

FINANCIAL AND ADMINISTRATIVE SERVICES

Purchasing and Contracts

123 West Indiana Avenue • Room 302• DeLand, FL 32720-4608

Phone: 386-736-5935 • Fax: 386-736-5972

E-mail: purchasing@co.volusia.fl.us Web: www.volusia.org

Submittal Due Date	Submittal Due Time
Tuesday, October 2, 2012	3:00 p.m.
Submit Responses To:	Project Contact
County of Volusia	Becki Bishop, Procurement Analyst
Purchasing and Contracts Division	Phone: 386-822-5764 • Fax: 386-736-5972
123 West Indiana Avenue, Room 302	E-mail: rbishop@co.volusia.fl.us
Del and El 32720-4608	www.volusia.org/bidlist

12-SQ-110BB TRANSCRIPTION SERVICES

The purpose of the Request for Statement of Qualifications (RSQ) is to select the most highly qualified firm(s) to provide the requested services. Submittals will be reviewed and evaluated as to qualifications to perform the services required by an Evaluation Committee consisting of one member of the County Council and County staff, who will make a recommendation for award by the County Council.

It is anticipated that one firm shall be selected to provide the necessary services for a contract period of three (3) years with two (2) one-year renewals permissible upon mutual written agreement and county council approval, when applicable.

DO NOT RESPOND TO THIS SOLICITATION ON LINE

Expressions of interest and qualification data will be received at the office of the Volusia County Purchasing & Contracts Division, 123 W. Indiana Avenue, 3rd Floor, Room **302**, DeLand, FL 32720-4608, <u>until 3:00 p.m. on Tuesday, October 2, 2012</u>. Submittals received after this deadline will not be considered for award. The purpose of the Request for Statement of Qualifications (RSQ) is to select the most highly qualified firm(s) to provide Transcription Services.

SCOPE OF SERVICE: A general description of the scope of professional services required is, but not limited to, the following:

Volusia County Government intends to issue this Request for Statement of Qualifications (RSQ) for a transcription services contract(s) to further assist the hearing disabled as it pertains to participation in County Council meetings. The County is seeking a Contractor to furnish administrative, logistical, professional, and technical labor, supplies, equipment, and materials necessary to provide, transcription services of County Council meetings accessible through Fire Fox, Google Chrome and Internet Explorer, as well as electronic and hard-copy transcripts. The length of each County Council meeting ranges from six (6) hours to more than ten (10) hours. Meetings are held twice a month on Thursdays at 9:00 a.m. EST Special meetings are also held throughout the year.

Volusia County currently provides live streaming audio of County council meetings on its website, volusia.org. Council audio is captured and compressed using the AAC audio codec as 16-bit audio, with a 48 kHz sampling rate. This audio stream is then placed inside a Flash Video (F4V) wrapper and is pushed to a Wowza media server housed at Solodev (the County's web hosting provider). The Wowza media server then rebroadcasts the feed as streaming audio using the MP4 media format. Minutes are posted on the website at a later date. The County has six (6) assistive listening devices in the County Council chambers that are available upon request; the devices do not work outside of County Council chambers.

The County is seeking service to provide real-time text transcription services for regular and special meetings of the County Council as needed. The County will provide audio stream to be transcribed on the County's website, volusia.org and on LCD/TV monitors in the County Council chambers. Volusia County staff may be responsible for purchase and set-up of technical equipment.

QUALIFICATIONS

The preferred firm will have significant and demonstrated experience in working with projects of similar size and scope. The preferred firm will also demonstrate the following:

Provide live action or recording of the audio transcription process from start to finish of a specific project.

DEFINITIONS

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

<u>Consultant</u>: That person or entity, including employees, 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. This term is interchangeable with the term <u>Respondent and Contractor.</u>

<u>Contract</u>: The document resulting from this solicitation between the County and the Respondent, including this RSQ, along with any written addenda, the Respondent's complete proposal submitted in response to this RSQ and other written documents, which are expressly incorporated by reference.

Contractor: That person or entity, including employees, 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. This term is interchangeable with the term **Respondent and Consultant.**

<u>Contract Administrator</u>: The County's Director of Purchasing and Contracts or designee shall serve as Contract Administrator. The Contract Administrator shall be responsible for addressing any questions about or concerns within the scope of the Contract. Any changes to the resulting Contract shall be done in writing and authorized by the County's Director of Purchasing and Contracts.

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

<u>County's Project Manager(s)</u>: 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.

<u>Director</u>: The Director is the Director of Purchasing and Contracts for the County of Volusia.

<u>Person or Persons</u>: 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.

<u>Respondent</u>: That person or entity, including employees, partners, principals, agents and assignees of the person or entity that submits a proposal for the purpose of obtaining a Contract with the County for the provision of the services set forth herein. This term is interchangeable with the term **Contractor and Consultant.**

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.

Sub-Contractor: An agency who is contractually bound to provide services described in this RSQ on behalf of the Respondent.

DELIVERABLES

It shall be the responsibility of the awarded firm to provide to the County in relation to the scope of work the following deliverables:

- A. Live transcription services of County Council meetings;
- B. Electronic copy of transcripts of County Council meetings;
- C. Hard copy of transcripts of County Council meetings.

EVALUATION CRITERIA Each proposal shall be evaluated using the following criteria:

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

- B. The greatest benefits to Volusia County as it pertains to:
 - 1. Adequacy and completeness of proposal;
 - 2. Qualifications of the firm and the employees assigned to the County (submit in Tabs 1 and 5);
 - 3. Experience in providing similar services (submit in Tab 2);
 - 4. Quality of performance on previous contracts or services;
 - 5. Overall project methodology/approach to support the needs and objectives of the project, including an implementation plan (submit in Tab 3);
 - 6. Cost (submit in Tab 4);
 - 7. Resources and qualifications of the Contractor's personnel; (submit in Tab 5);
 - 8. Financial stability of the firm (submit in Tab 11).

PROPOSED SCHEDULE

U8/2//12	Release date for Request for Statement of Qualifications (RSQ)
09/13/12	Pre-proposal Conference
09/18/12	Final date to receive written questions
10/02/12	Closing Date
TBD	Evaluation Committee
TBD	Presentations, if required
TBD	Recommendation to Council
January, 2013	Project Start Date

PRE-PROPOSAL CONFERENCE

- A. A pre-proposal conference will be held in the Purchasing Conference Room, 123 W. Indiana Avenue, Room 300, DeLand, FL, at 9:00 a.m., local time, on Thursday, September 13, 2012. While this is <u>not</u> mandatory, all interested parties are encouraged to attend and participate.
- B. In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities and who need special accommodations to participate in the proceedings should contact the Volusia County Purchasing and Contracts Office in DeLand with a written request at least two (2) business days prior to the meeting date. Facsimiles are acceptable and may be sent to 386-736-5972.

PUBLIC PROPOSAL OPENING

A. Pursuant to Section 119.071, Florida Statutes, proposals ("responses") and the completed tabulation will be available for inspection within thirty (30) days of response opening. Contact the Purchasing and Contracts Office during regular business hours to inspect responses and the completed tabulation or, for inspection of the completed tabulation, go to http://vcservices.vcgov.org/bidlistnet1/. The foregoing notwithstanding, if, prior to the County's making responses available for inspection, the County rejects all responses and concurrently provides notice of the County's intent to reissue the solicitation, then the County may avail itself of the exemption for rejected responses set forth in Section 119.071, Florida Statutes, to the extent such section may apply.

B. In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities and who need special accommodations to participate in the proceedings should contact the Volusia County Purchasing and Contracts Office in DeLand with a written request at least two (2) business days prior to the meeting date. Facsimiles are acceptable and may be sent to 386-736-5972.

AWARD

The County reserves the right to award the contract to the respondent(s) that the County deems to offer the most responsive and responsible proposal(s), as defined elsewhere in this solicitation. 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 RSQ, to reject any/all proposals, to waive any/all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the County to do so. Nothing prohibits the County from rejected/rebidding when responses exceed budget and the County must change the solicitation to lower costs. The County also reserves the right to make multiple awards based on experience and qualifications or to award only a portion of the items and/or services specified, if deemed to be in the County's best interest.

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.
- 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.

CONTRACT

A. The contents of this RSQ and all provisions of the successful proposal deemed pertinent by the County shall be, at the sole discretion of the County, incorporated into a separate contract and become legally binding on the selected proposer. Content of the contract may contain changes as a result of the RSQ process and submittal received. The contract shall include, at minimum, the terms and conditions as outlined in RSQ and subject to review by the County attorney or designee for determination of legal form and substantive sufficiency prior to approval and execution and contain 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 of contract and they or their designees are authorized to make contract changes.
- C. County of Volusia shall not be responsible for any order, change substitution or any other discrepancy from the contract, without an amendment to the contract.

INSURANCE REQUIREMENTS

A. Required Types of Insurance

(Symbol 1 Coverage)

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:

SCHEDULE	<u>LIMITS</u>	
Workers' Compensation	Florida Statutory Coverage	
Employers Liability	\$100,000. Each Accident	
(including Appropriate Federal Acts)	\$500,000. Disease Policy Limit	
	\$100,000. Each Employee/Disease	
Commercial General Liability	\$2,000,000. General Aggregate	
	\$2,000,000. Products/CompOps Aggregate	
Products-Completed Operation	\$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 non-owned		

Professional Liability\$1,000,000. (Errors & Omissions)

- 1. Minimum underlying coverage 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.)
- 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 coverage/policies that are included.
- 3. <u>Workers' Compensation Insurance</u>. Per Section *A, Insurance Requirements*, 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 A, Insurance Requirements, 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 coverage 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. <u>Motor Vehicle Liability</u>. Per Section *A, Insurance Requirements*, 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 (including "Any Auto" Symbol 1 coverage), 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. <u>Professional Liability</u>. Per Section *A, Insurance Requirements*, 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. Coverage 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 year reporting option beyond the expiration date of the Contract including any amendments to the Contract term.
- 8. <u>Primary and Excess Coverage</u>. 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. <u>County Not Liable for Paying Deductibles</u>. 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. <u>Cancellation Notices</u>. During the term of this Contract, Contractor shall be responsible for promptly advising and providing the County's Risk Management and the Purchasing and Contracts divisions with copies of notices of cancellation or any other changes in the terms and conditions of the original insurance policies approved by the County under 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.
- g. <u>Deductibles</u>. For purposes of this Contract, Contractor shall not obtain an insurance policy with a deductible or self-insurance provision.

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 Contract 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.

LIMITATION OF LIABILITY AND INDEMNIFICATION OF COUNTY

- A. The Contractor shall indemnify, defend, and hold harmless the County, and its agents, officers, and employees, from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees, arising out of or resulting from the performance of this Contract provided that the claim, damage, loss and expense is caused in whole or in part by any negligent act or omission of the Contractor, the County, any contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable hereunder, 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 of anyone directly or indirectly employed by the County or anyone for whose acts the County may be liable.
- 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. Infringement Claim.

- 1. For all Licensed Software or derivate works of the Licensed Software used by County under the resulting Agreement, 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.
- E. <u>Sovereign Immunity</u>. 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 Agreement to the contrary, nothing in this Agreement 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 Agreement 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.
- F. If either party should become entitled to claim damages against the other party for breach of contract arising from the Agreement, the party in breach shall be liable only for the amount of actual direct damages up to a maximum amount equal to the sums paid or payable under the Agreement.
- G. In no event shall either party be liable to the other for any incidental, indirect, special, punitive or consequential damages even if the party knew or should have known about the possibility of such damages for any provision of the Agreement.

EXPENSES INCURRED: This invitation does not commit the County to award a contract, nor shall the County be responsible for any cost or expense incurred by any respondent in preparing and submitting a reply, nor for any cost or expense incurred by any respondent prior to the execution of a

contract. The County reserves the right to require any or all respondents to appear for interviews and/or oral presentations at no cost to the County.

<u>AMERICANS WITH DISABILITIES ACT</u>: In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in the proceedings should contact the Volusia County Purchasing and Contracts Office with a written request at least two (2) business days prior to the meeting date. Facsimiles are acceptable and may be sent to 386-736-5972.

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

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 Contractor may cancel the resulting contract with one-hundred eighty (180) days written notice to the Director of Purchasing and Contracts. Failure to provide proper notice to the County may result in the Respondent being barred from future business with the County.
- 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. <u>Non-Appropriation</u>. 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 (a) to the date of termination on a prorated basis for any task and Deliverable designated for payment on the Payment Milestone Schedule that was started but not completed and/or (b) for any work or Deliverable that has been completed but not yet been paid. County's obligation to pay Contractor under this Section, 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' 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 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), 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.

<u>CONFLICT OF INTEREST FORMS</u>: All respondents shall complete and have notarized the attached disclosure form of any potential conflict of interest that the respondent may have due to ownership, other clients, contracts, or interest associated with this project.

<u>DELIVERY OF PROPOSALS</u>: Firms interested in providing the required professional services shall submit NINE (9) complete sets of the proposals:

- One (1) hard copy marked "ORIGINAL"
- Seven (7) hard copies marked "COPY"
- One (1) COMPLETE electronic copy on a CD in PDF format (Excel spreadsheets shall not be recorded in PDF).

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

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

Failure to provide the required copies and 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.

DO NOT RESPOND TO THIS SOLICITATION ON LINE

QUESTIONS/EXCEPTIONS RE: RSQ #12-SQ-110BB

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 RSQ shall be directed by letter, facsimile transmission or by e-mail to the Procurement Analyst named below, who shall be the official point of contact for this RSQ.

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 re: RSQ #12-SQ-110BB, Transcription Services"

Submit questions to:

Becki Bishop, Procurement Analyst II Telephone:.....386-822-5764

Fax:386-736-5972

E-mail:....*rbishop@co.volusia.fl.us*

C. If it becomes necessary for the County to revise any part of this RSQ, an addendum will be posted on the County's web site. It is each respondent's responsibility to check the Volusia County web site at http://vcservices.vcgov.org/bidlistnet1 for any addenda. Each respondent should ensure that they have received all addenda to this RSQ 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.

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.

PROPOSAL ACCEPTANCE PERIOD

Any proposal in response to this RSQ shall be valid through for nine (9) months from the closing date. 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 RSQ is canceled regardless of the status of the Proposal Bond. The County reserves the right to request an extension of the proposals if the contract has not been negotiated within nine (9) months from the closing date.

ASSIGNMENT

Contractor may not assign or otherwise convey Contractor's rights and/or obligations under this Agreement 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 Agreement 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 Agreement, 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 Agreement; 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 Agreement 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 Agreement. The Contractor is hereby placed on notice that the County may demand a discount of up 10% (ten percent) from those rates or compensation for the goods or services established in the Agreement as a condition to execution of the amendment.

USE OF COUNTY LOGO

County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images ("Intellectual Property"). As such, nothing in this solicitation permits or shall be construed as authorizing Respondent to use or display County's Intellectual Property on Respondent's submittal documents or proposal (including any exhibits attached thereto) submitted to County by or on behalf of Respondent in response to this solicitation. Unless expressly authorized in writing by County, Respondent is not authorized and shall not make use of or display any County Intellectual Property on or in its proposal or submittals in response to this solicitation. Unauthorized use of County's Intellectual Property may constitute trademark and/or copyright infringement in violation of federal and state laws and may result in your submittal being deemed non-responsive.

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 RSQ. Selection or rejection of any Proposal Submittal does not affect this right.
- B. The County of Volusia, Florida, is governed by the Public Record Law, Chapter 119, Florida Statutes (F.S.).

SUBMITTAL REQUIREMENTS

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

Tab 1. Qualification Data

- A. Submittal Letter signed by authorized agent of the firm with **documentation**, such as a Memorandum of Authority, that this individual is authorized to commit the firm to a contract. Clearly state the name, title and contact information for the individual designated by the firm as contact point for any requests for additional information required by County.
- B. A brief profile of the firm, including:
 - 1. A brief history of the business
 - 2. Organizational structure of business
 - 3. Ownership interests
 - 4. Active business venues (counties, states, etc.)
 - 5. The overall qualifications of the business to provide the services requested
 - 6. Documentation from the appropriate state's agency confirming firm's legal entity type (e.g., Sole Proprietorship, Partnership, Limited Liability Partnership, Corporation, Limited Liability Corporation, etc.). For non-Florida businesses submit documentation from the state in which the business was formed and documentation from the State of Florida providing authorization to perform business in the state of Florida. Provide a Florida Department of State, Division of Corporations' Sunbiz report available at www.sunbiz.org; and

Tab 2. References

Provide three (3) references of the same or similar magnitude to this solicitation request within the last five (5) years, including company name, contract person, phone number and e-mail address. Provide a short description of each project, to include the name of the project, location, type and value. Unless specifically asked by the County, the County of Volusia shall *not* be listed as a reference.

Tab 3. Project Methodology and Approach

Submittal shall include a detailed narrative of the approach to the project along an estimated timeline and implementation plan. Implementation plan shall not be generic, but customized to this RSQ. Explain how the firm intends on sending the information from the point of origin to the County's website, volusia.org and to LCD/TV monitors in the County Council chambers. Include information on the firm's ability to identify the current person speaking and how this is accomplished through your services.

Tab 4. Cost Proposal

Submittal shall include a breakdown of hourly rates for transcription services and any/all equipment necessary to utilize the Contractor's services. Include after-hours rates and at what hour said rates

begin, if after 5:00 p.m. EST, as well as cost for electronic and hard-copy transcripts. Include detailed descriptions on all equipment and/or software that will be utilized for the resulting Contract.

Tab 5. Resources and Qualifications of the Respondent's Personnel (4 pages max.)

The Respondent shall provide a brief description of what additional resources the Respondent possesses to complete these services and the qualifications of the firm's employees who will work on this contract, including resumes demonstrating the experience of the personnel that will be directly involved with this project. Provide information on the proposed Project Manager's qualifications and experience that shall be assigned to this project. The Respondent shall provide an organizational chart showing the reporting structure and where the proposed project would be assigned within the organization.

Tab 6. Insurance

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

Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy with the proposal. Respondent shall certify number of employees if sole proprietor.

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.

Tab 7. Conflict of Interest Disclosure Form (use attached forms)

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

Tab 8. 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 bid submission requirement:

- A. If Respondent's business does not have a physical location in Volusia County, no submission is required, *or*
- B. If Respondent's business type is exempted, submit a Proof of Exemption approved by the Volusia County Revenue Director (see attached Proof of Exemption Form).

See Volusia County Code of Ordinances, Part II, *Code of Ordinances*, Ch. 114, *Taxation*, Article I, at http://www.municode.com/resources/gateway.asp?pid=11665&sid=9.

Tab 9. 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.

Tab 10. Completed Taxpayer Identification Number (TIN) form.

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

Tab 11. Financial Stability

All respondents shall be prepared to supply a financial statement upon request, preferably a certified audit, but a third party prepared financial statement and the latest D & B report may be accepted.

PROF	POSAI	L FOI	RM					2012	
TO:	Offic 123 V	e of P W. Ind	_	and Contracts Dinue, Room 302	irector			, 2012	
has ca were a	refully idverti and fur	exam	nined the s	ed no later than	Furnish Trans 3:00 p.m., lo	cal time	e, on Tuesd	or which proposals ay, September 25 iffications contained	,
Sole P	roprie	tor	☐ YES	□ NO		Total	number of e	employees	_
Please	respo	nd to	the follow	ing pertaining to	the cost of sea	rvices:			
			-	•				nscription services me (after 5:00 p.m	
other e	elemen	ts inv		st shall be include	_			software, and/or any ent shall be detailed	
Promp	ot Payn	nent E	Discount, i	f applicable:	%		Days; N	et 45 Days	
Do yo	u acce	pt elec	etronic fu	nds transfer (EFT))?		☐ YES	□ NO	
Do yo	u offer	a disc	count for	electronic funds to	ransfer (EFT)	?	☐ YES	□ NO	
Have :	you su	pplied	all the Su	ıbmittal Requiren	nents outlined	l below?	•		
	0000000000	Refer Proje Cost Resor Insur Confi Busir Adde Comp	rences ct Method Proposal urces ance lict of Inteness Tax I enda pleted Tax		on Number (*	ΓΙΝ) foι	m		

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

The County of Volusia reserves the right to reject any or all proposals, to waive informalities, and to

accept all or any part of any proposal as they may deem to be in the best interest of the County.

I hereby certify that I have read and understand the requirements of this Request for Statements of Qualifications No. **12-SQ-110BB**, **Transcription Services**, and that I, as the Respondent, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any contract(s) and/or other transactions required by award of this RSQ.

Further, as attested to by below signature, I will provide the required insurance, per <u>Insurance</u> <u>Requirements</u> section above, upon notification of recommendation of award.

Company:			
Per:			(Print name)
Signature:			
Address:			
City:	State:	ZIP:	
Telephone:	Fax:		
E-Mail Address:			
DUNS#:	Fed. I.D. #:		

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 be	half of myself and the firm for which I am acting; and,					
2.		e, officer, or agent of the firm have any conflicts of ership, other clients, contracts, or interests associated					
3. This Bid Submittal is made without prior understanding, agreement, or connection wi corporation, firm, or person submitting a proposal for the same services, and is in all re fair and without collusion or fraud.							
EXC							
S	Signature:						
F	Printed Name:						
F	Firm Name:						
STAT	TE OF						
	NTY OF						
	Sworn to and subscribed before me thi						
has/h	ave produced	, who is/are personally known to me or who as identification.					
		NOTARY PUBLIC – STATE OF					
		Type or print name:					
		Commission No.:					
(Seal		Commission Expires:					

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

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

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

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

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

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

- B. By submitting a proposal, the Respondent represents and warrants that the submission of its proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005).
- C. In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent's subcontractors and Respondent's implementer, if any, is not under investigation for violation of such statutes.
- D. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

PROOF OF EXEMPTION



FINANCIAL AND ADMINISTRATIVE SERVICES REVENUE DIVISION

123 W. Indiana Ave. • Room 103 • Deland, FL 32720-4602 PHONE: 386-736-5938 • FAX: 386-822-572

http://volusia.org/revenue/

providing		services, which	is located at (s	treet addre	ess)
	_, (city)		, falls under	r the busin	ness tax exemption described in:
Florida Statute 205. Florida Statute 205. www.fls	064	Florida Statute Florida Statute Florida Statute Florida Statute	205. 162 205. 171		Florida Statute 205. 191 Florida Statute 205. 192 Ch0205/ch0205.htm
OR is the type of busine	ss indicated b	pelow:			
Child Care – Reside Commercial Rental Door to Door/Pedd	S	☐ Insurance Adju Agent, or Co ☐ Pharmacist/Pha (Prescription Drug	mpany armacy		Radio/Television Station Religious Institution Residential Rentals over 6month Sale of Alcoholic Products only
(Authorized Signature)					(Printed Name)
STATE OF					
COUNTY OF					
					, 20, by ersonally known to me or who
				_	
			NOTARY Po		STATE OF
			Commission		
(Seal)			Commission		
A business that falls un Business Tax Receipt.	der one of th	ne exempt classification	ns listed above	is not req	quired to have a Volusia County

HOLD HARMLESS AGREEMENT

I,		, (print owner's name), am the owner			
		(print company name), an incorporated			
/ unincorporated business o	perating in the State of Florida.	As such, I am bound by all laws of the			
state of Florida, including h	out not limited to those regardin	g the workers' compensation law.			

I hereby affirm that I or [the above-named business] employs fewer than four employees, all of whom are listed below, including myself, and therefore, the business is exempt from the statutory requirement for workers' compensation insurance for its employees. I certify that I will provide the County of Volusia with the name of each new employee together with all required waivers and releases for each prior to any employee being allowed to work to provide services under the contract set forth below. If any such employee is allowed to work without a signed waiver and release, such action will be a material breach of this Agreement. All signed waivers and releases shall be furnished before the commencement of any work by an employee or the undersigned to the County Project Manager or designated County representative.

On _______, 20_____, the County of Volusia and I or [the above-named business] entered into a contract for _______ (please insert name of contract), (hereinafter "Agreement") which is incorporated by reference herein.

On behalf of myself, my business, and the employees listed below, I and they hereby agree to waive and release any and all workers' compensation claims or liens under Chapter 440, Florida Statutes, against the County of Volusia and its agents, officials and employees, arising from any work or services provided under the Agreement whether or not it shall be alleged or determined that the act was caused by intention, or through negligence or omission of the County of Volusia or its agents, officials and employees or subcontractors.

In the event that a workers' compensation claim or lien is made against the County of Volusia and/or its agents, officials or employees by myself or my employees or agents as a result of any work or services performed under the Agreement, I agree to indemnify, keep and hold harmless the County of Volusia, Florida, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, liabilities, judgments, costs and expenses, direct, indirect or consequential (including, but not limited to, fees and charges of attorneys and other professionals) arising out of the Agreement with the County of Volusia, whether or not it shall be alleged or determined that the act was caused by intention or through negligence or omission of the County of Volusia or its employees, agents, or subcontractors. I or the above-named business shall pay all charges of attorneys and all costs and other expenses incurred in connection with the indemnity provided herein, and if any judgment shall be rendered against the County of Volusia in any action indemnified hereby, I or the above-named business shall, at my or its own expense, satisfy and discharge the same. The foregoing is not intended nor should it be construed as, a waiver of sovereign immunity of the COUNTY OF VOLUSIA under Section 768.28, Florida Statutes.

Owner:	(print name)	(signature)
Employee 1:		(signature)
Employee 2:		(signature)
Employee 3:	(print name)	(signature)
STATE OF		
COUNTY OF		
Sworn to and subscribed before	e me this day of	, 20, by
	, who is	s/are personally known to
me or who has/have produced		as identification.
	NOTARY PUBLIC – STATE	OF
	Type or print name:	
	Commission No.:	
(Seal)	Commission Expires:	

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:	