



## Volusia Growth Management Commission

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### Request for Statement of Qualifications (RSQ) Consultant Legal Services RSQ #15-01

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**Submittal Due Date:**

**May 13, 2015**

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**Submittal Due Time:**

**1:00 p.m.**

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**Submit Responses To:**

Volusia Growth Management Commission  
140 S. Beach Street  
Suite #305  
Daytona Beach, FL 32114

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**Contact:**

Merry C. Smith, VGMC Operations Manager  
Phone: 386-947-1875 ° Fax: 386-947-1877  
E-mail: [vgmc@volusia.org](mailto:vgmc@volusia.org)

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The Volusia Growth Management Commission (VGMC) is established by Section 202.3 of the Volusia County Charter. The main purpose of the commission is to provide an effective means for coordinating the comprehensive plans of municipalities and the county, in order to provide a forum for the local governments in the county to cooperate with each other in coordinating the provision of public services to and improvements for the citizens of the county, and create incentives to foster intergovernmental cooperation and coordination. The Consistency Certification Rules and Regulations governing the VGMC process can be found in Chapter 90, Article II of the Volusia County Code of Ordinances.

The purpose of the Request for Statement of Qualifications (RSQ) is to select the most highly qualified law firm to provide full range consultant legal services to the VGMC. The firm will work under the direction of the commission and general services will include, but are not limited to: Review of proposed comprehensive plan amendments to provide legal analysis and recommendations to the staff and commission in determining consistency among local jurisdictions' comprehensive plans; Preparation for and attendance at all regularly scheduled monthly meetings and special meetings of the commission, as well as other meetings as may be directed; Prepare resolutions for commission consideration; Provide legal analysis and recommendations to staff and commission on procedural matters; Represent the VGMC in any hearings or legal proceedings.

The selected firm will serve at the pleasure of the commission, and it is anticipated the original contract term will be for a one (1) year period with the option of two (2) one (1) year renewals.

Expressions of interest and qualification data will be received at the Volusia Growth Management Commission Office, 140 S. Beach Street, Suite #305, Daytona Beach, FL 32114, until 1:00 p.m. DST on May 13, 2015. Submittals received after this deadline **will not** be considered.

## **QUALIFICATIONS:**

- 1) The attorney/firm should have a minimum of five years experience in local government law. Experience shall include working in a government setting, ethics law, sunshine law, and familiarity with rules and regulations in interpreting governing ordinances and resolutions as well as statutes and laws applicable to the comprehensive planning process.
- 2) The attorney/firm should have substantial working knowledge of the comprehensive planning process, specifically Chapter 163, Part 2 of the Florida Statutes.
- 3) The attorney/firm should have prior experience representing a commission, council, board or special district.
- 4) The attorney/firm must show the ability to avoid conflicts of interest. Specifically, the attorney/firm shall not represent local governments or other entities within Volusia County on comprehensive planning matters, including but not limited to individuals, developers, special interest groups, and other entities such as the school board or water management district. Additionally, the attorney/firm shall disclose any current or planned engagements with local governments or other entities within Volusia County on matters other than comprehensive planning.
- 5) The attorney/firm shall dedicate a specific attorney with substantial working knowledge of land use issues to represent the VGMC. This dedicated attorney shall be readily available to other VGMC staff and officials for consultation, as well as attendance at routine commission meetings and other meetings as directed.
- 6) The dedicated attorney shall demonstrate the ability to effectively communicate in a public setting with all parties of the VGMC process, including but not limited to commission members, representatives of local governments, developers and their respective representatives, opposing parties and their respective representatives, and other VGMC staff.
- 7) The attorney/firm should have experience in and provide litigation support at both the trial and appellate levels.

## **INQUIRIES AND ADDENDA:**

- 1) Each firm shall examine all RSQ documents and review all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions, or requests concerning interpretation, clarification, or additional information pertaining to the RSQ should be sent to the VGMC Operations Manager, Merry C. Smith, 140 S. Beach Street, #305, Daytona Beach, FL 32114, or emailed to [vgmc@volusia.org](mailto:vgmc@volusia.org) no less than fourteen (14) days prior to the closing date.

The Commission is not responsible for oral interpretations given by any Commission employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information may be



given. If it becomes necessary to revise any part of this RSQ, an addendum will be posted on the Commission's website [www.volusia.org/government/county-council/advisory-boards/volusia-growth-management-commission.stml](http://www.volusia.org/government/county-council/advisory-boards/volusia-growth-management-commission.stml). It is the responsibility of each firm, prior to submitting the proposal, to check the VGMC website or contact the VGMC Operations Manager at 386-947-1875 to determine if addenda were issued and to make such addenda a part of the proposal.

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

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 RSQ opening. Contact the VGMC office during regular business hours to inspect responses and the completed tabulation or you may also review the completed tabulation at <http://volusia.org/government/county-council/advisory-boards/volusia-growth-management-commission.stml>. The foregoing notwithstanding, if prior to the Commission making responses available for inspection, the Commission rejects all responses and concurrently provides notice of the Commission's intent to reissue the RSQ, then the Commission may avail itself of the exemption for rejected responses set forth in Section 119.071, Florida Statutes, to the extent such section may apply.

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 Commission Operations Manager with a written request at least two (2) business days prior to any meeting date. Facsimiles are acceptable and may be sent to 386-947-1877.

#### **PROPOSED SCHEDULE:**

04/13/15.....Release date for RSQ  
04/29/15.....Final date to receive written questions  
05/13/15.....Closing Date  
TBD.....Evaluation committee\* to discuss proposals and select firms for oral presentations  
TBD.....Oral presentations of selected firms to the evaluation committee (oral presentations shall be made by the dedicated attorney)  
TBD.....Ranking of selected firms by evaluation committee  
TBD.....Evaluation committee to negotiate contract for recommendation to Commission  
08/26/15.....Tentative date for submission to Commission for contract approval  
10/01/15.....Tentative contract start date

\*The evaluation committee may consist of VGMC Officers and members of the Personnel, Operations and Procedures Committee.

## INSURANCE REQUIREMENTS:

### 1) Required Types of Insurance

The Firm 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 VGMC:

<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	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate \$1,000,000 Personal/Advertising Injury \$5,000 Medical

**(The Volusia Growth Management Commission shall be named as an "additional insured" under all of the above Commercial General Liability coverage.)**

Auto Liability All autos-owned, hired or non-owned (Symbol 1 Coverage)	\$500,000 CSL
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Professional Liability (Errors & Omissions)	\$1,000,000
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- a) 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 subconsultants.
- b) 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.
- c) Workers' Compensation Insurance. Workers' Compensation insurance is required for all employees of the firm 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.

The firm and its subconsultants, or any associated or subsidiary company doing work 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 firm's subconsultants fail to obtain Workers' Compensation insurance and a claim is made against the VGMC by the uncovered employee of the firm, the firm shall indemnify, defend, and hold harmless the VGMC from all claims for all costs including attorney's fees and costs arising under said employee(s) Workers' Compensation insurance claim(s).

- d) Commercial General Liability Insurance. 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 firm's operations, independent consultants, subconsultants and "broad form" property damage coverages protecting itself, its employees, agents, consultants or subsidiaries, and their employees or agents for claims for damages caused by bodily injury, property damage, or personal or advertising injury, 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 firm or by any of its subconsultants 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 firm's contract to indemnify, and hold harmless the VGMC as provided in this Contract. The commercial general liability policy shall be endorsed to include the VGMC as an additional insured.
- e) Motor Vehicle Liability. The firm 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. Failure to secure and maintain the motor vehicle liability insurance coverage required herein, the firm shall be liable to the VGMC and agrees to indemnify, defend, and hold harmless the VGMC against all claims, actions, losses or damages that would have been covered by such insurance.
- f) Professional Liability. The firm 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 firm's or its subconsultants' professional liabilities, whether occasioned by the firm or its subconsultants, or their agents or employees and broad enough to include errors and omissions specific to the firm's professional liability for direct and contingent design errors with no exclusions.

If the firm fails to secure and maintain the professional liability insurance coverage required herein, the firm shall be liable to the VGMC and agrees to indemnify, defend, and hold harmless the VGMC against all claims, actions, losses or damages that would have been covered by such insurance.

The firm must maintain a retroactive date for all required insurance policies prior to or equal to the effective date of this Contract. The firm shall purchase a Supplemental Extended Reporting Period ("SERP") with a minimum reporting period of not less than three (3) years in the event a subconsultant'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 firm's purchase of the SERP shall not relieve the firm of the obligation to provide replacement coverage. In addition, the firm shall require the subconsultant's carrier immediately inform the firm and the VGMC of any contractual obligations that may alter its professional liability coverage under this contract.

- g) Primary and Excess Coverage. Any insurance required may be provided by primary and excess insurance policies.

## 2) General Insurance Requirements

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.

Approval by VGMC of any policy of insurance shall not relieve the firm from its responsibility to maintain the insurance coverage required herein for the performance of work or services by the firm or its subconsultants for the entire term of this contract and for such longer periods of time as may be required under other clauses of this Contract.

Waiver of Subrogation. The firm hereby waives all rights against the VGMC and its subconsultants 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 this Contract. The firm shall require similar waivers from all its subconsultants. This provision applies to all policies of insurance required under this Contract (including Workers' Compensation and General Liability).

VGMC Not Liable for Paying Deductibles. For all insurance required of firm, the VGMC shall not be responsible or liable for paying deductibles for any claim arising out of or related to the firm's business or any subconsultant performing work or services on behalf of the firm or for the firm's benefit under this Contract.

Cancellation Notices. During the term of this Contract, the firm shall be responsible for promptly advising and providing the VGMC with copies of notices of cancellation or any other changes in the terms and conditions of the original insurance policies approved by the VGMC under this Contract within two (2) business days of receipt of such notice or change.

Deductibles. Consultants 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 Inquiries and Addenda re: RSQ #15-01 to be considered for this solicitation.

Any such 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 VGMC will request more specific information, which must be provided by the Consultant. The VGMC will review the information submitted and determine whether the program is acceptable.

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

### 3) Proof of Insurance

The firm shall furnish proof of insurance acceptable to the VGMC prior to or at the time of execution of this Contract and the firm shall not commence work or provide any service until the firm has obtained all the insurance required under this Contract and such insurance has been filed with and approved by the VGMC. Upon request from the VGMC, the firm shall furnish copies of the prior referenced types of insurance policies and any changes or amendments thereto, immediately, to the VGMC, prior to the commencement of any contractual obligations. This Contract may be terminated by the VGMC, without penalty or expense to the VGMC, if at any time during the term of this Contract proof of any insurance required hereunder is not provided to the VGMC.

All certificates of insurance shall clearly indicate that the firm has obtained insurance of the type and amount of each hazard and expiration date and classification required by this Article. No work or services by the firm or its subconsultants shall commence until the VGMC has approved these policies or certificates of insurance. Further, the firm agrees that the VGMC shall make no payments pursuant to the terms of this Contract until all required proof or evidence of insurance has been provided to the VGMC. This Contract may be terminated by the VGMC, without penalty or expense, if proof of any insurance required hereunder is not provided to the VGMC.

The firm shall file replacement certificates with the VGMC 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 VGMC expressly reserves the right to renew the insurance policies at the firm's expense or terminate this Contract, but the VGMC has no obligation to renew any policies.

### 4) The provisions of this Article shall survive the cancellation or termination of this Contract.

## **LIMITATION OF LIABILITY AND INDEMNIFICATION OF VGMC:**

A. Provided the Firm is selected under this RFQ, the Firm shall, at its own expense, indemnify, defend, and hold harmless the VGMC 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 Firm and its Subcontractors or agents performing work or services under this Contract, caused in whole or in part by any negligent act or omission of Firm or Subcontractors, anyone employed by any of them or anyone for whose acts any of them may be liable, except the Firm will not be required to indemnify and hold the VGMC harmless if such claim, damage, loss and expense is the result of the sole negligence of the VGMC, or of anyone directly or indirectly employed by the VGMC or anyone for whose acts the VGMC 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 VGMC, or any of its public officials (elected and appointed), successors and successors in interest, officers, agents, attorneys, and employees by any employee of Firm, 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 Firm or any Subcontractor under Florida's Workers' Compensation acts, disability benefit acts, or other employee benefit acts.

C. Firm's indemnification obligations under this Section, Limitation of Liability and Indemnification of VGMC, are subject to VGMC or the indemnified party giving Firm (a) prompt written notice of any indemnifiable claim; (b) reasonable assistance in Firm's defense of the indemnifiable claim; and (c) sole authority to defend or settle the indemnifiable claim, provided that VGMC 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 VGMC or the indemnified party. VGMC, or the indemnified party, may retain its own legal counsel at its own expense to monitor such litigation.

D. Sovereign Immunity. VGMC expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes (as amended). Notwithstanding anything set forth in any Section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity of limits of liability of VGMC 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 VGMC 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 VGMC which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

#### **DISCLOSURE OF PROPOSAL CONTENT:**

All submitted material becomes the property of the Commission and may be returned only at the Commission's option. The Commission has the right to use any or all ideas presented in any response to the RSQ. Selection or rejection of any RSQ response does not affect this right.

The Volusia Growth Management Commission (VGMC) is governed by the Public Record Law, Chapter 119, Florida Statutes (F.S.).



### **EXPENSES INCURRED:**

This invitation to submit an RSQ does not commit the Commission to award a contract, nor shall the Commission 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 agreement. The Commission reserves the right to require any or all respondents to appear for interviews and/or oral presentations at no cost to the Commission.

### **NO CONTACT:**

The respondent firm shall have no contact with members of the commission relating to this RSQ throughout the selection process.

### **WAIVER:**

The Volusia Growth Management Commission 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 Commission.

### **DELIVERY OF PROPOSALS:**

Firms interested in providing the required professional services shall submit **twelve (12)** complete sets of the proposals as follows:

- **One (1)** hard copy marked "ORIGINAL"
- **Ten (10)** hard copies marked "COPY"
- **One (1) COMPLETE electronic copy on a CD in PDF format**  
(Note the RSQ # 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, 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 RSQ # and due date. Proposals shall be received in the Volusia Growth Management Commission office prior to the advertised deadline. No e-mail submittals are acceptable. Any proposals received after the advertised deadline will not be considered. The Commission shall not be responsible for late deliveries due to mail or other delays. Please note that the regular hours of the Commission office located at 140 S. Beach Street, #305, Daytona Beach, FL 32114 are Monday through Thursday, 9:00 a.m. to 2:00 p.m. If delivering the proposal to the office, it is recommended that you contact the Commission Operations Manager at 386-947-1875 prior to the anticipated delivery.

## **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 evaluation of the proposal. The respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstrative as they may not be solicited. Firms interested in providing the required services shall submit qualification data for review, and all proposals shall minimally include:

- 1) Submittal letter signed by the 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 the Commission.
- 2) A brief profile of the firm, including:
  - a) A brief history of the firm;
  - b) Organizational structure of firm;
  - c) Ownership interests;
  - d) Active business venues in local government or comprehensive planning matters;
  - e) The overall qualifications of the firm to provide the services requested;
  - f) The qualifications of the firm's employees who will provide the work associated with the contract;
  - g) Identify the employee who will serve as the dedicated attorney for the VGMC;
  - h) Documentation from the appropriate state agency confirming the firm's legal entity type (i.e. sole proprietorship, partnership, limited liability partnership, corporation, etc.)
  - i) Disclose any current or planned engagements with any local government in Volusia County or other entities within Volusia County related to comprehensive planning matters, including but not limited to individuals, developers, special interest groups, and other entities such as the school board or water management district.
  - j) Disclose any current or planned engagements with any local government in Volusia County or other entities within Volusia County related to matters other than comprehensive planning, including but not limited to individuals, developers, special interest groups, and other entities such as the school board or water management district.
- 3) Proposed Fee Schedule

Submit a proposed hourly fee schedule which specifically includes and identifies the dedicated attorney, along with any other proposed fees, including a description of fees.
- 4) Insurance

Submit evidence of insurance coverage or proof of insurability with your submittal. Upon the approval of an award, the firm shall then furnish to the VGMC a certificate of

insurance attesting that the firm has coverage in accordance with the requirements set forth.

If you are exempt from Florida worker's compensation law per Florida Statutes, complete the attached Hold Harmless Agreement and return it with your proposal. (Note: When completing the form, leave the contract date blank.)

5) Business Tax Receipt (BTR)

To be responsive to this request, 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 submission requirement:

- h) If respondent's business does not have a physical location in Volusia County, no submission is required, OR
  - i) If respondent's business type is exempted, submit a Proof of Exemption approved by the Volusia County Revenue Director.
- 6) Completed Taxpayer Identification Number (TIN) form. If the firm is not registered with Volusia County, a TIN Form must also be completed and submitted with the RSQ. These forms are available at [www.volusia.org/purchasing](http://www.volusia.org/purchasing).
- 7) Conflict of Interest Disclosure. Respondent shall properly complete, notarize and include with their proposal the attached disclosure statement of any potential conflict of interest that the firm may have due to ownership, other clients, contracts or interests associated with the VGMC.
- 8) Other Information

Provide any information that will provide insight to the evaluators about the qualifications and abilities of the firm.

**The Volusia Growth Management Commission (VGMC) 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 Commission.**

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I hereby certify that I have read and understand the requirements of this Request for Statement of Qualifications, RSQ #15-01, Consultant Legal 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 transactions required by award of this RSQ.

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

Per: \_\_\_\_\_ (print name)

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

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

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

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

E-mail address: \_\_\_\_\_

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

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The law firm acknowledges that information provided in this proposal for professional services is true and correct:

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## HOLD HARMLESS AGREEMENT

I, \_\_\_\_\_, (*print owner's name*), am the owner of \_\_\_\_\_ (*print company name*), an incorporated / unincorporated business operating in the State of Florida. As such, I am bound by all laws of the state of Florida, including but not limited to those regarding the workers' compensation law.

I hereby affirm that I or [the above-named business] employs fewer than four employees, all of whom are listed below, including myself, and therefore, the business is exempt from the statutory requirement for workers' compensation insurance for its employees. I certify that I will provide the Volusia Growth Management Commission (VGMC) 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 Volusia Growth Management Commission.

On \_\_\_\_\_, 20\_\_\_\_, the Volusia Growth Management Commission 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 VGMC 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 VGMC or its agents, officials and employees or subcontractors.

In the event that a workers' compensation claim or lien is made against the VGMC 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 VGMC, 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 VGMC, whether or not it shall be alleged or determined that the act was caused by intention or through negligence or omission of the VGMC 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 VGMC 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 VGMC under Section 768.28, Florida Statutes.

Owner: \_\_\_\_\_ (print name) \_\_\_\_\_ (signature)  
Employee 1: \_\_\_\_\_ (print name) \_\_\_\_\_ (signature)  
Employee 2: \_\_\_\_\_ (print name) \_\_\_\_\_ (signature)  
Employee 3: \_\_\_\_\_ (print name) \_\_\_\_\_ (signature)

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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)



## 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 the Volusia Growth Management Commission; and,
3. This Bid Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS (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)