



**REQUEST FOR PROPOSAL
FOR
VOTING SYSTEM**

RFP NO. 15-P-17TF

Closing Date: January 27, 2014

**DO NOT RESPOND TO THIS SOLICITATION ON LINE
SEE SECTION 3.4, *DELIVERY OF PROPOSALS***

Purpose of RFP

The purpose of this Request for Proposal (RFP) is to solicit competitive sealed proposals for Voting System for the County of Volusia, Florida.

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VOTING SYSTEM

1.0. PURPOSE & OVERVIEW

1.1. Purpose

The purpose of this Request for Proposals (RFP) is to solicit competitive sealed proposals for a Contract for a Voting System.

1.2. Overview

The Volusia County Department of Elections (VCDOE) is issuing this Request for Proposal (RFP) to vendors of qualified software, hardware and related system services to replace the Voting System currently used by the County. The proposed Voting System must be certified by the State of Florida and meet the standards set forth in the Help America Vote Act of 2002 (HAVA). The proposal shall include the system components, related equipment and documentation required to conduct an election. The selected Respondent shall provide software support, hardware support, training, maintenance, warranties and include associated costs in the proposal. The information provided by Respondents will be used in the evaluation of the Voting System.

The County requires a single Respondent to act as prime Contractor and provide a comprehensive Turnkey Solution. The Contractor shall assume all legal, project management, and financial responsibility for all hardware, software, and professional services purchased through the Contractor for this project, including conversion, integration, implementation, training, and maintenance and support, necessary to satisfy the requirements described in this RFP.

The Respondents shall be responsible for all aspects offered in their proposals, whether performed by the Respondents' own employees or through the use of subcontractors. The Respondents shall submit one consolidated response that contains all cost items, including those of any third parties or subcontractors. The Respondent shall be the sole point of contact for the County with regard to all project and contractual matters. Adherence to the rules set forth in this RFP is mandatory to ensure a fair and objective analysis of all proposals. All responses shall be submitted on the forms provided or exact copies of such forms. Additional pages may be attached and cross-referenced as necessary. Unnecessarily lengthy documents are discouraged. Failure to comply with or complete any portion of this request may result in rejection of a submitted proposal. Receipt of a proposal by the County or a submission of a proposal to the County confers no rights upon the Respondent nor obligates the County in any manner.

Any contracts between the Respondent and a subcontractor to perform services covered by the Scope of Service prior to, during, and after system implementation shall incorporate the foregoing guarantees and all federal, state, and local statutes and laws

determined by the County to be applicable to the services performed under the Contract between the Respondent and the County.

2.0. STATEMENT OF WORK AND EXHIBITS

2.1. EXHIBIT A – Statement of Work

2.2. EXHIBIT B – Statement of Work Matrix

To be returned with submittal response.

2.3. EXHIBIT C – Equipment Specifications Matrix

To be returned with submittal response.

2.4. EXHIBIT D – Election Management System Server/Client Components

To be returned with submittal response.

2.5. EXHIBIT E – Warranty

To be returned with submittal response.

2.6. EXHIBIT F – Support & Support Personnel

To be returned with submittal response.

2.7. EXHIBIT G – Current Voting System

2.8. EXHIBIT H – VCDOE Statistics

2.9. EXHIBIT I – Schedule of Events

2.10. EXHIBIT J – Glossary

2.11. EXHIBIT K – Approximate Purchase Quantities

2.12. EXHIBIT L – Voter Turnout 2012/2014 G.E.

2.13. EXHIBIT M – Referenced Statutes & Rules

2.14. EXHIBIT N – Cost Proposal

To be returned with submittal response. There are six (6) MS Excel spreadsheets to be returned.

3.0. GENERAL TERMS & CONDITIONS

3.1. Definitions

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

Acceptance Testing Process: The process of examination or trial to prove the item meets the functional Specifications and Final Project Acceptance criteria.

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

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

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

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

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

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

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

Documentation: The organized collection of information that describes the structure, purpose, operation, maintenance, and data requirements for the functionality specified for the software, hardware, operating system, database, and services in Statement of Work.

Hardware: Physical equipment with a purpose to facilitate electronic functions, store data, display data, process computer instructions, and direct communications specified in the Statement of Work.

Hardware & Software Warranty: A warranty provided by the Contractor covering the Hardware and Software provided by Contractor, (including its subcontractors), and the Hardware specified by Contractor and provided by the County for the proposed system, ensuring that all of the aforementioned shall perform in accordance with all system and application specifications in the Statement of Work for the period of ten (10) years begins after Final Project Acceptance such that no other Hardware or Software is required to be purchased

or installed by the County to achieve or maintain such functionality so long as the applicable applications are continuously under maintenance, unless required by the State of Florida Division of Elections.

Initial Term: Term of the negotiated Contract. The preference is a minimum of ten (10) years excluding renewals.

Integration: The state of connecting multiple systems with the intent of sharing or transferring data.

Interface: A boundary across which two independent systems meet and act on or communicate with each other.

Module: A component of a system.

Other Software: Third party software recommended by the Respondent that supplements or interoperates with the Respondent's system (software or hardware) so that the entire system provided by the Respondent operates within the functional specifications and requirements of the Statement of Work.

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.

Plug-in: Plug-in is a computer program that interacts with a web browser to provide a certain, usually very specific, function "on demand."

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

Release: All modifications to the software including new functionality, bug fixes, patches, and service pack releases.

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 RFP.

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.

Software: The programs, routines, languages, and/or operating systems that shall provide the functionality specified in the Statement of Work.

Specification: Technical and/or functional details that provide information on how a requirement shall be addressed by or within a proposed system.

Statement of Work (SOW): The term Statement of Work means the work to be performed by the Respondent (as Contractor) as stated in the Respondent's response documents to this RFP and a final negotiated Contract, including all Exhibits, Attachments, Specifications, and materials referenced within the Statement of Work.

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

VCDOE Operated Server Environment Solution: A solution wherein the Volusia County Department of Elections shall house the application on County-provided stand-alone network servers and hardware that meets or exceeds the Contractor's Hardware & Software Warranty requirements. For this solution the VCDOE provides the stand-alone network server operational support for hardware monitoring, hardware repair, loading tapes, electrical, and HVAC. The Contractor works directly with the County on diagnosis, recovery, hardware repair, configuration, and how-to questions.

3.2. RFP Closing Date

Proposals (also referred to herein as "Submittals," "Offers," or "Responses") must be received by the Volusia County Purchasing and Contracts Office, Room 302, Third Floor, 123 West Indiana Avenue, DeLand, FL, 32720-4608, no later than 3:00 p.m., local time, on Tuesday, January 27, 2015. Proposals received after this time will not be considered.

3.3. Proposed Schedule

12/05/14 Release date for Request For Proposal
12/17/14 Pre-proposal Conference
01/13/15 Final date to receive written questions
01/20/15 Release date for answers to written questions
01/27/15 Closing Date

3.4. Delivery of Proposals

DO NOT RESPOND TO THIS SOLICITATION ON LINE

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

County of Volusia, Florida
Purchasing and Contracts Office, Room **302**
123 West Indiana Avenue, 3rd floor
DeLand, Florida 32720-4608

Mark package(s) "**RFP # 15-P-17TF, Voting System**"

Note: Please ensure that if a third party carrier (Federal Express, UPS, USPS, etc.) is used, that they are properly instructed to deliver your proposal **only** to Room **302**, in the Purchasing Office on the third (3rd) floor at the above address. To be considered, a proposal must be received and accepted in the Purchasing and Contracts Office before the RFP Closing Date and Time.

3.5. Pre-proposal Conference

- A. A pre-proposal conference will be held in the CFO Conference Room at 123 W. Indiana Avenue, Room 300, DeLand, FL, at 10:00 a.m., EST, on Wednesday, December 17, 2014. While this is not mandatory, all interested parties are encouraged to attend and participate.

- B. In accordance with the American Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in the proceedings, or an interpreter to participate in any proceedings, should contact the County's ADA Coordinator at 386-248-1760 for assistance, at least two (2) business days before any meeting date.

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), at <http://www.volusia.org/core/fileparse.php/4175/urlt/ADANotice.pdf>.

Read the [County of Volusia Grievance Procedure](#) under The Americans with Disabilities Act (Title II).

3.6. Public RFP Opening

- A. Pursuant to Section 119.071, Florida Statutes, Bids or proposals ("responses") and the completed tabulation are exempt from disclosure as a public record until such time as the agency provides notice of an intended decision or until thirty (30) days after opening the Bids, proposals or final replies, whichever is earlier. Names only of firms submitting proposals will be read aloud at the RFP opening. Contact the Purchasing and Contracts Office during regular business hours to inspect responses and the completed tabulation or go to <http://vcservices.vcgov.org/bidlistnet1/> to inspect 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 exemption may apply.

- B. In accordance with the American Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in the proceedings, or an interpreter to participate in any proceedings, should contact the County's ADA Coordinator at 386-248-1760 for assistance, at least two (2) business days before any meeting date.

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), at <http://www.volusia.org/core/fileparse.php/4175/urlt/ADANotice.pdf>.

Read the [County of Volusia Grievance Procedure](#) under The Americans with Disabilities Act (Title II).

3.7. Public Records

Public Records - § 119.0701, Florida Statutes. Contractor acknowledges that the services and work to be performed pursuant to this Contract may be performed by the County itself as a political subdivision of the State of Florida, which is subject to the public records requirements of Chapter 119, Florida Statutes and Article I, § 24 of the Florida Constitution. Given the foregoing, the Contractor hereby agrees to:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the County to perform the services and work provided pursuant to this Contract;
- B. Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise may be provided by law;
- C. Ensure that public records that are statutorily exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;
- D. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in the possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are statutorily exempt or confidential and exempt from statutory public records disclosure requirements. For the purposes of complying with this paragraph, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the public agency;

- E. In responding to any public records request, Contractor shall (i) notify the County of the request and the Contractor's intentions with regard to such request and (ii) provide the County with copies of all records requested and produced, as well as copies of all correspondence between the Contractor and the requestor. Contractor further agrees not to release any records that are statutorily exempt from disclosure or statutorily confidential and exempt without first receiving prior written authorization from the County, it being understood that the legislature has designated such records exempt or otherwise confidential based upon important public policy or safety reasons.

Contractor shall indemnify the County for and hold the County harmless against any and all claims, damage awards, and causes of action arising from the Contractor's failure to perform or otherwise adhere to the requirements of this Section, including, but not limited to, any third party claims or awards for attorneys fees and costs arising therefrom, claims for negligent disclosure of confidential or exempt records, and claims for failure to produce or otherwise timely produce records subject to disclosure. County shall further be authorized to seek declaratory, injunctive, or other appropriate relief from a court of competent jurisdiction on an expedited basis to enforce the requirements of this Section, it being understood that the maintenance and production of public records is of paramount public importance under Florida law. Regardless of the foregoing, the enumeration of the remedies recited herein shall not be interpreted to limit or otherwise restrict the County from seeking any other appropriate cause of action against or remedy from the Contractor, whether in law or in equity, in the County's enforcement of the requirements of this Section.

3.8. Proposal Form

- A. See **Submittal Requirements** for complete details
- B. Each Respondent shall submit **eight (8)** complete sets of the RFP Submittal:
- **One (1)** hard copy marked "ORIGINAL"
 - **Six (6)** hard copies marked "COPY"
- Note: It is not necessary to return every page of the original solicitation document with the hard copies of the RFP Submittal ORIGINAL and COPY(ies); return only the pages that require signatures or information as detailed in Section 4.0.
- **One (1) COMPLETE** electronic copy on a CD or USB drive in PDF format (MS Excel spreadsheets shall be recorded in PDF and MS Excel native format.) The electronic copy of the RFP Submittal shall include ALL submittal requirements, as detailed in Section 4.0.

Note the solicitation number and name of company on the CD or USB drive.

Do not send confidential information, proprietary information, or trade secrets.

- C. Terms and conditions differing from those in this RFP may be cause for disqualification of the RFP Proposal.
- D. The Bid Submittal Form (Section 4.0) shall be signed by an authorized agent of the firm with documentation, such as a Memorandum of Authority, that the individual is authorized to commit the firm to a contract.
- E. Failure to provide the required information may result in the proposal not being considered. Submittals shall be clear, concise, indexed by subject, typed on letter size paper, and individually bound. Submittals shall be mailed or delivered in a sealed package clearly marked on the outside with the project name, invitation number, and due date. Packages shall be received in the Volusia County Purchasing Office by the advertised deadline.

3.9. Questions, Exceptions, and Addenda Concerning RFP 15-P-17TF

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

- B. Mark cover page or envelope(s) "Questions, Exceptions and Addenda Concerning RFP # 15-P-17TF, "Voting System."

Submit questions to:

Tabatha Freedman, Procurement Analyst II
Telephone:.....386-822-5788
Fax:.....386-736-5972
E-mail:.....tfreedman@volusia.org

- C. If it becomes necessary for the County to revise any part of this RFP, an addendum will be posted on the County's web site. It is each Respondent's responsibility to check the Volusia County web site for any addenda at <http://vcservices.vcgov.org/bidlistnet1>. Each Respondent

should ensure that they have received all addenda to this RFP before submitting their proposal. In their proposals, Respondents must provide proof of receipt of each addendum by signing each addendum and returning each addendum to the County. Failure to provide this proof may cause Respondent's proposal to be rendered *non-responsive*.

- D. Each addendum issued by the County shall become a material part of this solicitation. The resulting Contract shall be the final decision on the subject of the addendum.

3.10. Award

The County reserves the right to award the Contract to the Respondent(s) that the County deems to offer the best overall proposal or solution, as defined in Section 3.27 Evaluation Criteria in this solicitation. The County is therefore not bound to accept a proposal based only on lowest price. In addition, the County has the sole discretion and reserves the right to cancel this RFP, to reject any/all proposals, to waive any/all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications if it is deemed to be in the best interest of the County to do so. Nothing prohibits the County from rejecting and re-soliciting when responses exceed budget and the County must change the solicitation to lower costs. The County also reserves the right to make multiple awards based on experience and/or qualifications of Respondents and to award only a portion of the items and/or services specified, if deemed to be in the County's best interest.

3.11. Other Agencies

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

3.12. F.O.B. Point

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

3.13. 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 Respondents 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 proposal submitted.

3.14. Assignment

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

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

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

3.15. Contract

A. The contents of this RFP and all provisions of the successful proposal deemed pertinent by the County may be, at the sole discretion of the County, incorporated into a Contract and become legally binding on the selected proposer. The content of the Contract may contain changes as a result of the RFP process and the content of the submittal received. The

Contract shall, at minimum, include the substantive terms and conditions as outlined in the RFP 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.

- B. The Director of Purchasing and Contracts, County Manager, and County Chair are the sole Contracting Officers for the County of Volusia, Florida, and only they or their designees are authorized to make changes to any Contract.
- C. The County shall be responsible for only those orders placed by the County on an authorized signed Purchase Order or Master Agreement. The County shall not be responsible for any order, change substitution or any other discrepancy from the Purchase Order or Master Agreement. If there is any question about the authenticity of a Purchase Order, Master Agreement, or change order, the Respondent should promptly contact the Purchasing Office at 386-736-5935.

3.16. Disclosure of Proposal Content

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

3.17. Respondent's Responsibility

A Respondent, by submitting a proposal, represents that:

- A. The Respondent has read and understands the RFP in its entirety and that the proposal is made in accordance therewith;
- B. The Respondent possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the County;
- C. Before submitting its proposal, the Respondent has made all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the Contract and has verified any representations made by the County of Volusia, Florida, upon which the Respondent has relied;
- D. The Respondent understands and agrees that if the Respondent receives an award, failure to have made such investigations pursuant to Respondent's proposal to the RFP will in no way relieve the Respondent

from its obligations to comply in every detail with all provisions and requirements of the Contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Respondent for additional compensation or relief; and

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

3.18. Payment Terms

- A. The County will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of Contract) of the invoice(s) or receipt of all products or services ordered.
- B. Pursuant to Chapter 218, Florida Statutes, the County will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within thirty (30) days after the due date.
- C. The County has the capabilities of Electronic Fund Transfer (EFT). List any discounts for prompt payment and/or willingness to accept Electronic Funds Transfer (EFT) and the discount to be applied to such payments. Vendors 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.
- D. By submitting a proposal to the County of Volusia, Florida, the Respondents expressly agree that, if awarded a Contract, the County may withhold from any payment monies owed by the Respondent to the County for any legal obligation between the Respondent and the County, including but not limited to real property taxes, personal property taxes, fees, and commissions.

3.19. Conflict of Interest Form

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

3.20. Licenses and Certificates

- A. The County reserves the right to require proof that each Respondent is an established business and is abiding by the ordinances, regulation, and laws of its community and the state of Florida, such as but not limited to:

Business Tax Receipts, business licenses, Florida sales tax registration, Federal Employers Identification Number; and

- B. 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.
- 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. Respondents shall also verify that their Subcontractors are licensed to perform the work in accordance with the laws of the State of Florida and local ordinances.
- D. Each Respondent shall submit with their proposal a copy of, and upon award of Contract, the Contractor shall maintain the appropriate licenses and certificates during the term of the Contract and any extensions. Failure to maintain these requirements shall be cause for immediate termination of the Contract.

3.21. Minor Irregularities

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

3.22. Venue and Governing Law

All legal proceedings brought in connection with the Contract executed for the services provided as award under this RFP Contract shall only be brought in a state or federal court located in the State of Florida. Venue in state court shall be in Volusia County, Florida. Venue in federal court shall be in the United States District Court, Middle District of Florida, Orlando division. Each Respondent agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against Respondent. In the event of a legal proceeding, the action shall be by non-jury trial for the adjudication of such suit.

All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this Contract shall in all respects be governed by and determined in accordance with the laws of the State of Florida without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.

3.23. Insurance

A. Required Types of Insurance

The Contractor shall purchase and maintain at its own expense, during the term of this Contract the following types and amounts of insurance with limits no less than those shown below, in the form and from companies satisfactory to the County:

<u>SCHEDULE</u>	<u>LIMITS</u>
Workers' Compensation Employers Liability (including Appropriate Federal Acts)	Florida Statutory Coverage \$100,000. Each Accident \$500,000. Disease Policy Limit \$100,000. Each Employee/Disease
Commercial General Liability Premises-Operations Aggregate	\$2,000,000. General Aggregate \$2,000,000. Products/CompOps
Products-Completed Operation Blanket Contractual Liability	\$1,000,000. Personal/Advertising Injury \$1,000,000. Each Occurrence

(The County of Volusia shall be named as an additional insured under all of the above Commercial General Liability coverage.)

Auto Liability \$500,000. CSL
All autos-owned, hired or no-owned
(Symbol 1 Coverage)

*Professional Liability \$1,000,000.
(Errors & Omissions)
*May also be Computer Software Errors & Omissions Liability

Cyber Insurance \$1,000,000
(Errors & Omissions)

1. Minimum underlying coverages shall include Commercial General Liability, Automobile Liability and Workers' Compensation /Employer's Liability. (Umbrella liability limit will not be required to be carried by Subcontractors.)

(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 this contract).

2. Umbrella or Excess Liability policies may be used to obtain the total limits of liability required to meet the required limits of coverage stated above. Evidence of such coverage should clearly demonstrate the underlying coverages/policies that are included.
3. Workers' Compensation Insurance. Per Section 3.23, A, Workers' Compensation insurance is required for all employees of the Contractor, employed or hired to perform or provide work or services under this Contract or that is in any way connected with work or services performed under this Contract, 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 shown above per occurrence.
 - a. Contractor and its Subcontractors, or any associated or subsidiary company doing work on County property or under this Contract 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 Contractor's Subcontractors fail to obtain Workers' Compensation insurance and a claim is made against the County by the uncovered employee of said Subcontractor of the Contractor, the Contractor 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).
4. Commercial General Liability Insurance. Per Section 3.23, A, Commercial General Liability insurance, with a limit of not less than the amounts shown above with an aggregate limit and per occurrence basis, including coverage for the Contractor's operations, independent Contractors, Subcontractors and "broad form" property damage coverages protecting itself, its employees, agents, Contractors or subsidiaries, and their employees or agents for claims for damages caused by bodily injury, property damage, or personal or advertising injury, products liability/completed operations including what is commonly known as groups A, B, and C (libel, false arrest, slander). Such policies shall include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person or entity by the Contractor or by any of its Subcontractors arising from work or services performed under this Contract. Public liability coverage shall include either blanket contractual insurance or a designated Contract contractual liability coverage endorsement, indicating expressly the Contractor's contract to indemnify, defend and hold

harmless the County as provided in this Contract. The commercial general liability policy shall be endorsed to include the County as an additional insured. The commercial general liability policy shall provide exclusive coverage for the location or project site where the work or services are to be performed under this Contract. In the alternative, the commercial general liability policy shall be endorsed to provide the designated aggregate per location endorsement or equivalent on a form approved or requested by the County Risk Manager.

5. Motor Vehicle Liability. Per Section 3.23, A, the Contractor shall secure and maintain during the term of this Contract, motor vehicle coverage in the split limit amounts of no less than the amounts shown above per person, per occurrence for bodily injury and for property damage or a combined single limit of the amount shown above **with “Any Auto”, Coverage Symbol 1, providing coverage for all autos operated regardless of ownership, and** protecting itself, its employees, agents or lessees, or subsidiaries and their employees or agents against claims arising from the ownership, maintenance, or use of a motor vehicle.

6. Professional Liability. Per Section 3.23, A, the Contractor shall ensure that it secures and maintains, during the term of this Contract, Professional Liability insurance with limits of no less than the amount shown above contemplated by this Contract. Such policy shall cover all the Contractor’s or its Subcontractor’s professional liabilities whether occasioned by the Contractor or its Subcontractors, or their agents or employees.
 - a. If the Contractor fails to secure and maintain the professional liability insurance coverage required herein, the Contractor 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.

 - b. The Contractor must maintain a retroactive date prior to or equal to the effective date of this Contract. The Contractor shall purchase a Supplemental Extended Reporting Period (“SERP”) with a minimum reporting period of not less than three (3) years in the event a Subcontractor’s policy is canceled, not renewed, switched to occurrence form, or any other event which requires a purchase of SERP to cover a gap in insurance for claims which may arise under or related to this Contract. The Contractor’s purchase of the SERP shall not relieve the Contractor of the obligation to provide replacement coverage. In addition, the Contractor shall require that the Subcontractor’s carrier immediately inform the Contractor, the County of Volusia’s Risk Management Division, and the Purchasing and

Contracts Division of any contractual obligations that may alter its professional liability coverage under this Contract.

7. Cyber Insurance. Per Section 3.23, A, the Contractor shall secure and maintain during the term of the Contract data privacy and network security liability insurance, with a limit of not less than the amounts shown above with an aggregate limit and per occurrence basis, with coverage for (a) data breaches by the Contractor or anyone causing the loss of use of electronic data; loss of personally identifiable information or County confidential information; violations of privacy regulations associated with the control and use of personally identifiable financial, medical or other sensitive information including but not limited to HITECH; HIPPA; Gramm-Leach Bliley Act of 1999; Florida Breach of Security Act (Section 817.5681, Florida Statutes (2012); the Federal Trade Commission Act (15 U.S.C. 45(a)); violations of the identity Red Flags under the Fair and Accurate Credit Transactions Act of 2003; (c) violations of any state, federal or foreign identity theft or privacy protection, notification and credit monitoring statutes (including any amendments thereto); (d) online defamation, advertising, libel, and slander-related exposures as well as emerging Web 2.0 liabilities created by casual users of third parties accessing Contractor's web site(s) or computer systems through eMedia and the Internet; (e) network security breaches for failure of security measures to prevent a denial of service, unauthorized access, theft of electronic data, and inadvertent transmission of a virus or other malicious code; (f) infringement of intellectual property rights (e.g., patent, copyright, or trademark) in any telecommunications medium (e.g., cell phones, modems, text, videos, images, blogs, etc.) which result in a loss of County revenue or expense to the County due to a covered network outage or computer system loss; (f) cyber investigation expense incurred to investigate a data privacy or network security wrongful act; and, (g) cyber extortion for expenses incurred in the event of an extortion threat to cause a data privacy or network security wrongful act.

8. Computer Software and Services Errors and Omissions Liability. Coverage to replace or restore County electronic data lost from any cause whatsoever (including but not limited to a computer virus, acts of God, malware, or breach of network security or loss of use, reduction in functionality or damage, destruction, distortion, erasure, corruption or alteration of electronic data) arising from Contractor's services under the Contract, including any cost or expense of whatsoever nature resulting there from. As such, the Contractor shall ensure that it secures and maintains, during the term of this Contract, Computer Software and Services Errors and Omissions Liability insurance with limits of no less than the amount shown above contemplated by this Contract. Such policy shall

cover all the Contractor's or its Subcontractor's computer software and services errors or omissions liabilities whether occasioned by the Contractor or its Subcontractors, or their agents or employees.

If the Contractor fails to secure and maintain the liability insurance coverage required herein, the Contractor 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 Contractor must maintain a retroactive date prior to or equal to the effective date of this Contract. The Contractor shall purchase a Supplemental Extended Reporting Period ("SERP") with a minimum reporting period of not less than three (3) years in the event a Subcontractor's policy is canceled, not renewed, switched to occurrence form, or any other event which requires a purchase of SERP to cover a gap in insurance for claims which may arise under or related to this Contract. The Contractor's purchase of the SERP shall not relieve the Contractor of the obligation to provide replacement coverage. In addition, the Contractor shall require have the Subcontractor's carrier immediately inform the Contractor, and the County of Volusia's Risk Management Division and the Purchasing and Contracts Division of any contractual obligations that may alter its professional liability coverage under this Contract.

NOTE: Coverage for loss of electronic data can be incorporated with insurance coverage in Item 7, Cyber Insurance or Item 8, Computer Software and Services Errors and Omissions Liability.

9. Coverages for professional liability shall be provided on an occurrence form or a claims made form with a retroactive date equal to at least the first date of this Contract and with a three (3) year reporting option beyond the expiration date of this Contract including any amendments to the Contract term.
10. Primary and Excess Coverage. Any insurance required may be provided by primary and excess insurance policies.

B. Insurance Requirements

1. 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-** 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 Contractor from its responsibility to maintain the insurance coverage required herein for the performance of Work or Services by the Contractor or its Subcontractors for the entire term of this Contract and for such longer periods of time as may be required under other clauses of this Contract.
- c. Waiver of Subrogation. The Contractor hereby waives all rights against the County and its Subcontractors to the extent of the risk coverage by any insurance policy required hereunder 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 this Contract. The Contractor shall require similar waivers from all its Subcontractors. This provision applies to all policies of insurance required under this Contract (including Workers' Compensation, and general liability).
- d. County Not Liable for Paying Deductibles. For all insurance required by Contractor, the County shall not be responsible or liable for paying deductibles for any claim arising out of or related to the Contractor's business or any Subcontractor performing Work or Services on behalf of the Contractor or for the Contractor's benefit under this Contract.
- e. Cancellation Notices. During the term of this Contract, Contractor shall be responsible for promptly advising and providing County of Volusia's Risk Management Division and the Purchasing and Contracts Division with copies of notices of cancellation or any other changes in the terms and conditions of the original insurance policies approved by the County under this Contract within two (2) business days of receipt of such notice or change.
- f. For any on-site Work performed by or on behalf of Contractor on County property, the County shall be named as an additional insured or additional named insured subject to review and determination by County's Risk Manager on all policies required under this Contract except professional liability and workers compensation.
- g. Deductibles. Contractors that maintain and administer a self-insured retention or a large deductible program exceeding the insurance requirements listed in this solicitation using a formal program to fund either program may submit an exception in accordance with Section 3.9, Questions, Exceptions, and Addenda Concerning RFP #15-P-17TF to be considered for this solicitation.

The request must include a summary of the program's design, funding method, and the program's supporting financial information. If additional information is necessary, the County will request more specific information, which must be provided by the Contractor. The County's Risk Manager will review the information submitted and determine whether the program is acceptable to the County.

Contractor with no formal risk management program in place to manage and fund deductibles or self-insured retentions may not be considered. Subject to County approval, Contractor may obtain a letter of credit in the amount equivalent to the deductible, which shall remain in effect during the term of the Contract at no additional cost to the County.

C. Proof of Insurance

1. The Contractor 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.
2. The Contractor shall furnish proof of insurance acceptable to the County prior to or at the time of execution of this Contract and the Contractor shall not commence Work or provide any Service until the Contractor has obtained all the insurance required under this Contract and such insurance has been filed with and approved by the County. Upon request from the County, the Contractor shall furnish copies of the following types of insurance policies and any changes or amendments thereto, immediately, to the County and County's Risk Management and Purchasing and Contracts Divisions prior to the commencement of any contractual obligations. This Contract may be terminated by the County, without penalty or expense to County if at any time during the term of this Contract proof of any insurance required hereunder is not provided to the County.
3. All certificates of insurance shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by this Article. No Work or Services by Contractor or its Subcontractors shall be commenced until County has approved these policies or certificates of insurance. Further, the Contractor agrees that the County shall make no payments pursuant to the terms of this Contract until all required proof or evidence of insurance has been provided to the County. This Contractor may be terminated by the County, without penalty or expense, if proof of any insurance required hereunder is not provided to the County.

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

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

3.24. Award Term

The County is looking to promote partnership relationships within the policies and procedures of public procurement. Pursuant toward that end, the successful Respondent(s) shall be awarded a Contract for an initial ten (10) year term.

All subsequent renewals will be contingent upon mutual and written agreement and, when applicable, approval of County Council.

3.25. Unusual Costs

The Contractor 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 Contractor petitions for such an increase, the Contractor 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 Contract termination.

The Contractor's request shall contain substantial proof and justification to support the need for the rate adjustment. The County may request from the Contractor and the Contractor 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 decrease.

3.26. Waiver of Claims

Once the Contract expires, or final payment has been requested and made, the Contractor shall have no more than thirty (30) calendar days to present or file any claims against the County concerning the Contract. After that period, the County

will consider the Contractor to have waived any right to claims against the County concerning the Contract.

3.27. Evaluation Criteria

Each proposal shall be evaluated using the following criteria:

- A. That all proposal documentation was submitted timely and in conformance with all requirements of the RFP.
- B. That the following elements of Contractor's proposal meet or exceed the requirements of this RFP and cumulatively provide the service and benefits to the County deemed to be in the best interest of the public:
 - 1. Firm qualifications – As noted in Tabs 1, 2, 3, 8, and 13. Availability of sufficient qualified, experienced staff to perform implementation, training, product maintenance and support; adequate organizational structure; adequate capital resources to maintain and support the services and software product(s) for a preferred ten (10) year period. Support capabilities of staff and resources available for software maintenance, support and training; types and available hours of support services; general overview of software and associated training methods for data collection, data entry, database maintenance, and updates.
 - 2. Project understanding and approach – As noted in Tabs 4, 5, 6, and 9. Respondent's demonstrated knowledge and understanding of the project for the County activities; comprehensive conceptual plans of the requirements for efficient and effective management of the County's operations; clear expression of product vision; and, description of County resources necessary for the project.
 - 3. Capabilities of software and hardware – As noted in Tabs 7 and 10. The ability of the Voting System to provide the features defined in **EXHIBIT A**.
 - 4. Technology – As noted in Tab 7. Respondent's use of technology that shall minimize long term County costs, optimize data gathering and downloading methods, and improve the reliability and security of the Voting System.
 - 5. Cost Proposal – As noted in Tab 11.
 - 6. Maintenance and Support – As noted in Tab 12.
 - 7. Financial Stability – As noted in Tab 15.

NOTE: The County reserves the right to request additional information including clarification of any or all information submitted by any Respondent during the

Evaluation.

3.28. Presentations by Respondents

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

3.29. Post-Proposal Discussions with Respondents

It is the County's intent to award a Contract(s) to the Respondent(s) deemed most advantageous to the County in accordance with the evaluation criteria specified in this RFP. The County reserves the right, however, to conduct post-closing discussions with any Respondent who has a realistic possibility of Contract award including, but not limited to, requests for additional information and competitive negotiations.

3.30. Minimum Specifications

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

3.31. Termination

- A. The resulting Contract may be terminated by (a) either party upon the material breach by the other party if such breach is not cured within thirty (30) days written notice from the non-breaching party, or (b) by County upon at least thirty (30) calendar days, prior written notice to Contractor whenever the County shall determine that such termination is in the best interest of the County.
- B. County may terminate the resulting Contract for convenience or non-appropriation upon at least thirty (30) calendar days' prior written notice to Contractor.

- C. The Respondent may cancel the resulting Contract with two-hundred seventy (270) days written notice to the Director of Purchasing and Contracts. Failure to provide proper notice to the County may result in the Respondent being barred from future business with the County.
- D. After Contractor's receipt of a notice of termination pursuant to Paragraph A above (or to the extent Contractor has not cured a material breach within thirty (30) days notice from County), and except as otherwise directed by the County, the Contractor shall:
1. Stop work under the Contract or applicable statement of work on the date specified in the notice of termination.
 2. Place no further orders or subcontracts for materials, services or facilities.
 3. Terminate all orders and subcontracts to the extent that they relate to the performance of work or services terminated by the notice of termination.
 4. 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 Section, Termination.
- E. After receipt of a notice of termination, the Contractor shall submit to the County its termination claim for amounts owed by County (which shall include without limitation all amounts due for work or services performed through the date of termination), 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 or more extensions in writing are granted by the County, upon request of the Contractor made in writing within such thirty (30) days period or authorized extension thereof. Upon failure of the Contractor 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 Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined. In the event County terminates for convenience or non-appropriation, Contractor shall not be obligated to refund to County any prepaid fees.
- F. **Non-Appropriation.** The resulting Contract may be terminated by the County or Contractor if the County does not appropriate the funding in any fiscal year necessary to pay the compensation set forth in the Article entitled Compensation in the resulting Contract.

- G. In the event that the resulting Contract is terminated by the County or Contractor for non-appropriation, Contractor shall be paid in accordance with terms of the Article entitled Compensation in the resulting Contract. Contractor shall be paid for any work or deliverable that has been completed but not yet been paid. County's obligation to pay Contractor under this Section 3.31, Termination, and the resulting Contract is limited to the budgeted amount for the fiscal year approved by the Volusia County Council for the then current fiscal year of the resulting Contract. Contractor shall have no right to compel the Volusia County Council to appropriate funds for any fiscal year to pay the compensation.
- H. Upon being notified of County's election to terminate for default of Contractor, non-appropriation or convenience, Contractor and its Subcontractors shall refrain from performing further work or incurring additional expenses under the terms of the resulting Contract which is not specifically authorized in the notice of termination.
- I. If termination of the resulting Contract occurs for any reason:
1. Except as otherwise provided in the resulting Contract, Contractor shall return to the County, or destroy, all County confidential information in Contractor's possession and shall certify the destruction or return of said information in a written document signed by the duly authorized representative of the Contractor that all such information has been destroyed or returned, provided that Contractor shall be permitted to retain an archival copy of any such confidential information (provided it continues to maintain the confidentiality of such as prescribed herein) to the extent necessary to have a record of the work or service performed hereunder.
 2. For all undisputed outstanding invoices submitted to the County for Work completed or deliverables delivered prior to the effective date of the termination, the County shall cause payments to be made to Contractor within forty-five (45) days of receipt of invoice. Contractor shall invoice the County for any sums Contractor claims to be owed by County under the resulting Contract for work performed from the last invoice to the effective date of termination. County shall review such invoice for payment within fifteen (15) days of receipt and County shall pay any undisputed amount within forty-five (45) days, subject to the Article entitled Compensation in the resulting Contract. Any disputed amounts on any invoices shall be subject to the dispute resolution process set forth in the Article entitled Dispute Resolution in the resulting Contract.
- J. In the event of termination by the County for non-appropriation, for all items or products ordered by Contractor before receipt by Contractor of the Notice of Termination which Contractor could not cancel without imposition of a fee, the County shall cause payments to be made to

Contractor 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.

- K. In the event Contractor is unable to deliver the system in a manner that enables the System and all of its functional components to pass final acceptance testing, County shall have the right to terminate the Contract and have the right to receive from Contractor a refund of any implementation fees paid through the date of such termination.

3.32. Incurred Expenses

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

3.33. Compliance with Laws and Regulations

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

At time of submittal, Respondents must hold the required licensure to be the prime Contractor for all work to be performed under this RFP. If any Respondent proposes to use a Subcontractor or sub-consultant to perform any work under this RFP, such Subcontractor and/or sub-consultant shall, at the time of submittal, hold the required licensure for all work to be performed under this Contract as a Subcontractor and shall maintain such license(s) in full force and effect during the term of the awarded Contract. All licenses and permits required to perform Respondent's duties under this RFP, whether such license or permit is required by the federal government, State of Florida, Volusia County, or any municipality, shall be at each 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 awarded Contract.

3.34. Compliance with Federal E-Verify Regulations

The Contractor 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 Contractor on or after the effective date of this Contract and thereafter during the remaining term of the Contract, including [Subcontractors / Subconsultants]. Any subcontract entered into by Contractor with any [Subcontractor / Subconsultant] performing work under this contract shall include the following language: "The [Subcontractor / 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 Contractor on or after the effective date of this Contract and thereafter during the remaining term of the Contract." The Contractor covenants and agrees that if it is found in violation of this section or the Executive Order, such violation shall be a material breach of this Contract and Contractor shall indemnify, defend and hold harmless the County from any fines or penalties levied by a government agency, including the loss or repayment of grant funds by the County.

3.35. Limitation of Liability and Indemnification of County

- A. The Contractor shall, at its own expense, indemnify, defend, and hold harmless the County and its public officials (elected and appointed), successors and successors in interest, officers, agents, attorneys and employees, from and against all claims of every kind and nature (including losses incurred or suffered in consequences either of bodily injury to a person or damage to property), damages, losses and expenses, including reasonable attorney's fees to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Contractor and its Subcontractors or sub-subcontractors or agents performing work or services under this Contract, caused in whole or in part by any negligent act or omission of Contractor, Subcontractors or sub-subcontractors, anyone employed by any of them or anyone for whose acts any of them may be liable, except the Contractor will not be required to indemnify and hold the County harmless if such claim, damage, loss and expense is the result of the sole negligence of the County, or anyone employed by the County or anyone for whose acts the County may be liable. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Contract.
- B. In all claims against the County, or any of its public officials (elected and appointed), successors and successors in interest, officers, agents, attorneys, and employees by any employee of Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, no indemnification obligation shall be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor, or any Subcontractor or sub-

subcontractor under Florida's Workers' Compensation acts, disability benefit acts, or other employee benefit acts.

- C. Contractor's indemnification obligations under this Section, Limitation of Liability and Indemnification of County, are subject to County or the indemnified party giving Contractor (a) prompt written notice of any indemnifiable claim; (b) reasonable assistance in Contractor's defense of the indemnifiable claim; and (c) sole authority to defend or settle the indemnifiable claim, provided that County or the indemnified party shall have the right to approve any settlement of an indemnifiable claim to the extent such settlement imposes any obligations on County or the indemnified party. County, or the indemnified party, may retain its own legal counsel at its own expense to monitor such litigation.
- D. **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 Article of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity of limits of liability of County beyond any statutory limited waiver of immunity of limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of County for damages regardless of the number or nature of claims in tort, equity, or contract shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit on any third party for the purpose of allowing any claim against County which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.
- E. **Infringement Claim.**
1. For all licensed software or derivate works of the licensed software used by County under the resulting Contract, Contractor 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 Contractor's licensed software or applications that are owned and licensed by Contractor 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.
 2. In the event of an infringement claim, Contractor 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. Contractor shall have no obligation under this Section, Limitation of Liability and Indemnification of County, if the

infringement claim is based upon the use of the system in combination with other hardware or software applications not furnished by Contractor, or if such a claim arises from County's modification of the system without the authorization of Contractor.

3.36. Records & Right to Audit

The Contractor shall maintain such financial records and other records as may be prescribed by the County or by applicable federal and state laws, rules, and regulations. The Contractor shall retain these records for a period of three (3) years after final payment, or until they are audited by the County, whichever event occurs first. These records shall be made available during the term of the Contract and the subsequent three (3) year period for examination, transcription, and audit by the County, its designees, or other entities authorized by law.

3.37. Change in Scope of Services/Work

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

3.38. Modifications Due to Public Welfare or Change in Law

The County shall have the power to make changes in the Contract as the result of changes in law and/or Ordinances of Volusia County to impose new rules and

regulations on the Contractor under the Contract 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 Contractor notice of any proposed change and an opportunity to be heard concerning those matters. The Statement of Work 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 Contractor. In the event any future change in Federal, State, or County law or the Ordinances of Volusia County materially alters the obligations of the Contractor, or the benefits to the County, then the Contract shall be amended consistent therewith. Should these amendments materially alter the obligations of the Contractor, then the Contractor or the County shall be entitled to an adjustment in the rates and charges established under the Contract. Nothing contained in this Contract shall require any party to perform any act or function contrary to law. The County and Contractor agree to enter into good faith negotiations regarding modifications to the Contract 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 Contract, the County and the Contractor shall negotiate in good faith, a reasonable and appropriate adjustment for any changes in services or other obligations required of the Contractor directly and demonstrably due to any modification in the Contract under this clause.

3.39. Right to Require Performance

- A. The failure of the County at any time to require performance by the Contractor of any provision hereof shall in no way affect the right of the County 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 Contractor to deliver services in accordance with the Contract terms and conditions, the County, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.

3.40. Force Majeure

Neither party shall be liable for any failure or delay in the performance of its obligations under the Contract 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 Contract, acts of God, 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 Contract 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 Contract. Such notice shall be delivered or otherwise communicated to the other party within two (2) 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 statement of work shall be extended for a period of time equal to the time lost by reason of such cause through execution of a Change Order pursuant to the terms of the Contract.

3.41. Contractor's Personnel

- A. The Contractor shall be responsible for ensuring that its employees, agents, and Subcontractors comply with all applicable laws and regulations and meet all federal, state, and local requirements related to their employment and position.
- B. By submission of a proposal, each Contractor certifies that it does not knowingly or willingly and will not during the performance of the resulting Contract employ illegal alien workers (i.e., non-U.S. citizens who have not been issued valid, appropriate, and current non-immigrant work visas, Form I-551s, or other similar governmental documentation necessary to authorize such persons to reside and perform compensated work or services, whether temporarily or permanently, within the United States) or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986, as amended.
- C. During the performance of the Contract, the Contractor shall agree to the following:
 - 1. The Contractor 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 Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.
- D. 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.
 - E. The Contractor shall include the provisions of the foregoing paragraphs above in every subcontract or purchase order so that the provisions will be binding upon each Subcontractor.
 - F. The Contractor and any Subcontractor shall pay all employees working on the awarded Contract not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794), as amended.
 - G. Any information concerning the County, its products, services, personnel, policies, or any other aspect of its business learned by the Contractor or personnel furnished by the Contractor in the course of providing services pursuant to the Contract, shall be held in confidence and shall not be disclosed by the Contractor or any employee or agents of the Contractor or personnel furnished by the Contractor, without the prior written consent of the County.

3.42. Disadvantaged Business Enterprise Program

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

3.43. Performance and Payment Bonds

- A. Contractor shall furnish Performance and Payment Bonds, prior to performing any work under the Contract in an amount equal to the total value of the project including any amendments or change orders made thereto pursuant to the order or other documentation executed by the parties, in strict accordance with FL Statute, §255.05. Failing to do so, shall constitute a material breach of this Contract. The Bonds shall be secured from or countersigned by an agency or surety company recognized in good standing and authorized to do business in the State of Florida.

- B. Simultaneously with the delivery of the executed Contract to the County, a Respondent to whom a Contract has been awarded must deliver to the County, executed, separate performance and payment bonds on the prescribed forms, each in an amount of one hundred percent (100%) of the Contract price of the accepted proposal as security for the faithful performance of this Contract and for the payment of all persons performing labor or furnishing materials in connection therewith. The performance and payment bonds shall have as the surety thereon only such surety company or companies as are authorized to write bonds of such character and amount under the laws of the State of Florida and with a resident agent in Florida. The Attorney-in-Fact or other officer who signs performance and payment bonds for a surety company must record with such bonds a certified copy of his Power-of Attorney authorizing him/her to do so.

3.44. Claim Notice

The Contractor 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 Contractor 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 Contractor operations at the County project site. The designated representative for the County shall be:

Name: County of Volusia, Florida
Personnel/Risk Management Division
Address: 230 North Woodland Boulevard, Suite 250
DeLand, Florida 32720
Telephone: 386-736-5963
Fax: 386-822-5006

3.45. County/Respondent Relationship

The County of Volusia reserves the right to award one or more Contracts to provide the required services as deemed to be in the best interest of the County.

Any awarded Contractor 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 Contractor the awarded Contractor 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 Contractor shall be responsible for all income tax, FICA, and any other withholdings from its employees or Subcontractor's wages or salaries. Benefits for same shall be the responsibility of the Contractor including, but not limited to, health and life insurance, mandatory social security, retirement, liability/risk coverage, and worker's and unemployment compensation.

The independent Contractor 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.

3.46. Copyright Clause

All concepts, all footage, all intermediate products, and the final video product shall be considered "works for hire" as defined in the copyright law of the United States, and shall be the exclusive property of the County of Volusia, Florida, and may be used as deemed necessary by the County. Any Contract(s) issued pursuant to this RFP shall be considered "work for hire" Contracts. All intellectual property rights, including copyrights, belong solely and exclusively to the County of Volusia, Florida, and the County shall have the exclusive rights to use and exploit copyrights and licenses to the extent permitted by the copyright law and Florida statutes.

3.47. New Material

Unless otherwise provided for in this specification, the awarded Contractor represents and warrants that the goods, materials, supplies, or components offered to the County under this RFP solicitation are new, not used or reconditioned. The Contractor represents that these goods, materials, supplies, or components are not of such age or so deteriorated as to impair their usefulness or safety and that the goods, materials, supplies, or components offered are current production models of the respective manufacturer. If the Contractor believes that furnishing used or reconditioned goods, materials, supplies, or components will be in the County's interest, the Contractor shall notify the County Procurement Analyst in writing no later than ten (10) working days prior to the date set for opening of proposals. The notice shall include the reasons for the request and any benefits that may accrue to the County if the Procurement Analyst authorizes the inclusion of used or reconditioned goods, materials, supplies, or components.

3.48. Damages

Due to the nature of the services to be provided and the potential impact to the County for loss, the Contractor cannot disclaim consequential or special damages related to the performance of this Contract. The Contractor shall be responsible and accountable for any and all damages, directly or indirectly, caused by the actions or inaction of its employees, staff, or Subcontractors. There are no limitations to this liability.

3.49. Proposal Acceptance/Rejection

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

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

3.50. Proposal Acceptance Period

Any Proposal in response to this RFP shall be valid through **December 30, 2015**. 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 December 30, 2015.

3.51. Ownership of Intellectual Property

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

3.52. Maintenance/Operational Manuals

The Contractor shall provide an operations and maintenance manual with each piece of equipment when the project is completed.

3.53. Software Releases/Upgrades during Warranty & Term of Maintenance Agreement

The County shall be entitled to any and all releases of the software and upgraded versions of the software covered in the Contract that becomes available from the successful Contractor at no charge during the warranty period and through the duration of the maintenance agreement period. The maximum charge for any upgrade after the expiration of the warranty period and the software maintenance agreement period shall not exceed the total difference between the cost of the County's current version and the price at which the Contractor sells or licenses the upgraded software under similar circumstances. If software is customized for the County, the Contractor shall be compensated at an agreed-upon rate.

3.54. Term of Software License

Unless otherwise stated in this RFP, the County expects that the software

license(s) identified in the pricing schedule shall be available to the County for purchase or lease on a perpetual basis. However, the County reserves the right to terminate the license at any time, although the mere expiration or termination of the awarded Contract shall not be construed as intent to terminate the license unless specifically so stated. CANCELLATION OF A PORTION OF THE PERPETUAL LICENSE SHALL NOT AFFECT THE PERPETUAL LICENSE OF ANY OTHER PORTION OF THE SOFTWARE. ALSO, CANCELLATION OF MAINTENANCE SUPPORT ON SOME OR ALL OF THE SOFTWARE PURCHASED SHALL NOT AFFECT THE PERPETUAL LICENSE OR BE A CAUSE FOR REPRICING OF ANY LICENSE. The County further reserves the right to transfer all rights under the license to another governmental agency to which some or all of its functions are transferred.

3.55. Third Party Acquisition of Software

The Contractor shall notify the County in writing should the intellectual property, associated business, or all of its assets be acquired by a third party and agree that the contract's terms and conditions, including any and all license rights and related services, will not be affected by any such acquisition. The Contractor must agree that prior to completion of the acquisition, the Contractor shall obtain, for the County's benefit and deliver thereto, the assignee's agreement to fully honor the terms of the awarded Contract.

3.56. Title to Software

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

3.57. Software

The successful Contractor shall warrant that all licensed software shall perform in all material respects in accordance with the requirements and specifications as stated in this RFP and any statement of work that is a deliverable or product of this RFP on the hardware and third-party software specified by the Contractor. That is, the detailed requirements as stated in this RFP and Respondent's response shall become part of the awarded Respondent's Contract and shall be warranted as such. The Contractor shall warrant that the content of its proposal accurately reflects the software's capability to satisfy the Scope of Services as included in this RFP. Furthermore, the warranty shall be valid for a period of twelve (12) months at minimum from Final Project Acceptance. The County shall look more favorably at Respondents with warranty periods longer than the minimum specified herein.

The Contractor shall also warrant that the software and accompanying documentation do not infringe on the patent, copyright, trademark, or other proprietary rights of any third party and that the Contractor has undisputed title to such software and documentation; that the software is the Contractor's most recent release, and that the software is free from defects in workmanship and material, and is in conformance with all specifications set forth in the Contract, the Contractor's proposal, and the software documentation.

3.58. Source Code in Escrow

In the event the Contractor ceases to maintain experienced staff and the resources needed to provide any required software maintenance, the County shall be entitled to have, use, and duplicate for its own use, a copy of the source code and any other Software required for a fully operational recovery, along with all documentation for the software products covered by the Contract. Until such time as a complete copy of such material is provided, the County shall have exclusive right to possess all physical embodiments of such Contractor-owned materials. The rights of the County in this respect shall survive for a period of twenty (20) years after the expiration or termination of the awarded Contract. All lease and royalty fees necessary to support this right are included in the initial license fee as contained in the pricing schedule. All Respondents shall provide a copy of the Software Escrow Agreement each currently provides for software under Tab 12, or indicate that an agreement shall be provided. Alternatively, Respondents may provide a statement that the County will be provided, upon award of Contract, a copy of the source code, documentation, and any other software required to produce a fully operational and recovered system. All copies provided to the County or stored in Escrow shall be maintained at the most current version of the Contractor's application software along with any other software, implementation instructions, and license keys required to operationally recover the County systems, should the Contractor default. In lieu of an Escrow Agreement, Respondents may provide the County with other options for consideration.

3.59. Warranty

A warranty is required for the software, services, and overall solution provided in responses to this RFP by the Respondents. A warranty is also required on hardware provided by the Respondents. The County's standard is to purchase server hardware with sufficient CPU, memory, and disk storage to support ten (10) years of operational use without requiring any upgrades. THE EXTENT OF THE WARRANTY COVERAGE AND PRICING SHALL BE EVALUATED AS PART OF THE EVALUATION PROCESS.

3.60. Product Defect

Product defect shall be handled in accordance with Florida Statute 101.56065, Voting system defects; disclosure; investigations; penalties.

The County may elect to levy liquidated damages as may be established in the awarded Contract or withhold final payments in the case that the system proves unreliable or does not perform. The County may terminate the Contract for this cause.

3.61. De-certified Equipment

De-certified equipment will be returned to the Contractor. All costs associated with decertified equipment will not be paid by the County.

3.62. Return of Assets

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

3.63. Excessive Downtime

Equipment or software furnished under the Contract shall be capable of continuous operation in accordance with the minimum requirements.

3.64. Reporting During Process

- A. The Contractor shall deliver all reports to and respond, orally and/or in writing, to all inquiries from the County's Project Manager and/or Designated Representative. The County's Project Manager and Designated Representative shall be identified upon award.
- B. The Contractor shall provide periodic progress reports. The specific report schedule will be determined during Contract negotiations and prior to award of final Contract. The progress report shall be made available in an electronic format compatible with Microsoft Word, outlining the following:
 - 1. The status of all project tasks;
 - 2. A summary of any meetings and/or training held during the reporting period;
 - 3. An indication of any delays or anticipated delays in meeting target completion dates;
 - 4. An explanation of the reasons for any delays or anticipated delays; and
 - 5. A proposed plan to resolve issues and delays.

3.65. Software Maintenance

The Contractor shall provide all necessary software maintenance on a turnkey basis for an initial term of ten (10) years. Software maintenance shall continue thereafter on an annual basis and may be renewed by mutual written agreement of both parties for additional periods agreed upon by both parties. After the initial ten (10) year term the annual cost for software maintenance may only increase annually by the lesser of five percent (5%) or the Bureau of Labor Statistics, Table 5, Compensation (<http://www.bls.gov/news.release/eci.t05.htm>), Professional, Scientific, and Technical Services Index for the applicable year (not seasonally adjusted). Services may be performed on site as mutually agreed upon. The Contractor shall be responsible for their software tuning, patches, diagnosis, recovery, and version upgrades as needed. The Contractor shall work directly with the County on application modifications, diagnosis, recovery, customization, configuration, and how-to questions.

3.66. Hardware Maintenance

The Contractor shall provide all necessary hardware maintenance for an initial term of ten (10) years direct from the hardware manufacturer for any hardware the Contractor provides to the County.

3.67. Other Technical Maintenance

The Contractor shall provide all necessary maintenance on all components or aspects of the proposed Turnkey Solution for an initial minimum term of ten (10) years. Maintenance shall continue thereafter on an annual basis and may be renewed by mutual written agreement of both parties for additional periods agreed upon by both parties. After the initial minimum ten (10) year term, the annual cost for server and software maintenance may only increase annually by the lesser of five percent (5%) or the Bureau of Labor Statistics, Table 5, Compensation (<http://www.bls.gov/news.release/eci.t05.htm>), Professional, Scientific, and Technical Services Index for the applicable year (not seasonally adjusted). Services may be performed remotely or on site as mutually agreed.

3.68. RFP Order of Precedence and Turnkey Solution

Technological solicitations are based on specifications as detailed in Section 2.0, Scope of Services. These specifications may be accompanied by drawings or schematics and a bill of materials for clarification purposes. The specifications (first) take precedence over the drawings or schematics (second) and the bill of materials (third). Respondents are responsible for providing a turnkey solution based on the specifications. Respondents shall be responsible for the cost of any system component, including but not limited to hardware, software, or services, which are not included by the Respondent's proposal, but are required to deliver the requested Turnkey Solution specified in the Scope of Services.

3.69. Direct Manufacturer Model Replacements and Technological Changes

Models are expected to change as product lines evolve with technological improvements. Direct manufacturer replacement models are acceptable as long as they have been certified by the State of Florida Division of Elections and the direct manufacturer replacement models shall work with the proposed system. The direct manufacturer replacement models shall be equivalent or better than the original proposed model to be replaced. The direct manufacturer replacement model unit price shall be the same or lower than the original proposed model to be replaced. NOTE: Any replacement models must meet requirements this RFP's Scope of Services minimum qualifications as noted in **EXHIBIT A – Statement of Work.**

4.0. SUBMITTAL REQUIREMENTS

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

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

Submittal Format – Material shall be submitted in a loose leaf binder format, not as bound documents or with coil spines (plastic or metal). Respondents shall not submit material in any binder that exceeds two inches (2"); provide proposal in multiple binders if required.

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

All proposals shall include at a minimum:

4.1. Tab 1 – Submittal Letter and Respondent's Profile

- A. A submittal letter signed by an authorized agent of the firm, as listed on the Florida Department of State, Division of Corporations' Sunbiz report available at www.sunbiz.org (Sunbiz), shall be required. If anyone other than the officers listed on the Sunbiz website will be signing this RFP, a memorandum of authority signed by an officer of the firm allocating authorization shall be required. If firm is not currently registered as a vendor in the State of Florida (Sunbiz), include documentation designation of contracting authority. The memorandum of authority shall be on the

firm's letterhead and shall clearly state the name, title and contact information for the individual designated by the firm.

- B. A brief profile of the firm, including:
1. A brief history of the business;
 2. Organizational structure of business;
 3. Designation of the legal entity by which the business operates (i.e., sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, etc.);
 4. Ownership interests;
 5. Active business venues (counties, states, etc.);
 6. Present status and projected direction of business;
 7. The overall qualifications of the business to provide the services requested;
 8. Documentation from the appropriate state's agency confirming firm's legal entity type (i.e., Sole Proprietorship, Partnership, Limited Liability Partnership, Corporation, Limited Liability Corporation, etc.). For non-Florida businesses submit documentation from the state in which the business was formed and documentation from the State of Florida providing authorization to perform business in the state of Florida, and;
 9. Provide a Florida Department of State, Division of Corporations' Sunbiz report for your firm, which is available at www.sunbiz.org.

Note: If Respondent is not registered with the Florida Department of State, Division of Corporations', upon notification of recommendation of award, the Respondent is required to register with the Florida Department of State, Division of Corporations' at www.sunbiz.org to do business with the County of Volusia.

4.2. Tab 2 – Forms

- A. **Completed RFP Proposal Form (use attached form Section 5.0)**
- B. **State of Florida Division of Elections' Certification and/or Pending Certification Documentation**
- C. **Business Tax Receipt (BTR)**

To be responsive to this solicitation, each Respondent who is currently required to have a Business Tax Receipt (BTR) at the time of submittal shall provide a copy of their current BTR in their **response** to this solicitation.

There are two exceptions to this requirement:

1. If Respondent's business does not have a physical location in Volusia County, no submission is required, *OR*
2. If Respondent's business type is exempt, submit a Proof of Exemption approved by the Volusia County Revenue Director (**use attached form Section 8.0**).

Reference: Chapter 114, Article I, Section 114-1 of the Volusia County Code of Ordinances: <http://www.volusia.org/services/financial-and-administrative-services/revenue-services/local-business-tax/business-tax-frequently-asked-questions.shtml>

D. Insurance

Attach evidence of required insurance coverage or proof of insurability in the amounts indicated in Section 2.32. If available, a properly completed ACORD Form is preferable. Final forms must contain the correct solicitation and/or project number, name the Volusia County contact person, and show the County of Volusia as additional named insured.

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

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

E. Taxpayer Identification Number (TIN) and Certification Form

Include a completed TIN form with the federal identification number of firm. If the firm is not registered with Volusia County, on-line registration is available at www.volusia.org/purchasing under Vendor Self Service, which links to the registration site and the TIN form can be accessed through this site as well.

F. Addenda

Any addenda issued subsequent to the release of this solicitation must be signed and returned with the firm's proposal. Failure to return signed addenda may be cause for the proposal to be considered non-responsive.

G. Conflict of Interest Form (use attached form Section 9.0)

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

H. Drug-Free Work Place (use attached form Section 10.0)

I. Certification Regarding Debarment (Prime) (use attached form Section 11.0)

J. Certification Regarding Debarment (Sub) (use attached form Section 12.0)

K. Performance Bond (use attached form Section 13.0)

L. Payment Bond (use attached form Section 14.0)

4.3. Tab 3 – References

The Respondent shall complete the form provided in Section 8.0 and include in Tab 3.

List three (3) clients utilizing Respondent's system within the past five (5) years, with descriptions and supporting information. The preferred references are those which utilize the Respondent's system in an environment equivalent with the operational functionality of the County. Include the company name, year installed, and client contact with phone number and e-mail address, as staff will contact references as part of the evaluation. Respondent shall confirm that reference contact information is correct and inform references that Volusia County may be contacting them as part of the RFP evaluation. Unless specifically asked by the County, the County of Volusia shall *not* be listed as a reference.

4.4. Tab 4 - Project Understanding (4 pages max.)

A. The Respondent shall complete **EXHIBIT B – Statement of Work Matrix** and include in Tab 4.

B. Respondent shall clearly summarize project objectives, scope of services, and anticipated deliverables.

- C. Respondent shall clearly summarize the anticipated benefits to the County for using the Respondent's proposed solution.
- D. Respondent shall clearly summarize how the proposed solution provides for cost effective implementation and upgrade methods.
- E. Respondent shall clearly summarize how future upgrades shall keep the County current with evolving technologies and mandated State of Florida requirements.

4.5. Tab 5 - Conceptual Plan (8 pages max.)

A. Brief Solution Narrative

The Respondent shall provide a brief narrative summarizing the Respondent's solution. The summary shall contain as little technical language as possible and shall be oriented to non-technical personnel. There shall be a clear identification of any third party software providers with details of what role each party shall perform. Describe the support of third party products (if any) that have been customized and are not supported by the third party vendor, but bundled with the application.

B. Conceptual Implementation Services Plan

The Respondent shall provide a conceptual plan for implementation services in accordance with **EXHIBIT I – Schedule of Events**. The implementation plan shall include the following elements: the estimated implementation timeframe; an overview of the project phases and major milestones; the timeframe for acquisition of hardware and software; the specific software modules that are included in each phase of the implementation; a matrix of proposed roles/responsibilities for County staff and the Respondent; and all project assumptions. After award of the Contract, the Contractor shall be expected to complete an analysis of existing systems, identify gaps that need to be addressed prior to beginning implementation, and shall work with County staff to develop prototype sessions for different functional areas.

C. Conceptual Training Plan

The Respondent shall provide a conceptual training plan including duration and strategy for functional area experts, division users, and administrators. This training may be a combination of standard and customized courses. All customized training with additional costs shall be clearly marked in the cost proposal. The Respondent shall describe methods available to track which users need training by specific task, whether training has been completed, and when refresher training should be scheduled. The training plan shall clearly state whether instructors are

employees of the Respondent or are third party providers.

D. Conceptual Change Management Plan

The Respondent shall provide a conceptual change management plan that includes methodology for determination of impact, methods of responding to the change and potential resistance, and communication and planning. The change management plan shall describe how transition management issues can be minimized and describe how appropriate staffing levels shall be determined and maintained.

4.6. Tab 6 - Product Vision (2 pages max.)

- A. The Respondent shall describe the development language and platform used for software development. The Respondent shall disclose the evolution of the software functionality. Discuss the methods by which clients are kept informed of new releases, builds, known bugs and fixes, and any additional information the Respondent deems appropriate. The description shall also include anticipated deliverables for at least the next two (2) years. The Respondent shall describe how enhancements to software are prioritized and by whom.
- B. The Respondent shall provide information about current and anticipated research and development efforts. This information shall include specifics about the proposed system components as well as breakdowns by product function.

4.7. Tab 7 – Equipment Specifications Matrix & EMS Server/Client Components

The Respondent shall complete **EXHIBIT C – Equipment Specifications Matrix** and **EXHIBIT D – Election Management System Server/Client Components**. These Exhibits shall be included in Tab 7.

4.8. Tab 8 – Resources & Qualifications of the Respondent’s Personnel (4 pages max.)

- A. The Respondent shall provide information on the proposed Project Manager’s qualifications and experience that shall be assigned to this project.
- B. The Respondent shall provide an organization chart showing the reporting structure and where the proposed project would be assigned within the organization.
- C. The Respondent shall describe its proposed project team including personnel and their qualifications.
- D. The Respondent shall identify the total number of Respondent's technical

personnel required to configure its product, test its system on-site at the County, provide training (knowledge transfer) to County staff; and implement the production system.

- E. The Respondent's technical support shall be able to provide proven certification and training on the delivered system.
- F. The Respondent shall provide tuning, performance, diagnosis, resolution of problems, and creation of the reporting environment.
- G. The Respondent shall identify the total number of Respondent's technical personnel required to customize/configure (if required) its product, convert the data, test its system on-site at the County, provide training (knowledge transfer) to County staff; and implement the production system. The Respondent's technical support shall be able to provide proven certification and training on the delivered system.
- H. The Respondent shall provide all database administrator (DBA) services for the project including, but not limited to, database creation, database definitions, tuning, performance, diagnosis, resolution of problems, and creation of the reporting environment.
- I. The Respondent shall describe the staffing required to maintain and operate the Turnkey Solution.

4.9. Tab 9 – Resources to be Provided by the County (2 pages max.)

The Respondent shall list any resources or other items expected to be provided by the County. All County staffing requirements within the project shall be detailed, including the specific tasks to be performed and estimated amount of required time by staff and staff type.

4.10. Tab 10 – Additional Information (25 page max.)

The Respondent shall include and reference all supporting information, report, and screen formats that Respondent believes relevant to understanding its software. These could include but are not limited to:

- A. System inputs and outputs – demonstrate the required inputs and their formats. Also, give a sample of some of the key outputs (reports and screens) that the system can generate.
- B. Capabilities and description of system logic –discuss the proposed system's logic and general capability.
- C. Ownership rights – describe the rights of purchaser of software. Topics such as "access to" code, understanding of logic, and format of files shall be addressed.

- D. Access rights and control – describe system security regarding the rights of software access privileges and control of information by proposed module. Describe security dependencies on Windows Active Directory and/or other operating system or database software.

4.11. Tab 11 - Cost Proposal

The Respondent shall complete **EXHIBIT N - Voting System Cost Proposal** and include in Tab 11.

- A. Include all software necessary to provide the functionality required, including but not limited to license fees (it is understood that the costs included in **EXHIBIT N** may not reflect the final cost for all licenses insofar as the ultimate number of licenses shall not be finalized until Contract negotiation and execution).
- B. Include all itemized costs for and associated with the Voting Site Device, the Central Count Scanner/Tabulator and the Election Management System, from **EXHIBIT A** and optional itemized costs as well.

4.12. Tab 12 – Respondent’s Agreements and Warranty Details

- A. The Respondent shall complete Warranty (Proposed Services) in **EXHIBIT E** and include in Tab 12.
- B. The Respondent shall include all agreements that the Respondent proposes to be signed by the County. Agreements shall be specific to the solution proposed, not merely blank or generic forms. The Respondent shall clearly indicate if these agreements or, specifically, what portions of the agreement, are subject to negotiation. These agreements and the flexibility of the Respondent shall be considered during the evaluation of the Proposal.
- C. The Respondent shall include all details on warranty offered on proposed hardware and software. Warranty documents shall be specific to the proposed solution, not a generic form.
- D. For those Respondents proposing the use of a Software Escrow Agreement, the Respondent shall provide a copy of the Software Escrow Agreement or indicate that an agreement shall be provided.
- E. The County’s standard is to purchase server hardware with sufficient CPU, memory, and disk storage to support ten (10) years of operational use without requiring any upgrades. For those Respondents proposing a VCDOE Operated Server Environment Solution, the Respondent shall include details on how the Respondent shall warranty or certify that the equipment specifications provided shall be sufficient to operate the

solution for ten (10) years without hardware upgrade. Provide details on what resolutions shall be available if the performance degrades or storage is consumed prior to ten (10) years of operation.

Note: all proposed agreements shall be included on the CD or USB drive in word format, clearly marked as a separate file.

4.13. Tab 13 – Maintenance and Support (4 pages max.)

- A. The Respondent shall complete Support & Support Personnel (Services) in **EXHIBIT F** and include in Tab 13.
- B. The Respondent shall provide a proposal to provide implementation support services. The Respondent shall describe how application maintenance and support shall be provided for the first ten (10) years following Final Project Acceptance including which components of the proposed solution shall be included in the maintenance and support agreement
- C. The Respondent shall provide detailed definitions of the terms “upgrade” and “update.” The Respondent shall state whether either or both of these are included as part of maintenance and support at no charge. The Respondent shall detail how baseline product software releases, which are provided periodically to address technical, functional, regulatory changes, or changes to business practices, will be provided to the County and what documentation updates will be provided to the County with a release.
- D. The Respondent shall provide a complete schedule of how issues and defects shall be prioritized and corrected. The Respondent shall include a ranking scale, definition of what types of problems are included, and how and when the issue shall be resolved. The Respondent shall state whether these enhancements are provided as an upgrade at no charge
- E. The Respondent shall provide details of support to be provided to the County such as Internet access to a secure web site, help desk support.
- F. The Respondent shall describe how user groups are established and what support the Respondent provides to the user group and describe the frequency and location of client forums or seminars.

4.14. Tab 14 – Definitions

The Respondent shall include definitions of all terms required to fully define all aspects of the proposed system. The Respondent shall identify any conflicting definitions in the RFP and the proposal and shall provide a proposed definition along with a detailed justification for the conflict. **THE RESPONDENT SHALL NOT SUBMIT A DICTIONARY OF COMMONLY USED TERMS, ONLY THOSE**

DEFINITIONS THAT ARE UNIQUE TO THE PROPOSED SOFTWARE SOLUTION.

4.15. Tab 15 – Financial Statement

All Respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year. A third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted in lieu thereof. The County will obtain a Dunn & Bradstreet report.

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5.0. PROPOSAL FORM

TO: County of Volusia, Florida _____, 2015
Office of Purchasing and Contracts Director
123 W. Indiana Avenue, 3rd Floor
DeLand, FL 32720-4608

The undersigned hereby declare(s) that [firm name] _____ has carefully examined the specifications to furnish a Voting System for which proposals were advertised to be received **no later than 3:00 p.m., local time, Tuesday, January 27, 2015**, and further declare that [firm name] _____ will furnish the Voting System according to specifications.

The County reserves the right to negotiate with the award vendor(s) for additional items similar in nature not known at time of closing.

Sole Proprietor: YES NO Total number employees: _____

F.O.B. Destination, freight allowed

Delivery shall be in accordance with Exhibit I – Schedule of Events: YES NO

Prompt payment discount, if applicable: _____ % _____ Days; Net 45 Days

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

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

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

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

I hereby certify that I have read and understand the requirements of this Request for Proposal No. **15-P-17TF** and, that I, as the Respondent, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any Contract(s) and/or other transactions required by award of this RFP.

Further, as attested to by below signature, I will provide the required insurance, per §3.23, *Insurance*, upon notification of recommendation of award.

x

Authorized Signature

Printed Name

Title Date

Company Name

Full Address

Telephone Fax E-mail Address

Dunn & Bradstreet # Federal I.D. #

SUBMITTAL CHECKLIST FORM

Have you supplied all the Submittal Requirements outlined below?

Tab 1 - Respondents Submittal Letter & Profile (A & B)

- Submittal Letter
- Memorandum of Authority as Required or Memorandum of Authority Not Required
- Respondents Profile Items 1 thru 7
- Respondents Profile Item 8 - From FL state agency or From non-FL state agency and FL authorization to do business
- Respondents Profile Item 9 - Sunbiz Report or Will obtain Sunbiz Report

Tab 2 – Forms (A thru L)

- Completed and executed RFP Proposal Form (use Section 5.0)
- State of Florida Division of Elections Certification Documentation or Pending Florida Certification Documentation
- BTR-Physical location in Volusia County or Exemption-Physical location in Volusia County or Not Required-No physical location in Volusia County
- Proof of Insurance or Proof of Insurability
- Tax Identification Number and Certification Form
- All addenda pertaining to this RFP
- Conflict of Interest Form (use Section 9.0)
- Drug Free Workplace Form (use Section 10.0)
- Certification Regarding Debarment (Prime) (use Section 11.0)
- Certification Regarding Debarment (Sub) (use Section 12.0)
- Performance Bond (use Section 13.0)
- Payment Bond (use Section 14.0)

Tab 3 - References

- References Form (use Section 6.0)

Tab 4 – Project Understanding-(A thru E)

- Item A-EXHIBIT B (not counted towards 4-page maximum)
- Items B thru E 4-page maximum

Tab 5 – Conceptual Plan

- Solution Summary, Implementation Services Plan, Training Plan, Change Management 8-page maximum

Tab 6 – Product Vision

- Voting System Components-Evolution, 2-Year Plans, R&D Efforts 2-page maximum

Tab 7 – Equipment Specifications Matrix and EMS Server/Client Components

- EXHIBIT C
- EXHIBIT D

Tab 8 – Resources and Qualifications of the Respondent's Personnel

- Project Manager, Organizational Chart, Project Team 4-page maximum

Tab 9 – Resources to be Provided by the County

- Staffing Requirements, Other Resources Needed 2-page maximum

Tab 10 – Additional Information

- Items A thru D 25-page maximum

SUBMITTAL CHECKLIST FORM (cont.)

Tab 11 – Cost Proposal

- EXHIBIT N-6 spreadsheets (please provide in Excel format and in PDF format)

Tab 12 – The Respondent’s Agreements and Warranty Details

- EXHIBIT E
- Proposed Agreements to be Signed by County including notation of what portions are negotiable (please provide with submitted proposal and on CD or USB drive)
- Warranty Documentation (please provide with submitted proposal and on CD or USB drive)
- Software Escrow Agreement provided (please provide with submitted proposal and on CD or USB drive) or Will be provided if contract awarded or Not Applicable
- VCDOE Operated Server 10-year Solution

Tab 13 – Maintenance and Support

- EXHIBIT F (not counted towards 4-page maximum)
- Implementation Support Services; 10-yr Maintenance & Support; Definitions; Upgrades; Defects; User Groups 4-page maximum

Tab 14 – Definitions

- Definitions of Terms Unique to Proposed Voting System

Tab 15 – Financial Statement

- Prepared to provide Financial Statement Upon Request

Proposal Submission (Section 3.8, Proposal Form)

- One (1) complete set of the hard copy marked “ORIGINAL”
- Six (6) complete sets of the hard copy marked “COPY”
- One (1) complete electronic copy on a CD or USB drive in PDF format (Excel spreadsheets shall be recorded in PDF format and Excel format)
- This Submittal Checklist Form

6.0. REFERENCES

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

7.0. NOTIFICATION REGARDING PUBLIC ENTITY CRIME & DISCRIMINATORY VENDOR LIST REQUIREMENTS & DISQUALIFICATION PROVISION

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

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

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

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

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

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

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

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

8.0. PROOF OF EXEMPTION



**FINANCIAL AND ADMINISTRATIVE SERVICES
REVENUE DIVISION**

123 W. INDIANA AVE. • ROOM 103 • DELAND, FL 32720-4602
PHONE: 386-736-5938 • FAX: 386-822-5729
<http://volusia.org/revenue/>

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

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

<http://www.volusia.org/services/financial-and-administrative-services/revenue-services/local-business-tax/business-tax-frequently-asked-questions.stml>

OR is the type of business indicated below:

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

(Authorized Signature)

(Printed Name)

STATE OF _____

COUNTY OF _____

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

NOTARY PUBLIC – STATE OF _____
Type or print name:

Commission No.: _____
Commission Expires: _____

(Seal)

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

Revenue Director

9.0. CONFLICT OF INTEREST FORM

I HEREBY CERTIFY that:

1. I, (*printed name*) _____, am the (*title*) _____ and the duly authorized representative of the firm of (*Firm Name*) _____ whose address is _____, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, Contracts, or interests associated with this project; and,
3. This 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.

EXCEPTIONS to items above (List): _____

Signature: _____

Printed Name: _____

Firm Name: _____

Date: _____

STATE OF _____

COUNTY OF _____

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

NOTARY PUBLIC – STATE OF _____

Type or print name:

Commission No.: _____

Commission Expires: _____

(Seal)

10.0. DRUG-FREE WORK PLACE

The undersigned firm, in accordance with Florida statute 287.087, hereby certifies that _____ does:

(Name of Firm)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Name and Title

Date

Signature

Firm

Street address

City, State, Zip

11.0. CERTIFICATION REGARDING DEBARMENT (PRIME)

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

TO BE COMPLETED BY PRIME CONTRACTOR

- A. The prospective primary participant (contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors and suppliers):
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 2. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 4. Have not within a three-year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid proposal.

Name and Title

Date

Signature

Firm

Street address

City, State, Zip

12.0. CERTIFICATION REGARDING DEBARMENT (SUB)

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

TO BE COMPLETED BY ALL SUB-CONTRACTORS

- A. The prospective participant (sub-contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors and suppliers):
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 2. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 4. Have not within a three-year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid proposal.

Name and Title

Date

Signature

Firm

Street address

City, State, Zip

13.0. PERFORMANCE BOND

STATE OF _____
COUNTY OF _____

Bond no.:

KNOW ALL MEN BY THESE PRESENTS that _____, as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at _____, Telephone number: _____, (hereinafter called "PRINCIPAL"), and _____, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at _____, Telephone number: _____ (hereinafter called "SURETY"), are held and firmly bound unto the County of Volusia, Florida, as OBLIGEE, a body corporate and politic and a subdivision of the State of Florida, whose address is County of Volusia, 123 West Indiana Avenue, DeLand, FL 32720, Phone: _____, (hereinafter called "COUNTY"), in the amount of _____ dollars and (____)/100 (\$____) for the payment whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____, 20____ (effective date), entered into a Contract with the County for:

15-P-17TF, Voting System

in accordance with drawings and specifications prepared by the County, which Contract is by reference made a part hereof and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if the Principal shall in all respects promptly and faithfully perform and comply with the terms and conditions of said Contract and its obligations thereunder and shall indemnify the County and the consulting architect/engineer and save either or all of them harmless against and from all costs, expenses, and damages arising from the performance of said Contract or the repair of any work thereunder, then this obligation shall be void; otherwise, this bond shall remain in full force and effect, in accordance with the following terms and conditions:

A. The Principal and Surety jointly and severally agree to pay the County any difference between the sum to which said Principal would be entitled on the completion of the Contract, and that sum which the County may be obliged to pay for the completion of said work by Contract or otherwise, and any damages, direct or indirect or consequential, including without limitation those for delay, expenses, costs, and attorney's fees including appellate proceedings, which said County may sustain on account of such work, or on account of the failure of said Principal to properly and in all things, keep and execute all of the provisions of said Contract.

B. This bond shall remain in full force and effect for a period of one (1) year from the date of acceptance of the project by the County and shall provide that the Principal guarantees to repair or replace for said period of one (1) year all work performed and materials and equipment furnished that were not performed or furnished according to the terms of the Contract, and shall make good defects thereof which have become apparent before the expiration of said period of one (1) year. If any part of the project, in the judgment of the County, for the reasons above stated needs to be replaced, repaired, or made good during that time, the County shall so notify the Principal in writing. If the Principal refuses or neglects to do such work within five (5) days from the date of service of such Notice, the County shall have the work done by others and the cost thereof shall be paid by the Principal or its Surety.

C. The said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive Notice of any change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

D. The surety presents and warrants to the County that it has an A.M. Best's Financial Strength Rating (FSR) of "A" or better on the Financial Strength Rating (FSR) and Class "X" or better.

(Remainder of page is blank)

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this _____ day of _____, A.D. 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Note: If the firm is a sole ownership or partnership, including limited liability company, two (2) witnesses are required to attest the signature. If the firm is a corporation, then the corporate secretary shall attest and affix the corporate seal (Attach power of attorney to original Bid bond and financial statement of Surety Company).

PRINCIPAL: ATTEST:

Signature

Corporate Officer & Title

Signature

Corporate Secretary (Affix Corporate Seal)

WITNESSES:

SURETY:

Attorney-in-Fact (signature)

Name & Title

Name of Local Resident Agent

City, State, Zip

Telephone:
A.M. Best No.: _____ NAIC No. : _____

ATTEST:

Signature

Corporate Secretary (Affix Corporate Seal)

WITNESS:

STATE OF _____
COUNTY OF _____

Before me this day personally appeared _____
(affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the _____
(corporate surety) and that this person has been authorized by _____
(corporate surety) to execute the forgoing bond on behalf of the Contractor named therein in favor of the County of Volusia, FL.

Signature of Affiant

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

NOTARY PUBLIC – STATE OF
Type or print name: _____
Commission No.: _____
Commission Expires: _____

(Seal)

END OF PERFORMANCE BOND

14.0. PAYMENT BOND

STATE OF _____
COUNTY OF _____

Bond No.:

KNOW ALL MEN BY THESE PRESENTS that _____, as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at _____, Tel.: _____, (hereinafter called "PRINCIPAL"), and _____, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at _____, Tel.: _____ (hereinafter called "SURETY"), are held and firmly bound unto the County of Volusia, Florida, as OBLIGEE, a body corporate and politic and a subdivision of the State of Florida, whose address is County of Volusia, 123 West Indiana Avenue, DeLand, Florida 32720, Phone.: _____, (hereinafter called "COUNTY"), in the amount of _____ dollars and (____)/100 (\$_____) for the payment whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____, 20____ (effective date), entered into a Contract with the County for:

15-P-17TF, Voting System

in accordance with drawings and specifications prepared by the County, which Contract is by reference made a part hereof and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if the Principal shall promptly make payments to all claimants, as herein below defined, then this obligation shall be void; otherwise, this bond shall remain in full force and effect, in accordance with the following terms and conditions.

A. A claimant is defined as any person supplying the Principal with labor, material, and supplies used directly or indirectly by the said Principal of any subcontractor in the prosecution of the work provided for in said Contract.

B. The above named Principal and Surety hereby jointly and severally agree with the County that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after performance of the labor or after complete delivery of materials and supplies by such claimant, may sue on this bond for the use of such claimant, prosecute the suite to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The County shall not be liable for the payment of the costs or expenses of any such suit.

C. No suit or action shall be commenced hereunder by any claimant:

1. Unless claimant, other than one having a direct Contract with the Principal, shall within ninety (90) days after such claimant's performance of the labor or complete delivery of materials and supplies, deliver to the Principal written notice of the performance of such labor or delivery of such material and supplies and the nonpayment therefore.

2. After the expiration of one (1) year from the performance of the labor or completion of delivery of the materials and supplies; it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitations shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

3. Other than in a State court of competent jurisdiction in and for the County or other political subdivision of the state in which the project or any part thereof is situated, or in the United States District Court for the district in which the project or any part thereof is situated, and not elsewhere.

D. The Principal and Surety jointly and severally shall repay the County any sum which the County may be compelled to pay because of any lien for labor or materials furnished for any work included in or provided by said Contract.

E. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration of or addition to the terms of the Contract or to the work to be performed thereunder or the specifications applicable thereto shall in any way affect its obligations on this bond, and the Surety hereby waives notice of any such change, extension of time, alteration of or addition to the terms of the Contract, or to the work or to the specifications.

F. The surety presents and warrants to the County that it has an A.M. Best's Financial Strength Rating (FSR) of "A" or better on the Financial Strength Rating (FSR) and Class "X" or better.

(Remainder of page is blank)

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this _____ day of _____, A.D. 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Note: If the firm is a sole ownership or partnership, including limited liability company, two (2) witnesses are required to attest the signature. If the firm is a corporation, then the corporate secretary shall attest and affix the corporate seal (Attach power of attorney to original Bid bond and financial statement of Surety Company).

PRINCIPAL:

Signature Signature

Corporate Officer & Title

ATTEST:

Corporate Secretary (Affix Corporate Seal)

WITNESSES:

SURETY:

Attorney-in-Fact (signature)

Name & Title

Name of Local Resident Agent

City, State, Zip

Telephone:

 A.M. Best No.: _____ NAIC No. : _____

ATTEST:

Signature

Corporate Secretary (Affix Corporate Seal)

WITNESS:

STATE OF _____
 COUNTY OF _____

Before me this day personally appeared _____ (affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the _____ (corporate surety) and that this person has been authorized by _____ (corporate surety) to execute the forgoing bond on behalf of the Contractor named therein in favor of the County of Volusia, FL.

Signature of Affiant

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

 NOTARY PUBLIC – STATE OF

Type or print name: _____

Commission No.: _____

Commission Expires: _____

(Seal)

END OF PAYMENT BOND