Master Agreement or Purchase Order.

9.13. Day:

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

9.14. Director:

The Director of Purchasing and Contracts for the County of Volusia, Florida.

9.15. Engineer of Record:

The professional engineer or engineering firm contracted or employed by the County and registered in the State of Florida who is responsible for the preparation of the plans and specifications. The Engineer of Record may be County in-house staff or a consultant retained by the County.

9.16. 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.

9.17. Proposal:

The document submitted by the Consultant in response to a formal solicitation used to determine if the Consultant is highly qualified. Can be used interchangeable with Response.

9.18. Proposer:

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 Solicitation. Can be used interchangeably with Bidder and Respondent.

9.19. Protest:

See process at www.volusia.org/purchasing.

9.20. 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 Solicitation. Can be used interchangeable with Bidder and Proposer.

9.21. 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.

9.22. 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.

9.23. Work or Scope of Work

The construction and services required by the Contract Documents including all labor, materials, equipment and services incidental thereto, provided or to be provided by the Contractor to fulfill the Contractor's obligation to achieve Final Completion of the Project.