



***BUDGET 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@volusia.org](mailto:purchasing@volusia.org) Web: [www.volusia.org](http://www.volusia.org)

---

***Submittal Due Date***

***Wednesday, September 5, 2018***

---

***Submittal Due Time***

***3:00 p.m., EST***

---

***Submit Responses To:***

County of Volusia  
Purchasing and Contracts Division  
123 West Indiana Avenue, Room 302  
DeLand, FL 32720-4608

---

***Project Contact***

Jeaniene Jennings, Director of Purchasing and  
Contracts  
Phone: 386-822-5789 • Fax: 386-736-5972  
E-mail: [jjennings@volusia.org](mailto:jjennings@volusia.org)  
[www.volusia.org/bidlist](http://www.volusia.org/bidlist)

---

**18-SQ-138JJ**  
**Executive Search Consultant**

**DO NOT RESPOND TO THIS SOLICITATION ON LINE**

Expressions of interest and qualification data will be received at the Office of the Volusia County Director of Purchasing & Contracts, 123 W. Indiana Avenue, 3rd Floor, Room **302**, DeLand, FL 32720-4608, **until 3:00 p.m. on Wednesday, September 5, 2018**. Submittals received after this deadline **will not** be considered for award.

**1.0 PURPOSE & OVERVIEW**

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 the County Council of Volusia County.

It is anticipated that selected firms will be awarded a Contract period of an initial three (3) year term with two (2) subsequent one (1) year renewals. All renewals will be contingent upon mutual and written agreement and, when applicable, approval of County Council.

## **2.0 Background**

More than 500,000 people call Volusia County home. Situated on the east coast of Central Florida, our 47 miles of Atlantic Ocean beaches are world-class, with beachfront cities including Daytona Beach, Ormond Beach and New Smyrna Beach. Drive west in Volusia County to the County seat of DeLand, Florida, an award winning Mainstreet and home to the scenic St. Johns River. More details may be found at [www.volusia.org/about-us](http://www.volusia.org/about-us)

The Volusia County Home Rule Charter is the foundation for Volusia County's Council/Manager form of government. It provides the framework for self-government within the guidelines of Florida law. The Home Rule Charter was approved by Volusia voters in a special countywide referendum on June 30, 1970.

Under Volusia County's Council/Manager form of government, voters elect a County Council that consists of seven members who serve four-year terms. Five are elected by district; the county chair and the at-large representative are elected countywide. The County Council makes broad policy decisions much like the board of directors of a major corporation. It also reviews and approves the annual budget and passes ordinances as necessary. The County Council appoints a county manager who is the county's chief executive officer and oversees the county's day-to-day operations. The previous County Manager was with Volusia County for twelve years and retired in June 2018.

### **2.1 Scope of Services**

- A. Meet with the County Council to facilitate the overall selection process and develop the candidate criteria, to include as an example:
  - 1. Specific experience.
  - 2. Specific strengths.
  - 3. Compensation and benefit package.
- B. Marketing and Advertising: Firm shall submit a plan to the County on how they will market and advertise this position to gain the greatest pool of applicants. This includes identifying specifics on the firm's strategy for national recruitment, including:
  - 1. Direct and indirect mail.
  - 2. Social media.
  - 3. Professional publications.
  - 4. Written proposals.
  - 5. Targeted phone calls.
- C. The Firm should provide information on the use of their own database, website and outreach programs.
- D. Perform initial screenings, to include review of resumes for background and qualifications, interviews to clarify candidates experience and credentials and reference checks.

- E. Advise the County Council and offer alternative course of action if it becomes apparent that no qualified candidates can be presented, or that the length of the search will differ considerably from that originally specified.
- F. Prepare a written summary of the top candidates.
- G. Make recommendations and present a short list of top candidates to the County Council for consideration.
- H. Assist the County Council in developing an evaluation criteria, including interview questions, and coordination of any public outreach with the Community.
- I. Conduct more in depth reference and background checks of the top candidates, including:
  - 1. Newspaper research.
  - 2. Social media.
  - 3. Educational and Employment background checks.
  - 4. Financial/credit, criminal and civil litigation checks.
- J. Provide County Council with a bi-weekly progress report throughout the term of the contract.
- K. Reinitiate additional executive search, at no fee to the County, if successful candidate leaves (via resignation or termination with or without cause) the employment of the County within one year of placement.

## **2.2 Qualifications**

The preferred firm shall have a minimum of five (5) years of demonstrated experience in the successful recruitment and placement of executive level public sector positions, particularly County Managers, City Managers in large cities.

## **2.3 Deliverables**

The service should be completed within 180 days of execution of the contract unless an extension is granted by the Volusia County Council.

### **3.0 GENERAL TERMS & CONDITIONS**

#### **3.1 Definitions**

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

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

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

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

**Contractor:** That person or entity duly authorized, upon award of a contract, to have a Contract with the County to provide the product and/or services set forth herein and incurring liability for the same.

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

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

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

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

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

**Firm:** See *Consultant*

**Person or Persons:** An individual, firm, partnership, corporation, association, executor, administrator, trustee or other legal entity, whether singular or plural, masculine or

feminine, as the context may require.

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

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

**Respondent:** One who submits a response to a request for statement of qualifications (RSQ).

**Respondent's Project Manager:** The Project Manager has responsibility for administering this Contract for the Respondent and will be designated prior to execution of the Contract.

### **3.2 RSQ Closing Date**

Solicitations must be received by the Volusia County Purchasing and Contracts Office, Room 302, Third Floor, 123 West Indiana Avenue, DeLand, FL, 32720-4608, no later than 3:00 p.m., EST, on Wednesday, September 5, 2018. Solicitations received after this time will not be considered.

### **3.3 Proposed Schedule**

07/25/2018 .....Release date for Request for Statement of Qualifications (RSQ)  
08/22/2018 .....Final date to receive written questions  
08/29/2018 .....Release date for answers to written questions  
09/05/2018 .....Closing Date

### **3.4 Delivery of Proposals:**

DO NOT RESPOND TO THIS SOLICITATION ON LINE

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

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

Mark package(s) **“RSQ # 18-SQ-138JJ “Executive Search Consultant”**

**Note:** Please ensure that if a third party carrier (Federal Express, UPS, etc.) is used, that the third party is properly instructed to deliver the RSQ Submittal **only** to Room 302, in the Purchasing and Contracts Office on the third (3rd) floor at the above address.

Proposals mailed to 123 West Indiana Avenue via the United States Postal Service (USPS) are delivered to the Post Office, not to the physical address and, therefore, may not meet

the requirements of Section 3.2. To be considered, a Bid must be received and accepted in the Purchasing and Contracts Office before the closing date and time.

### **3.5 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 [www.volusia.org/bidlist](http://www.volusia.org/bidlist). 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 American Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in the proceedings, or an interpreter to participate in any proceedings, should contact the County’s ADA Coordinator at 386-248-1760 for assistance, at least two (2) business days before any meeting date.

Assisted listening system receivers are available for the hearing impaired, and can be obtained by contacting the County’s ADA Coordinator at 386-248-1760.

Read the full ADA Notice under The American with Disabilities Act (Title II), at [www.volusia.org/core/fileparse.php/4175/urlt/ADANotice.pdf](http://www.volusia.org/core/fileparse.php/4175/urlt/ADANotice.pdf).

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

- 3.6 Public Records Law.** Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the Agreement:

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

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

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

- A. Keep and maintain public records required by the County to perform the services and work provided pursuant to this Contract.
- B. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion or termination of the Contract if the Contractor does not transfer the records to the County.

Upon completion or termination of the Contract, transfer, at no cost, to the County all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion or termination of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Requests to inspect or copy public records relating to the County's Contract for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Contractor authorizes County to seek declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.

### 3.7 Proposal Form

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

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

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

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

### 3.8 Questions, Exceptions and Addenda Concerning RSQ 18-SQ-138JJ

- 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 e-mail to the Procurement Analyst named in this Section 3.8, item B (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 and Addenda Concerning RSQ # 18-SQ-138JJ, “Executive Search Consultant”.

Submit questions to:

Jeaniene Jennings, CPPO, CPPB Director of Purchasing and Contracts

Telephone:.....386-822-5789

Fax: .....386-736-5972

E-mail:.....jjennings@volusia.org

- 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 for any addenda at [www.volusia.org/bidlist](http://www.volusia.org/bidlist). 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*.
- D. Each addendum issued by the County shall become a material part of this solicitation and the resulting Contract.

### **3.9 Award**

The County reserves the right to award the Contract to the Respondent(s) that the County deems to offer the best overall qualifications, as defined in Section 3.244, Evaluation Criteria in this solicitation. The County is therefore not bound to accept a proposal based only on 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/re-soliciting when responses exceed budget and the County must change the solicitation to lower costs. The County also reserves the right to make multiple awards based on experience and qualifications or to award only a portion of the items and/or services specified, if deemed to be in the County’s best interest.

### **3.10 Other Agencies**

- A. All Respondents awarded Contracts from this solicitation may, upon mutual agreement, permit any municipality or other governmental agency to participate in the Contract under the same prices, terms, and conditions.
- B. It is understood that at no time will any city or municipality or other agency be obligated for placing an order for any other city, municipality, or agency, nor will

any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further it is understood that each agency will issue its own purchase order to the awarded Respondent(s).

### **3.11 Use of County Logo**

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

### **3.12 Assignment**

Contractor may not assign or otherwise convey Contractor's rights and/or obligations under this Agreement without obtaining County's prior written consent, which consent County may withhold, limit and/or condition in County's sole discretion, including, but not limited to, requiring the Contractor or his/her proposed successor in interest to post 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 thirty (30) days prior to the assignment's proposed effective date, provide County with a written request for County's consent. Failure to provide such notice may result in the County assessing a processing fee of Five Hundred Dollars (US \$500.00); however, payment of such fee shall not entitle the Contractor to the County's acceptance or approval of its request for assignment.

Nothing herein shall preclude the right of the County to waive its rights under this Section but no waiver shall be granted by the County without a written and duly executed amendment to the Agreement.

### **3.13 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 Respondent. 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 only 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.

### **3.14 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.).

### **3.15 Respondent's Responsibility**

A Respondent, by submitting a proposal, represents that:

- A. The Respondent has read and understands the RSQ in its entirety and that the proposal is made in accordance therewith;
- B. The Respondent possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the County;
- C. Before submitting its proposal, the Respondent has made all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the Contract and has verified any representations made by the County of Volusia, Florida, upon which the Respondent has relied;
- D. The Respondent understands and agrees that if the Respondent receives an award, failure to have made such investigations pursuant to Respondent's proposal to the RSQ will in no way relieve the Respondent from its obligations to comply in every detail with all provisions and requirements of the Contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Respondent for additional compensation or relief; and
- E. The Respondent understands and accepts that it will be held responsible for any and all discrepancies, errors, etc., in discounts or rebates which are discovered during the Contract term or up to and including three (3) fiscal years following the County's annual audit.

### **3.16 Debarment**

Purpose and Intent. The county endeavors to solicit offers from, award contracts to, and consent to subcontracts with responsible vendors and contractors only. To further this policy, the county asserts its authority to debar certain vendors and contractors from participating in solicitations pursuant to the policies and procedures herein. The serious nature of debarment requires that this sanction be imposed only when it is in the public interest for the county's protection and not for purposes of punishment. Debarment is intended as a remedy in addition to, and not in substitution of, the evaluation of the

responsibility of county vendors and contractors, and this policy and the procedures provided for herein shall not supplant or supersede county's authority to reject or otherwise terminate vendors or contractors based on findings of non-responsibility on a case-by-case basis.

Further information regarding the County's policies and procedures in regards to Debarment may be found at:

<https://www.volusia.org/core/fileparse.php/5896/urlt/Debarment-Policy-final-3-27-17.pdf>

### **3.17 Payment Terms**

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

### **3.18 Conflict of Interest Forms**

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.

### **3.19 Licenses and Certificates**

- A. The County reserves the right to require proof that each Respondent is an established business and is abiding by the ordinances, regulation, and laws of its community and the state of Florida, such as but not limited to: Business Tax Receipts, business licenses, Florida sales tax registration, Federal Employers Identification Number.
- B. The Respondent shall be required, upon notification of recommendation of award, to register with the Florida Department of State Division of Corporations at [www.sunbiz.org](http://www.sunbiz.org) in order to provide services under the resulting Contract.

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

### **3.20 Minor Irregularities**

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

### **3.21 Venue and Governing Law**

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

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

### **3.22 Insurance Requirements**

Contractor shall provide the required insurance detailed in Exhibit B for the entire Term of the Agreement. Regardless of anything submitted as proof of insurance, Contractor shall comply with all requirements of Exhibit B.

### **3.23 Unusual Costs**

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

Contractor shall also petition for a rate reduction on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year; failure to make such petition may be grounds for Contract termination.

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

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

**3.24 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. Qualifications of the firm and the employees assigned to the County; including references, experience and timeliness of performance;
  - 2. Resources of the firm; including data bases and website;
  - 3. Marketing and Advertising plans;
  - 4. Recruitment work plan and timeline;
  - 5. Record of success and tenure of Manager candidates placed;
  - 6. Strategy for recruitment and special services offered;
  - 7. Fee structure ( should include any reimbursable fees);
  - 8. Placement guarantee; and
  - 9. Financial stability: A Dun and Bradstreet report may be used by the County to evaluate Respondent's financial stability. All Respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year.

**3.25 Termination**

- A. The resulting Contract may be terminated by 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.
- 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 thirty (30) days written notice to the Director of Purchasing and Contracts. Failure to provide proper notice to the County may result in the Contractor 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; and
  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 3.25, Termination.
- E. After receipt of a notice of termination, the Contractor shall submit to the County its termination claim for amounts owed by County (which shall include, without limitation, all amounts due for work or services performed through the date of termination), in the form and with a certification as prescribed by the County. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions in writing are granted by the County, upon request of the Contractor made in writing within such thirty (30) days period or authorized extension thereof. Upon failure of the Contractor to submit its termination claim within the time allowed, the County may determine on the basis of information available to it, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined. In the event County terminates for convenience or non-appropriation, Contractor shall not be obligated to refund to County any prepaid fees.
- F. **Non-Appropriation.** The resulting Contract may be terminated by the County or Contractor if the County does not appropriate the funding in any fiscal year necessary to pay the compensation set forth in the Article entitled Compensation in the resulting Contract.
- G. In the event that the resulting Contract is terminated by the County or Contractor for non-appropriation, Contractor shall be paid in accordance with terms of the Article entitled Compensation in the resulting Contract. Contractor shall be paid (i) 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 (ii) for any work or deliverable that has been completed but not yet been paid. County's obligation to pay Contractor under this Section 3.255, Termination, and the resulting Contract is limited to the budgeted amount for the fiscal year approved by the Volusia County Council for the then current fiscal year of the resulting Contract. Contractor shall have no right to compel the Volusia County Council to appropriate funds for any fiscal year to pay the compensation.

- H. Upon being notified of County's election to terminate for default of Contractor, non-appropriation or convenience, Contractor and its Subcontractors shall refrain from performing further work or incurring additional expenses under the terms of the resulting Contract which is not specifically authorized in the notice of termination.
- I. If termination of the resulting Contract occurs for any reason:
  - 1. Except as otherwise provided in the resulting Contract, Contractor shall return to the County, or destroy, all County confidential information in Contractor's possession and shall certify the destruction or return of said information in a written document signed by the duly authorized representative of the Contractor that all such information has been destroyed or returned, provided that Contractor shall be permitted to retain an archival copy of any such confidential information (provided it continues to maintain the confidentiality of such as prescribed herein) to the extent necessary to have a record of the service performed hereunder.
  - 2. For all undisputed outstanding invoices submitted to the County for work completed or deliverables delivered prior to the effective date of the termination, the County shall cause payments to be made to Contractor within forty-five (45) days of receipt of invoice. Contractor shall invoice the County for any sums Contractor claims to be owed by County under the resulting Contract for work performed from the last invoice to the effective date of termination. County shall review such invoice for payment within fifteen (15) days of receipt and County shall pay any undisputed amount within forty-five (45) days, subject to the Article entitled Compensation in the resulting Contract. Any disputed amounts on any invoices shall be subject to the dispute resolution process set forth in the Article entitled Dispute Resolution in the resulting Contract.
- J. In the event of termination by the County for non-appropriation, for all items or products ordered by Contractor before receipt by Contractor of the notice of termination which Contractor could not cancel without imposition of a fee, the County shall cause payments to be made to Contractor within forty-five (45) days of receipt of an undisputed invoice for all cancellation, restocking or residual fees resulting from the cancellation or return of third party products ordered from or shipped by the vendor thereof prior to the effective date of the termination.



### **3.26 Incurred Expenses**

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

### **3.27 Post-Proposal Discussions with Respondents**

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

### **3.28 Presentations by Respondents**

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

### **3.29 Compliance with Laws and Regulations**

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

At time of submittal, Contractors must hold the required licensure to be the prime Contractor for all work to be performed under this RSQ. If any Contractor proposes to use a Subcontractor or sub-consultant to perform any work under this RSQ, such Subcontractor and/or sub-consultant shall, at the time of submittal, hold the required licensure for all work to be performed under this Contract as a Subcontractor and shall maintain such license(s)

in full force and effect during the term of the awarded Contract. All licenses and permits required to perform Contractor's duties under this RSQ, whether such license or permit is required by the federal government, State of Florida, Volusia County, or any municipality, shall be at each Contractor's sole cost and expense, and shall not be a cost of the County. All required licenses and permits shall be maintained in full force and effect during the term of the awarded Contract.

### **3.30 Limitation of Liability and Indemnification of County**

- A. Indemnification. The Contractor shall indemnify, defend and hold harmless the County, including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees, arising out of, resulting from, or incident to Contractor's performance of its obligations in whole or part of this Agreement, unless such injury or damage is occasioned solely by the fault, negligence, or willful misconduct of the County.
- B. In all claims against County, including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status, and any employee of Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be held legally 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 contractor, subcontractor or sub-subcontractor thereof under Florida's Workers' Compensation acts, disability benefit acts, or other employee benefit acts.
- C. **Sovereign Immunity.** County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes (as amended). Notwithstanding anything set forth in any Section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the County for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

### **3.31 Records & Right to Audit**

County shall have the right to audit the books, records, and accounts of Contractor and its Subcontractors that are related to the resulting Contract. Contractor and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record

complete and correct entries related to the resulting Contract. Contractor shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for a retention period of five (5) years after completion or termination of the Contract, and any renewals, as required by Item 65, General Records Schedule GS1-SL for State and Local Government Agencies, effective February 19, 2015 and the Florida Public Records Act (Chapter 119, Florida Statutes). Contractor shall, by written Contract, require its Subcontractors to agree to the requirements and obligations of this Section 3.311, Audits will be subject to applicable privacy and confidentiality laws and regulations and Contractor's privacy and confidentiality policies and procedures.

### **3.32 Change in Scope of Services/Work**

- A. The County may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the awarded Contract. No claims may be made by the Contractor that the scope of the project or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the Contract, unless such changes or adjustments have been made by written amendment or change order to the Contract signed by the County Representative, County's Director of Purchasing and Contracts, and the Contractor.
- B. If the Contractor believes that any particular work is not within the Statement of Work of the Contract, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the County's Representative in writing of this belief. If the County's Representative believes that the particular work is within the scope of the Contract as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the Statement of Work. The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.
- C. The County reserves the right to negotiate with the awarded Contractor(s) without completing the competitive RSQ process for materials, products, and/or services similar in nature to those specified within this RSQ for which requirements were not known when the RSQ was released.

### **3.33 Modifications Due to Public Welfare or Change in Law**

The County shall have the power to make changes in the Contract as the result of changes in law and/or Ordinances of Volusia County to impose new rules and regulations on the Contractor under the Contract relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare. The County shall give the Contractor notice of any proposed change and an opportunity to be heard concerning those matters. The Statement of Work and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to the manner, procedures, operations and obligations, financial or otherwise, of the Contractor. In the event any future change in Federal, State, or County law or the Ordinances of Volusia

County materially alters the obligations of the Contractor, or the benefits to the County, then the Contract shall be amended consistent therewith. Should these amendments materially alter the obligations of the Contractor, then the Contractor or the County shall be entitled to an adjustment in the rates and charges established under the Contract. Nothing contained in this Contract shall require any party to perform any act or function contrary to law. The County and Contractor agree to enter into good faith negotiations regarding modifications to the Contract which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to the Contract, the County and the Contractor shall negotiate in good faith, a reasonable and appropriate adjustment for any changes in services or other obligations required of the Contractor directly and demonstrably due to any modification in the Contract under this clause.

### **3.34 Right to Require Performance**

- A. The failure of the County at any time to require performance by the Contractor of any provision hereof shall in no way affect the right of the County thereafter to enforce same, nor shall waiver by the County of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.
- B. In the event of failure of the Contractor to deliver services in accordance with the Contract terms and conditions, the County, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.

### **3.35 Force Majeure**

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

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

detail the effect(s) of such event upon the party's performance of its obligations and duties pursuant to this Contract. Such notice shall be delivered or otherwise communicated to the other party within two (2) business days following the failure or delay caused by the Force Majeure Event, or as soon as possible after such failure or delay if the Force Majeure Event precludes the non-performing party from providing notice within such time period.

- C. In the event of a Force Majeure Event, the time for performance by the parties under the applicable statement of work shall be extended for a period of time equal to the time lost by reason of such cause through execution of a change order pursuant to the terms of the Contract.

### **3.36 Contractor's Personnel**

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

By submission of a proposal, each Contractor certifies that it does not and will not, during the performance of the awarded Contract, employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended.

During the performance of the Contract, the Contractor shall agree to the following:

- The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.

Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section 3.36.

The Contractor shall include the provisions of the foregoing paragraphs above in every subcontract or purchase order so that the provisions will be binding upon each Subcontractor.

The Contractor and any Subcontractor shall pay all employees working on the awarded Contract not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794), as amended.

Any information concerning the County, its products, services, personnel, policies, or any

other aspect of its business learned by the Contractor or personnel furnished by the Contractor in the course of providing services pursuant to the Contractor, shall be held in confidence and shall not be disclosed by the Contractor or any employee or agents of the Contractor or personnel furnished by the Contractor, without the prior written consent of the County.

### **3.37 Disadvantaged Business Enterprise Program**

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

### **3.38 Claim Notice**

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

Name: County of Volusia, Florida

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

### **3.39 County/Contractor Relationship**

Any awarded Contractor shall provide the services required herein strictly under a Contractual relationship with the County and is not, nor shall be, construed to be an agent or employee of the County. As an independent Contractor the awarded Contractor shall pay any and all applicable taxes required by law; shall comply with all pertinent Federal, State, and local statutes including, but not limited to, the Fair Labor Standards Act, the Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The Contractor shall be responsible for all income tax, FICA, and any other withholdings from its employees or Subcontractor's wages or salaries. Benefits for same shall be the responsibility of the Contractor including, but not limited to, health and life insurance, mandatory social security, retirement, liability/risk coverage, and worker's and unemployment compensation.

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

### **3.40 Copyright Clause**

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

### **3.41 Damages**

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

### **3.42 Commissions**

In light of FL Statute, §624.428, all insurers proposing shall have "an insurance agent of the insurer duly licensed under the law of this state, who shall receive the usual commission due to an agent from such insurer".

If the administrative component of your fully insured rate includes "standard" commissions or a commission percentage, please fully disclose that amount as a footnote on the fully insured rate pages. Under no circumstance is an insurer to load its rates to pay for additional commissions.

If an agent is named other than a direct employee of the insurer, the County reserves the right to rename any agents-of-record, if said agent does not (in the sole opinion of the County) adequately service the account, as well as to require certain services from independent agents in light of their compensation.

### **3.43 Proposal Acceptance/Rejection**

The County reserves the right to accept or reject any or all proposals received as a result of this RSQ, or to negotiate separately with competing Respondents, and to waive any informalities, defects, or irregularities in any proposal, or to accept that proposal or proposals, which in the judgment of the proper officials, is in the best interest of the County.

### **3.44 Proposal Acceptance Period**

Any Proposal in response to this RSQ shall be valid through December 5, 2018. At the end of this time the proposal may be withdrawn at the written request of the Respondent if no award has been made. If the Proposal is not withdrawn at that time it remains in effect

until an award is made or the solicitation is canceled regardless of the status of the proposal bond. The County reserves the right to request an extension of the proposals if a Contract has not been executed by December 5, 2018.

#### **4.0 SUBMITTAL REQUIREMENTS**

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

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

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

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

All proposals shall include, at a minimum:

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

- A. A submittal letter signed by an authorized agent of the firm, as listed on the Florida Department of State, Division of Corporations' Sunbiz report available at [www.sunbiz.org](http://www.sunbiz.org) (Sunbiz), shall be required. If anyone other than the officers listed on the Sunbiz website will be signing this RSQ, a memorandum of authority signed by an officer of the firm allocating authorization shall be required. If firm is not currently registered as a vendor in the State of Florida (Sunbiz), include documentation designation of contracting authority. The memorandum of authority shall be on the firm's letterhead and shall clearly state the name, title and contact information for the individual designated by the firm.
- B. A brief profile of the firm, including:
  - 1. A brief history of the business;
  - 2. Organizational structure of business;
  - 3. Designation of the legal entity by which the business operates (i.e., sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, etc.) including documentation from the appropriate state's agency confirming firm's legal entity type. For non-Florida businesses, submit documentation from the state in which the business was formed and documentation



from the State of Florida providing authorization to perform business in the state of Florida;

4. A Florida Department of State, Division of Corporations' Sunbiz report available at [www.sunbiz.org](http://www.sunbiz.org);
5. Active business venues (counties, states, etc.);
6. The overall qualifications of the business to provide the services requested;
7. 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. This should include references, experience and timeliness of performance.

#### **Tab 2. Project schedule and approach to the project**

Submittal shall include an estimated timeline of the project, noting milestones and dates for deliverables. A narrative of the approach to the project and hours and personnel assigned to each task shall also be included.

- A. Recruitment workplan and timeline.
- B. Marketing and advertising plan.
- C. Strategy for recruitment and any special services offered.

#### **Tab 3. Resources**

A brief description of what additional resources the potential Respondent possesses to complete this project. Including any data bases used and html site to evaluate website.

#### **Tab 4. Cost and Warranty**

- A. Provide the fee structure for this engagement, including any reimbursable fees.
- B. Explain the firms Placement Guarantee.

#### **Tab 5. References**

- A. Provide three (3) references of the same or similar magnitude to this solicitation request, including company name, contact 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. (see Section 6.0)
- B. List of successfully placed Manager candidates and the tenure.

#### **Tab 6. Financial Stability**

A Dun and Bradstreet report may be used by the County to evaluate Respondent's financial stability. All Respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year.

## **Tab 7. Forms**

### **A. 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 submission requirement:

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

See Volusia County Code of Ordinances, Part II, *Code of Ordinances*, Ch. 114, *Taxation*, Article I, at

[www.volusia.org/revenue/local-business-tax/business-tax-frequently-asked-questions.shtml](http://www.volusia.org/revenue/local-business-tax/business-tax-frequently-asked-questions.shtml)

### **B. 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 and be in accordance with Exhibit "B" Insurance Requirements.**

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. (see Section 9.0)

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.

### **C. Conflict of Interest Disclosure Form**

All Respondents shall properly complete, have notarized, and include with their proposal the attached statement disclosing any potential conflict of interest that the Respondent may have due to ownership, other clients, contracts, or interests associated with this project. (see Section 10.0)

### **D. W-9.**

Include a completed W-9 form. If the firm is not registered with Volusia County, on-line registration is available at [www.volusia.org/purchasing](http://www.volusia.org/purchasing) under *Vendor Self Service*, which links to the registration site. The W-9 form can be accessed through this site as well.

**E. 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.**

**F. Drug-Free Work Place Form (see Section 11.0)**

**G. Certification Regarding Debarment Form (see Section 12.0)**

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

## 5.0 PROPOSAL FORM

\_\_\_\_\_, 2018

TO: County of Volusia, Florida  
Office of Purchasing and Contracts Director  
123 W. Indiana Avenue, Room 302  
DeLand, FL 32720-4608

The undersigned hereby declares that [firm name] \_\_\_\_\_  
has carefully examined the specifications to provide Executive Search services for which proposals  
were advertised to be received **no later than 3:00 p.m., EST, on Wednesday, September 5,  
2018**, and further declare that the firm will furnish the services according to specifications  
contained herein.

Please respond to the following pertaining to the cost of services:

Sole Proprietor ☐ YES ☐ NO Total number of employees \_\_\_\_\_

Prompt Payment Discount, if applicable: \_\_\_\_\_ % \_\_\_\_\_ Days; Net 45 Days

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

Do you offer a discount for electronic funds transfer (EFT)? ☐ YES ☐ NO

Have you supplied all the Submittal Requirements outlined below?

- ☐ Tab 1 - Qualification data, Submittal Letter and/or Memorandum of Authority
- ☐ Tab 2 – Schedule and Approach
- ☐ Tab 3 – Resources
- ☐ Tab 4 – Cost Proposal
- ☐ Tab 5 – References
- ☐ Tab 6 - Financial Statement (upon request)
- ☐ Tab 7 – Forms
  - ☐ If you have a physical location in Volusia County, submit one of these:  
Current **Business Tax Receipt OR Proof of Exemption** Form
  - ☐ Proof of Insurance
  - ☐ Hold Harmless Agreement and/or Notice of Election to be Exempt, if  
required
  - ☐ Conflict of Interest Form
  - ☐ Tax Identification Number Form
  - ☐ Any addenda pertaining to this RSQ
  - ☐ Drug Free Workplace Form
  - ☐ Certification Regarding Debarment (Prime) Form
- ☐ Tab 8 – Additional Information
- ☐ Did you include a CD or USB drive, as required in the Section entitled Submittal  
Form?

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. **18-SQ-138JJ, Executive Search Consultant**, 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 Section 3.22, Insurance Requirements above, upon notification of recommendation of award.

---

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

**x**

---

Authorized Signature

---

Printed Name

---

Title

Date

---

Company Name

---

Full Address

---

Telephone

Fax

E-mail Address

---

Dunn & Bradstreet #

Federal I.D. #

---

## 6.0 REFERENCES

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

**7.0 NOTIFICATION REGARDING PUBLIC ENTITY CRIME 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

## 8.0 PROOF OF EXEMPTION



### BUSINESS SERVICES

#### REVENUE DIVISION

123 W. INDIANA AVE. • ROOM 103 • DeLAND, FL 32720-4602

PHONE: 386-736-5938 • FAX: 386-822-572

[www.volusia.org/revenue](http://www.volusia.org/revenue)

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

☐ Florida Statute 205. 063

☐ Florida Statute 205. 064

☐ Florida Statute 205. 065

☐ Florida Statute 205. 162

☐ Florida Statute 205. 171

☐ Florida Statute 205. 191

☐ Florida Statute 205. 192

[www.volusia.org/revenue/local-business-tax/business-tax-frequently-asked-questions.shtml](http://www.volusia.org/revenue/local-business-tax/business-tax-frequently-asked-questions.shtml)

**OR** is the type of business indicated below:

☐ Child Care – Residential

☐ Commercial Rentals

☐ Door to Door/Peddler Sales

☐ Insurance Adjuster,

Agent, or Company

☐ Pharmacist/Pharmacy

(Prescription Drugs Only)

☐ Radio/Television Station

☐ Religious Institution

☐ Residential Rentals over 6months

☐ Sale of Alcoholic Products only

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Printed Name)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

\_\_\_\_\_  
NOTARY PUBLIC – STATE OF \_\_\_\_\_

Type or print name:

\_\_\_\_\_  
Commission No.: \_\_\_\_\_

\_\_\_\_\_  
Commission Expires: \_\_\_\_\_

(Seal)

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

\_\_\_\_\_  
Revenue Director/Designee



## 9.0 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 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: \_\_\_\_\_ (print name) \_\_\_\_\_ (signature)  
Employee 2: \_\_\_\_\_ (print name) \_\_\_\_\_ (signature)  
Employee 3: \_\_\_\_\_ (print name) \_\_\_\_\_ (signature)

---

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

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

\_\_\_\_\_  
NOTARY PUBLIC – STATE OF

\_\_\_\_\_  
Type or print name:

\_\_\_\_\_  
Commission No.: \_\_\_\_\_

\_\_\_\_\_  
Commission Expires: \_\_\_\_\_

(Seal)

## 10.0 CONFLICT OF INTEREST FORM

I HEREBY CERTIFY that

1. I, *(printed name)* \_\_\_\_\_, am the  
*(title)* \_\_\_\_\_ and the duly authorized representative of  
the firm of *(Firm Name)* \_\_\_\_\_ whose address is  
\_\_\_\_\_, and that I possess the  
legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,  

2. Except as listed below, no employee, officer, or agent  
of the firm have any conflicts of interest, real or apparent, due  
to ownership, other clients, contracts, or interests associated  
with this project; and,
3. This Bid Submittal is made without prior understanding, agreement, or connection with any  
corporation, firm, or person submitting a Bid for the same services, and is in all respects fair and  
without collusion or fraud.

EXCEPTIONS to items above (List): \_\_\_\_\_  
\_\_\_\_\_

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)

## 11.0 DRUG-FREE WORK PLACE

The undersigned firm in accordance with Florida statute 287.087 hereby certifies that

\_\_\_\_\_ does:  
(Name of Firm)

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

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

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Firm

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

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

## 12.0 CERTIFICATION REGARDING DEBARMENT

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

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

---

Name and Title

---

Date

---

Signature

---

Firm

---

Street address

---

City, State, Zip