



City of Mount Dora
510 North Baker Street
Mount Dora, Florida 32757
352-735-7126

Mount Dora City Council
Mount Dora City Hall Board Room
510 North Baker Street, Mount Dora, Florida 32757
January 6, 2026, 6:00 PM

AGENDA

CALL TO ORDER

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

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PUBLIC HEARINGS - RESOLUTIONS/ORDINANCES

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PRIORITY PROJECT UPDATES

CITY MANAGER'S REPORT

CITY ATTORNEY'S REPORT

COMMUNICATIONS AND REPORTS

1. Councilmember Doug Bryant
2. Councilmember Cal Rolfson
3. Councilmember Dennis Dawson
4. Councilmember Marc Crail
5. Councilmember Nate Walker
6. Vice-mayor John Cataldo
7. Mayor James Homich

UPCOMING MEETING DATES

1. Tuesday, January 20, 2026, 6:00 p.m., Regular Session
2. Tuesday, February 3, 2026, 6:00 p.m., Regular Session
3. Monday, February 9, 2026 6:00 p.m., Workshop Special Events / Festivals
4. Tuesday, February 17, 2026, 6:00 p.m., Regular Session
5. Tuesday, March 3, 2026, 6:00 p.m., Regular Session

ADJOURNMENT

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES, IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE AT THIS MEETING WITH RESPECT TO ANY MATTER CONSIDERED AT ANY MEETING OR HEARING, SUCH PERSON MAY NEED A RECORD OF THESE PROCEEDINGS FOR SUCH PURPOSE, A PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. VERBATIM RECORD WILL NOT BE PROVIDED BY THE CITY OF MOUNT DORA.

NOTICE: IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, PERSONS NEEDING A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE CITY CLERK AT LEAST 48 HOURS PRIOR TO THE PROCEEDINGS. TELEPHONE (352) 735-7126 FOR ASSISTANCE. IF HEARING IMPAIRED, TELEPHONE THE FLORIDA RELAY SERVICE NUMBERS, (800) 955-8771 (TDD) OR (800) 955-8770 (VOICE) FOR ASSISTANCE.



510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: January 6, 2026

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Proclamation Recognizing Florida Arbor Day

Introduction:

This is an opportunity for Mayor to read a Proclamation recognizing Florida Arbor Day.

Discussion:

Florida celebrates its own Arbor Day on the third Friday in January, which is an ideal time for planting trees in the state's warm climate as they are dormant, allowing for better root establishment before spring growth. While the national Arbor Day is in April, Florida's early January date, established in 1886, encourages planting trees that benefit the environment by providing oxygen, improving air quality, and saving energy.

Budget Impact:

N/A

Strategic Impact:

Strategic Initiative 2: Beautify Mount Dora

Enhance the aesthetic appeal of Mount Dora through well-maintained landscaping, public art, hardscape design elements, and streetscapes where appropriate.

- Goal 4: Promote urban greening throughout the City with special focus on corridors, parks, open spaces, and gateways.
- Goal 5: Implement beautification improvements to parks and open spaces.

Recommendation:

Mayor to read the Proclamation into the record.

Attachment(s):

1. Proclamation.Florida Arbor Day.2026

Prepared by: Kimberly LaFlamme, Deputy City Clerk

Reviewed by:

Mark Miller,

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 12/11/2025

Approved - 12/16/2025

Final Approval - 12/16/2025



PROCLAMATION

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday called Arbor Day was first observed with the planting of more than one million trees in Nebraska, and is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in our City increase property values, enhance the economic vitality of business areas and beautify our community, and are a source of joy and spiritual renewal; and

WHEREAS, the City of Mount Dora has been recognized as a Tree City USA by the National Arbor Day Foundation since 1989, and desires to continue its tree planting efforts; and

WHEREAS, though most of the nation extols the virtues of trees in April, each state observes Arbor Day at the time considered best for tree-planting in its particular region. In Florida, Arbor Day is the third Friday in January.

NOW, THEREFORE, I, James L. Homich, Mayor of the City of Mount Dora, Florida, do hereby proclaim January 16, 2026, as

FLORIDA ARBOR DAY

in the City of Mount Dora, and hereby encourage all citizens to support efforts to care for our trees and woodlands and to support the City's Tree Replacement Program. I further encourage all citizens to plant trees to gladden the hearts and promote the well-being of present and future generations.

IN WITNESS WHEREOF, I hereunto set my hand and cause the Seal of the City of Mount Dora to be affixed this 6th day of January 2026.

James L. Homich, Mayor



510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: January 6, 2026

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Proclamation Adopting the Official Trees of the City of Mount Dora

Introduction:

This is an opportunity for Mayor to read a Proclamation Adopting the Official Trees of the City of Mount Dora

Discussion:

This agenda item provides an opportunity to officially recognize two distinctive trees that reflect the natural beauty, environmental stewardship, and community spirit of the City of Mount Dora.

The City of Mount Dora, known for its small-town charm and expansive canopy of mature oak trees, is designated as a “Tree City USA” in recognition of the essential role its urban forest plays in supporting community well-being, environmental health, and overall quality of life. The City’s Urban Forestry Department, in partnership with the Mount Dora Friends of the Environment, actively works to expand and preserve the community’s tree canopy and supports the establishment of officially designated canopy and understory trees to advance sustainable urban forestry practices.

The Live Oak (*Quercus virginiana*) is proposed to be designated as the City of Mount Dora’s official canopy tree in recognition of its iconic presence, longevity, and significant contribution to the community’s character, shade, and urban forest canopy. Live oaks are deeply ingrained in the City’s identity and are often prioritized for new plantings due to their majestic size, durability, and strong association with Florida’s natural landscape. The City actively promotes the planting of live oaks through its Urban Forestry programs, balancing strong community preference for the species with practical considerations such as available space and utility clearance. Widely regarded as heritage trees throughout the region, live oaks are viewed by residents as integral to Mount Dora’s character and sense of place.

The Eastern Redbud (*Cercis canadensis*) is proposed to be designated as the City of Mount Dora’s official understory tree in recognition of its seasonal beauty, ecological value, and role in

supporting a diverse and resilient urban forest. The Eastern Redbud is an approved and popular species within the City’s Free Tree Programs and is valued for its vibrant pink blossoms that signal the arrival of spring and add distinctive seasonal color to the City’s landscape. Native to the eastern United States and well adapted to Florida’s sandy soils and varying light conditions, the Eastern Redbud is a low-maintenance ornamental tree that supports pollinators and birds, making it an ideal understory species for residential and public landscapes.

Budget Impact:

N/A

Strategic Impact:

Strategic Initiative 2: Beautify Mount Dora

Goal 4: Promote urban greening throughout the City with special focus on corridors, parks, open spaces, and gateways.

Recommendation:

Mayor to read the Proclamation into the record and for City Council to adopting the Official Trees of the City of Mount Dora as the Live Oak (*Quercus virginiana*) and Eastern Redbud (*Cercis canadensis*).

Attachment(s):

1. Proclamation Adopting Official Trees of the City

Prepared by: Mark Miller

Reviewed by:

Mark Miller,

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 12/11/2025

Approved - 12/16/2025

Final Approval - 12/16/2025



PROCLAMATION

Adopting the Official Trees of the City of Mount Dora

WHEREAS, the City of Mount Dora known for its small-town charm and large canopy oak trees, is a designated "Tree City USA," recognizing the vital role its urban forest plays in the well-being of the community and the environment; and

WHEREAS, the City's Urban Forestry Department, along with the Mount Dora Friends of the Environment are passionately working together to expand our community's tree canopy both strongly supporting the establishment of an official canopy and understory tree; and

WHEREAS, the Live Oak (*Quercus virginiana*) has long been an iconic symbol of the City's streets and historic areas, appreciated for its grand stature, extensive canopy, and the natural beauty it provides with its Spanish moss drapes, contributing significantly to the City's unique aesthetic and quality of life; and

WHEREAS, the Eastern Redbud (*Cercis canadensis*) is an approved and popular understory tree in the City's Free Tree Programs, celebrated for its vibrant pink and purple blossoms that herald the arrival of spring and add a splash of color to the City's landscape; and

WHEREAS, it is fitting to officially recognize these two distinctive trees that capture the essence of Mount Dora's natural beauty and community spirit;

NOW, THEREFORE, I, **James L. Homich**, Mayor of the **City of Mount Dora, Florida**, in the interest of preserving and celebrating the City's natural heritage, do hereby proclaim the Live Oak as the Official Canopy Tree of the City of Mount Dora and the Eastern Redbud as the Official Understory Tree of the City of Mount Dora, and call upon all residents, businesses, and community leaders to recognize and cherish these trees for their invaluable contributions to our community's beauty and environment.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Mount Dora to be affixed this 6th day of January, 2026.

James L. Homich, Mayor



510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: January 6, 2026

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Proclamation Recognizing Dr. Martin Luther King, Jr. Day

Introduction:

This is an opportunity for Mayor to read a Proclamation recognizing Dr. Martin Luther King, Jr. Day.

Discussion:

Dr. Martin Luther King, Jr. Day is observed annually on the third Monday of January to honor the life, legacy, and enduring impact of Dr. King, whose leadership and advocacy advanced civil rights, equality, and social justice in the United States. The observance provides an opportunity for reflection on Dr. King's principles of nonviolence, service, and unity, and their continued relevance in fostering inclusive and engaged communities. The City of Mount Dora has historically recognized Dr. Martin Luther King, Jr. Day through official proclamations as a demonstration of the City's commitment to respect, equality, and community awareness. Issuance of this proclamation affirms the City Council's recognition of Dr. King's contributions and encourages residents to honor the day through remembrance, service, and community engagement.

Budget Impact:

N/A

Strategic Impact:

This item aligns with the City of Mount Dora Strategic Plan by supporting goals related to community engagement, inclusion, and strengthening community connections.

Recommendation:

Mayor to read the Proclamation into the record.

Attachment(s):

1. Proclamation.MLK.2026

Prepared by: Kimberly LaFlamme, Deputy City Clerk

Reviewed by:

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 12/16/2025

Final Approval - 12/16/2025



PROCLAMATION

WHEREAS, the Reverend Dr. Martin Luther King Jr. devoted his life to the principles of equality, justice, and nonviolent social change, and inspired millions through his enduring vision of a world united in freedom and dignity; and

WHEREAS, his leadership during pivotal moments such as the Birmingham Campaign of 1963 and the March on Washington for Jobs and Freedom later that year brought national attention to the injustices of segregation and economic inequality, culminating in his historic “I Have a Dream” speech, which articulated a vision of racial harmony and equality that continues to resonate today; and

WHEREAS, Dr. King’s commitment to justice led to the passage of landmark legislation, including the Civil Rights Act of 1964 and the Voting Rights Act of 1965, which dismantled legal barriers to equality; and

WHEREAS, Dr. King’s work and vision earned him the Nobel Peace Prize in 1964, making him the youngest recipient at the time, and his legacy continues to inspire individuals and communities around the world to pursue justice, equality, and peace; and

WHEREAS, Dr. King’s legacy continues to guide us in our shared pursuit of creating communities where all individuals are valued and treated with respect, regardless of race, religion, or background; and

WHEREAS, January 19, 2026, marks Martin Luther King, Jr. Day, a national holiday and a day of service dedicated to honoring his extraordinary life and work, reminding us of our moral responsibility to strive toward a fairer and more inclusive society; and

WHEREAS, the City of Mount Dora recognizes the importance of commemorating Dr. King’s ideals by promoting unity, fostering understanding, and encouraging acts of service that uplift our community; and

NOW, THEREFORE, I, MAYOR JAMES L. HOMICH, do hereby proclaim January 19, 2026, as **DR. MARTIN LUTHER KING, JR. DAY** in the City of Mount Dora, and encourage all residents, businesses, schools, and organizations to honor this day by reflecting upon Dr. King’s legacy, participating in community service, and striving to create a society where equality and opportunity are realities for all.

James L. Homich, Mayor



510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: January 6, 2026

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Lake County Trails Update

Introduction:

This is an opportunity for City Council to receive an update on Lake County trails.

Discussion:

Mike Stephens, representing Friends of Lake County Trails, will provide an update on trail projects throughout Lake County and will be available to answer questions.

Budget Impact:

N/A

Strategic Impact:

Strategic Initiative 1: Promote Economic Development

Goal 2: Enhance alternative mobility transportation modes to include trail networks.

Objective 2.1 - Promote golf carts, pedestrian, and bike access throughout the City with focus on safety.

Recommendation:

Informational purposes only.

Attachment(s):

Prepared by: Misty Sommer, Director of Economic Development & Public Information

Reviewed by:

Misty Sommer, Director of Economic Development & Public Information

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 10/13/2025

Approved - 12/16/2025

Final Approval - 12/16/2025



510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: January 6, 2026

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Approval of a Piggyback Agreement with Guardian Equipment, Inc.

Introduction:

This is a request for City Council to approve a piggyback agreement with Guardian Equipment, Inc. based upon a contract between Guardian Equipment, Inc. and Volusia County, Florida for the maintenance of the chemical feed systems, repair services, and equipment services.

Discussion:

The City treatment facilities currently use chemical feed equipment at both the water and wastewater treatment facilities. Each treatment operation is required to add chemicals such as disinfectants to maintain treatment standards with its Florida Department of Environmental Protection (FDEP) operational treatment permit. Chemical feed equipment commonly operates independently 24 hours/day in automated modes. The concentrated treatment chemicals are corrosive and can be the source of wear on the systems. As these chemical feed systems age or possibly tolerate lightening damage, specialized maintenance and repair is necessary. Without a preventative maintenance contract service, these systems can fail, causing treatment disruptions and permit violations.

This represents the best option to keep the City's systems in optimum working condition. Guardian Equipment, Inc. is a local vendor offering competitive pricing for this service.

Volusia County, Florida's contract with Guardian Equipment, Inc. is provided in Exhibit #2 of the signed agreement, for reference. The Underlying Agreement between Volusia County and Guardian Equipment, Inc. for Chemical Feed System Maintenance and Repair Services, Master Agreement Term is from 2025-07-21 to 2028-07-21 with the option to renew for up to two (2) additional one-year periods. New equipment can also be purchased at discounted commercial chemical feed equipment catalog pricing.

Budget Impact:

This is an as-needed service contract to keep the utility chemical feed systems operating and treatment within compliance.

The FY 26/27 budget contains funding for renewal and replacement monies for maintaining and replacing chemical feed equipment. Preventive maintenance with a renewal and replacement program is cheaper than emergency repair and treatment disruptions.

Strategic Impact:

Objective 8.5, "Ensure that utility and public works infrastructure is properly maintained to meet established safety and minimum level of maintenance standards."

Recommendation:

City Council to approve piggyback agreement with Guardian Equipment, Inc.

Attachment(s):

1. MD_Guardian Equipment Piggyback (12.01.2025)(w Exhibits 1 and 2)
2. PUR - Master Agreements _ 12625 - 1 _ _ GUARDIAN EQUIPMENT INC _ 6_11_2025 _ 97041100030
3. Attachment_A-Pricing_Sheet
4. ITB-25-B-110LS-2025-11-12-12-18-10

Prepared by: Bill Mitchell, City Engineer

Reviewed by:

Andrew Marsian, Public Works and Utilities Director

Whitney Donovan, Purchasing Coordinator

Matthew Dodson, Budget Officer

Jennifer Gates, Finance Director

City Attorney, City Attorney

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 12/18/2025

Approved - 12/19/2025

Approved - 12/19/2025

Approved - 12/19/2025

Approved - 12/27/2025

Approved - 12/27/2025

Final Approval - 12/29/2025

AGREEMENT

THIS AGREEMENT is made by and between the **CITY OF MOUNT DORA**, a Florida municipal corporation with an address of 510 N. Baker Street, Mount Dora, Florida 32757 (the “City”), and **GUARDIAN EQUIPMENT, INC.**, a Florida corporation with an address of 330 Hickman Drive, Sanford, Florida 32771 (“Contractor”) (collectively the “Parties”).

WITNESSETH:

WHEREAS, the City has determined that it is in its best interest to utilize that Chemical Feed System Maintenance and Repair Services Agreement between the County of Volusia, Florida (the “County”), and Contractor, dated June 11, 2025 (hereinafter the “Underlying Contract”), which was competitively solicited for and negotiated by the County through ITB 25-B-110LS, attached hereto as **Exhibit 1** and incorporated herein by this reference; and

WHEREAS, Contractor has exhibited in its response to ITB 25-B-110LS that it is capable of providing the services required by the City.

NOW THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the Parties agree as follows:

SECTION 1. TERM AND TERMINATION

The term shall commence on the latest date of execution by all signatories to this Agreement (the “Effective Date”) and continue for a period of three (3) years (the “Initial Term”), unless terminated earlier as set forth herein. At the end of the Initial Term, this Agreement may be renewed for up to two (2) additional one-year periods (each a “Renewal Term”) upon written agreement of the Parties, subject to appropriation of funds by the City Council.

SECTION 2. SERVICES, PRICING, AND CONTRACTOR OBLIGATIONS

A. Contractor will provide materials, labor, services, and pricing to the City as set forth in the Underlying Contract, attached hereto as **Exhibit 2** and incorporated herein by this reference. Notwithstanding any contrary provision in the Underlying Contract, all materials, labor, and services to be provided or performed shall be completed in a good and workmanlike manner in conformance with commonly accepted industry and professional codes and standards, standards of the City, and the laws of any applicable federal, state, or local regulatory agency. Contractor shall not have the authority to create or cause to be created any liens for labor and/or materials on or against the City or any property owned by the City. Such lien, attachment, or encumbrance, until it is removed, shall preclude all claims or demands for any payment expected by virtue of this Agreement.

B. Contractor shall remain authorized to do business within the State of Florida, maintain adequate and competent staff, and ensure that all its employees, agents, representatives, volunteers, and the like, fully comply with all the terms and conditions set forth herein.

C. The services shall only be performed by Contractor and shall not be subcontracted to any third party or other independent contractors without the City’s prior written approval, which approval shall be at the City’s sole discretion. Contractor shall be responsible for the payment of all subcontractors and remain liable for the satisfactory completion of all subcontracted work. Contractor shall ensure that any approved subcontractor executes all affidavits and certifications required by

federal, state, or local laws, statutes, or ordinances, including, but not limited to, the Human Trafficking Affidavit prior to the subcontractor performing any work.

SECTION 4. **FUND AVAILABILITY; USE OF CONTRACTOR**

The services to be performed in accordance with this Agreement are subject to the City's annual appropriation of funds. The City, in its sole discretion, reserves the right to forego use of Contractor for any project that may fall within the scope of services described herein.

SECTION 3. **CONFLICT**

To the extent there are any conflicts or inconsistencies between this Agreement and any exhibits or attachments hereto, the terms of this Agreement shall govern and control. In addition, in the event the City issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and/or materials to be provided and performed under this Agreement, the Parties hereby expressly acknowledge and agree that any such purchase order, memorandum, letter, or other instrument is for the City's internal purposes only, and any terms, provisions, or conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon. Likewise, any invoice or other instrument issued by Contractor shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

SECTION 5. **APPLICABLE LAW; VENUE; JURY TRIAL**

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida, without regard to the principles of conflicts of laws. Venue for any action arising under this Agreement shall be in the state or federal courts having jurisdiction in Lake County, Florida. Both Parties hereby submit to the exclusive jurisdiction and venue of any such court. **THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR CLAIM ARISING OUT OF THIS AGREEMENT, WHICH MAY BE BROUGHT BY EITHER OF THE PARTIES HERETO.**

SECTION 6. **NOTICE**

All notices or communications required or permitted under this Agreement shall be in writing and shall be deemed delivered if delivered by hand or sent by certified mail, return receipt requested, to the addresses set forth below. Each party shall notify the other in writing of any changes to their contact information. Routine day-to-day communications may be conducted via email.

CITY:
Attn: City Manager
City of Mount Dora
510 N. Baker Street
Mount Dora, Florida 32757

CONTRACTOR:
Mark Cliburn, President
Guardian Equipment, Inc.
330 Hickman Drive
Sanford, Florida 32771

SECTION 7. **INDEPENDENT CONTRACTOR**

The relationship of the Parties is that of independent contractors. Nothing in this Agreement and no course of dealing between the Parties shall be construed to create or imply an employment or agency relationship or a partnership or joint venture relationship between the Parties or between one Party and the other Party's employees or agents. Contractor will retain sole and absolute discretion in

the judgment of the manner and means of carrying out Contractor's activities and responsibilities under this Agreement. Each Party shall be solely responsible for payment of the salaries of its employees and personnel (including withholding of income taxes and social security), workers' compensation, and all other employment benefits.

SECTION 8. **EQUAL OPPORTUNITY EMPLOYER**

Contractor certifies that it is an equal opportunity employer and agrees to comply with all applicable federal, state, and local equal opportunity employment laws. Contractor further agrees to include a similar non-discrimination provision in all subcontracts entered into pursuant to this Agreement and will take reasonable steps to ensure compliance with such provision by its subcontractors.

SECTION 9. **INDEMNIFICATION**

Contractor shall at all times hereafter indemnify and hold harmless the City and its officials, employees, agents, representatives, and volunteers from and against any causes of action, demands, claims, losses, fines, penalties, expenditures of any kind, including, but not limited to, attorneys' fees, court costs and expenses, and any liabilities by reason of injury to or death of any person, or damage, destruction, or loss to any property, arising out of or connected to this Agreement, except to the extent caused by the gross negligence or intentional misconduct of the City. The provisions and obligations of this Section SHALL NOT be limited by any required insurance coverage amounts and shall survive the termination or natural expiration this Agreement.

SECTION 10. **AUDITING, RECORDS, AND INSPECTION**

Throughout the term of this Agreement, Contractor shall maintain, and require any subcontractors to maintain, complete and correct records, books, documents, papers, and accounts of all activities related to this Agreement (the "Records") in compliance with generally accepted accounting procedures. Such Records shall be available upon reasonable notice for examination and audit by an authorized City representative. Contractor further agrees to retain such Records for a period of three (3) years after the termination or natural expiration of this Agreement. Contractor expressly acknowledges that by virtue of this Agreement Records related to this Agreement shall be subject to the applicable provisions of Florida's Public Records Law (Fla. Stat. Chapter 119). The City reserves the right to conduct an audit within sixty (60) days from the Effective Date of this Agreement to determine whether Contractor can fulfill its contractual obligations to the satisfaction of the City and to terminate this Agreement based upon the audit findings without regard to any notice requirements for termination set forth herein.

SECTION 11. **ASSIGNMENT; BINDING EFFECT**

Contractor shall not assign this Agreement, in whole or in part, nor delegate any performance hereunder, without the express written approval of the City, which consent shall be at the City's sole discretion. Any assignment without such consent shall be null and void. This Agreement shall be binding upon and inure to the benefit of the Parties, their heirs, personal representatives, successors, and/or assigns.

SECTION 12. **DISPUTE RESOLUTION**

Any provisions in any Exhibits attached hereto relating to dispute resolution are expressly excluded and shall have no force or effect. In the event of any dispute, claim, or controversy arising

under or in connection with this Agreement, the Parties agree to first attempt to resolve the matter through good faith negotiations. Either Party may initiate the negotiation process by providing written notice outlining the nature of the dispute to the other Party. If the Parties are unable to resolve the dispute within thirty (30) days of such notice, the Parties may proceed to resolve the matter through alternative dispute resolution procedures. The Parties shall bear the costs of their own legal fees with respect to any dispute resolution, including litigation. Notwithstanding the existence of a claim or other dispute between the Parties, Contractor shall be obligated to prosecute all work in a good and workmanlike manner and in accordance with this Agreement provided the City continues to make payment of undisputed amounts. Contractor and its subcontractors shall have no right to suspend any performance of services hereunder or to cause any work to be delayed due to the existence of a claim or dispute.

SECTION 13. **FORCE MAJEURE**

Neither Party shall be liable for any delay in performance or failure to perform any obligation hereunder if and to the extent that such failure or delay is caused by an event or condition beyond its reasonable control (a “Force Majeure Event”). A Force Majeure Event shall include, but not be limited to, civil commotion, war, fires, floods, accident, earthquakes, inclement weather, telecommunications line failures, electrical outages, network failures, pandemics, epidemics, local disease outbreaks, public health emergencies, governmental regulations or controls, casualty, strikes or labor disputes, terrorism, or acts of God. A delayed or nonperforming Party shall use reasonable efforts to notify the other Party of the occurrence of a Force Majeure Event within five (5) days of the Event’s occurrence.

SECTION 14. **PUBLIC RECORDS**

Pursuant to Fla. Stat. § 119.0701, Contractor agrees to:

- (A) Keep and maintain public records in Contractor’s possession or control in connection with Contractor’s performance of services under this Agreement.
- (B) Upon request from the City’s custodian of public records, provide the City 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 allowed by Fla. Stat. Chapter 119 or as otherwise provided by law.
- (C) Ensure that any 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 Agreement, and following completion of this Agreement until the records are transferred to the City.
- (D) Upon the termination or natural expiration of this Agreement, either transfer, at no cost to the City, all public records in Contractor’s possession or keep and maintain the public records in accordance with all applicable requirements for retaining public records. All records stored electronically must be provided to the City upon request from the City’s custodian of public records in a format that is compatible with the City’s information technology systems. In the event of transfer, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

- (E) In accordance with Florida law, Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City and other penalties as provided by law.
- (F) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF FLA. STAT. CHAPTER 119 TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT: CLERK@MOUNTDORA.GOV; (352) 735-7126; 510 N. BAKER ST., MOUNT DORA, FL 32757.**

SECTION 15. **SOVEREIGN IMMUNITY**

The City expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with Fla. Stat. § 768.28. Notwithstanding anything in this Agreement to the contrary, nothing herein shall be deemed as a waiver of immunity or limit of liability of the City beyond any statutory limited waiver of immunity or limits of liability which have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the City for damages, attorneys' fees, and costs, 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 City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This Section shall not limit any remedies as specifically contained in this Agreement.

SECTION 16. **CONFLICT OF INTEREST**

Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Section, the City shall have the right to immediately terminate this Agreement without liability and without regard to any notice requirements herein and any other penalties provided by law.

SECTION 17. **SCRUTINIZED COMPANIES**

In accordance with Fla. Stat. § 287.135, Contractor hereby certifies that neither Contractor nor any subsidiary, parent company, or affiliate of Contractor is engaged in a boycott of Israel, nor is on the Scrutinized Companies or Other Entities that Boycott Israel List. Contractor further agrees that Contractor will not subcontract with any entity that is engaged in a boycott of Israel or is on the Scrutinized Companies or Other Entities that Boycott Israel List. In the event Contractor, or any of its subsidiaries, parent companies, affiliates, or subcontractor(s) engages in a boycott of Israel or is placed on the Scrutinized Companies or Other Entities that Boycott Israel List during the Term of this Agreement, Contractor shall immediately notify the City. Contractor acknowledges that failure to comply with this Section, including any false certification, may subject Contractor to civil penalties, immediate termination of this Agreement without liability and without regard for any notice requirements herein and any other penalties provided by law.

SECTION 18. **HUMAN TRAFFICKING AFFIDAVIT**

Contractor hereby certifies that Contractor does not use “coercion” for “labor” or “services,” as defined in Fla. Stat. § 787.06, and that Contractor has provided to the City an executed Human Trafficking Affidavit, attached hereto as **Exhibit 3** and incorporated herein by this reference, in accordance with Fla. Stat. § 787.06.

SECTION 19. **EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).**

Pursuant to Fla. Stat. § 448.095(5), Contractor is required to use the U.S. Department of Homeland Security’s E-Verify system to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors performing work under the Agreement to use the E-Verify system for any newly hired employees. Contractor shall obtain from each subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that the subcontractor is in compliance with Fla. Stat. § 448.095. Contractor shall retain a copy of the affidavit(s) for the duration of the Agreement and provide it to the City upon request. Contractor hereby affirms that it is registered with the E-Verify system and is in full compliance with all applicable provisions of Fla. Stat. § 448.095. Upon request, Contractor shall provide evidence of such registration and compliance. Contractor acknowledges that failure to comply with this Section, including failure to secure and retain subcontractor affidavits, shall result in immediate termination of the Agreement without liability and without regard to the notice requirements set forth therein, and other penalties as provided by law. In the event the City incurs costs as a result of Contractor’s breach of this Section, any such costs shall be paid by Contractor immediately upon receipt of notice of the same from the City. Information on registration for and use of the E-Verify Program may be obtained at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

SECTION 20. **PUBLIC ENTITY CRIMES**

In accordance with Fla. Stat. § 287.133, no person or affiliate, as defined in therein, shall be allowed to contract with the City, nor be allowed to enter into a subcontract for work under this Agreement, if such person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime within the preceding thirty-six (36) months. Contractor hereby affirms that neither Contractor nor any of Contractor’s affiliates or subcontractors are on the convicted vendor list. Contractor shall notify the City immediately if Contractor, or any affiliate or subcontractor, is placed on the convicted vendor list during the Term of this Agreement. Contractor acknowledges that failure to comply with this Section may result in the immediate termination of this Agreement without liability and without regard for any notice requirements herein and any other penalties provided by law.

SECTION 21. **WAIVER; SEVERABILITY**

No waiver of the City of any term or right in this Agreement shall be effective unless in writing and signed by an authorized representative. The City’s failure to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision thereafter. If any provision or portion of this Agreement is rendered by applicable law or held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

SECTION 22. **COUNTERPARTS; ELECTRONIC SIGNATURES**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument, without necessity of production of the others. An executed signature page delivered via facsimile transmission or electronic signature shall be deemed as effective as an original executed signature page.

SECTION 23. **HEADINGS; JOINT AUTHORSHIP**

All headings and captions contained in this Agreement and any exhibits or attachments hereto are for the purpose of convenience only and shall not be deemed to expand, limit, or change the scope or intent of the provisions to which they appertain. This Agreement is the result of negotiations between the Parties and their counsel. Accordingly, this Agreement shall not be construed more strongly against either Party regardless of which Party is more responsible for its preparation, and any ambiguity that might exist herein shall not be construed against the drafting Party.

SECTION 24. **USE OF CITY MARKS**

Contractor may only use the City's name, logo, seal, and/or flag with the City's express written permission and in a manner consistent with any City policy related to the same. In addition, Contractor shall not use the City's letterhead, or any attempted rendition thereof, for issuing any correspondence related to this Agreement without the City's express written permission.

SECTION 25. **NO THIRD-PARTY BENEFICIARIES**

This Agreement is being entered into for the sole benefit of the Parties hereto and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever.

SECTION 26. **ENTIRE AGREEMENT; AMENDMENT**

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the Parties and shall supersede, replace and nullify any prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or affect whatsoever on this Agreement. The covenants, terms, and provisions of this Agreement may only be amended, supplemented, or otherwise changed by written instrument executed by an authorized representative of each Party.

[Signatures on next page]

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Agreement as of the dates set forth below.

CITY OF MOUNT DORA

James Homich, Mayor

ATTEST:

Jeanann Hand, City Clerk

Date

GUARDIAN EQUIPMENT, INC.

Signature

Name

Title

STATE OF FLORIDA
COUNTY OF Seminole

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization on this 3 day of December 2025, by Alan Cliburn, who personally swore that he/she is authorized to execute this Agreement and thereby bind Contractor, and who ☒ is personally known to me or ☐ has produced _____ as identification.

(stamp)



NOTARY PUBLIC, State of Florida

EXHIBIT 1
Volusia County ITB 25-B-110LS
for Chemical Feed System Maintenance and Repair Services

INVITATION FOR BID
25-B-110LS
CHEMICAL FEED SYSTEM MAINTENANCE AND REPAIR

County of Volusia
123 W. Indiana Ave.
DeLand, FL 32720



RELEASE DATE: April 30, 2025
DEADLINE FOR QUESTIONS: May 13, 2025
RESPONSE DEADLINE: May 27, 2025, 3:01 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

County of Volusia
INVITATION FOR BID
Chemical Feed System Maintenance and Repair

I.	Introduction.....
II.	Special Terms and Conditions
III.	General Terms and Conditions.....
IV.	Insurance Requirements
V.	Scope of Work
VI.	Vendor Questionnaire.....
VII.	Definitions

Attachments:

A - Attachment A - Pricing Sheet

B - Attachment B - Location Addresses

C - Exhibit C - Insurance Requirements

D - Volusia Human Trafficking Affidavit 08-07-2024

E - Federal Contract Provisions 08-04-2022_ADA

1. Introduction

1.1. Summary

Volusia County's Water Resources and Utilities is requesting bids to secure a qualified vendor for the purpose of repair, refurbishment, and replacement, in addition to preventative maintenance and inventory parts, for various chemical feed equipment within the County's six (6) wastewater and nine (9) water treatment facilities. The successful vendor shall also provide technical services for the purpose of maintenance, repair and optimization of various chemical feed systems.

1.2. Contact Information

Myra Lisa Smith

Purchasing Analyst II

123 W. Indiana Avenue, Room 302

DeLand, FL 32720

Email: mlsmith@volusia.org

Phone: [\(386\) 822-5788](tel:(386)822-5788)

Department:

Water Resources & Utilities

1.3. Timeline

Release Solicitation Date	April 30, 2025
Question Submission Deadline	May 13, 2025, 11:59pm
Proposal Submission Deadline	May 27, 2025, 3:01pm
Solicitation Opening Date/Time (Non-Mandatory)	May 27, 2025, 3:01pm Microsoft Teams meeting Join on your computer, mobile app or room device https://www.microsoft.com/en-us/microsoft-teams/join-a-meeting Meeting ID: 213 233 692 064 Passcode: gPYNoU Or call in (audio only) +1 386-456-3387,,628672925# United States, Daytona Beach Phone Conference ID: 628 672 925#

2. Special Terms and Conditions

2.1. Closing Date and Pre-Solicitation Conference

A. Invitation to Bid (ITB) Closing Date
Response must be received through the County's [eProcurement Portal](#) before 3:01 pm on Tuesday, May 27, 2025. Responses received after this time will not be considered.

B. No Pre-solicitation Conference will be held.

2.2. Authorized Official

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

2.3. Definition of Responsive and Responsible for this Solicitation

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

1. Proper submittal of ALL documentation as required by this bid.. (Responsive)
2. The greatest benefits to Volusia County as it pertains to: (Responsible)
 - 2.1. Total Cost; Bidders shall complete Attachment A - Pricing Sheet in its entirety or bidder may be deemed non-responsive. The discount % percentage shall stay firm throughout the term of the agreement. Award will be based on the total cost of Group A. Upload Attachment A - Pricing Sheet in Section 5. Vendor Questionnaire 6.1.
 - 2.2. Past Performance. In order to evaluate past performance, all Respondents are required to submit a list of three (3) references / relevant projects completed within the last three (3) years that are the same or similar in magnitude to this Solicitation. The County of Volusia shall not be listed as a reference;
 - 2.3. All technical specifications associated with this bid.

Financial Stability: All Respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year.

Respondents are reminded that award may not necessarily be made to the lowest Response. Rather, award will be made to the lowest responsive, responsible, Respondent whose Response represents the best overall value to the County when considering all evaluation factors.

2.4. Local Preference Availability

This project is not funded by monies that prohibit the local preference provision and local preference does apply per the General Terms and Conditions section Local Preference.

2.5. Payment Terms

1. 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 Agreement) of the invoice(s) or receipt of all products or services ordered.

2. Pursuant to Chapter 218, Florida Statutes, the County will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within thirty (30) days after the due date.

3. The County has the capability of Electronic Funds Transfer (EFT). List any discounts for prompt payment and/or willingness to accept Electronic Funds Transfer (EFT) and the discount to be applied to such payments. Contractors offering prompt payment discounts, for example 1% - net 10, the discount shall be taken if the check issue date is within specified time period from date of invoice. By submitting a Response to the County of Volusia, Florida, the Respondent expressly agrees that, if awarded an Agreement, the County may withhold from any payment monies owed by the Respondent to the County for any legal obligation between the Respondent and the County, including, but not limited to, real property taxes, personal property taxes, fees, and commissions.

2.6. Award Term

The County is looking to promote partnership relationships within the policies and procedures of public procurement. Pursuant toward that end, the successful Respondent shall be awarded an Agreement for an initial three (3) year term with the option for two (2) subsequent one (1) year renewals. All renewals will be contingent upon mutual written agreement and, when applicable, approval of County Council.

2.7. Price Redeterminations

Once each year during the term of the Agreement, including any extension or renewal periods thereof, the awarded Respondent may, but is not obligated to, petition the Director of Purchasing and Contracts for one or more price redeterminations where such price redetermination(s) is/are necessitated by documented increases in the cost of wages, fuel, or materials. Petitions for price redeterminations shall be made within thirty (30) days of the anniversary date of the Agreement (i.e., the calendar day and month when the Agreement became effective) and only after the Agreement has been in effect for at least one year. Any such petition shall be made pursuant to the provisions of this section and only for those price redetermination categories specified herein. Unless otherwise expressly set forth in this Agreement, no other price redeterminations shall be allowed. All price redeterminations, once issued, shall be prospective from the date of approval unless otherwise approved by a duly executed amendment to this Agreement.

2.8. Basis for Price Redeterminations

The awarded Respondent may petition the Director of Purchasing and Contracts for price redetermination based on the increased costs of wages, fuel, or materials. Price redeterminations will be based solely upon changes in pricing or costs documented by either the Employment Cost Index (ECI) or Producer Price Index (PPI), whichever is applicable, as published by the Bureau of Labor Statistics. The base index number for the ECI will be for the quarter in which the Invitation to Bid (ITB) opens. The base index number for the PPI will be for the month the Invitation to Bid (ITB) opens. Any subsequent price redeterminations will use the last price redetermination approved for that price redetermination category as the "base index number." The County shall have the right to audit the awarded Respondent's records, including, but not limited to, payroll, materials, and fuel cost records, to verify or otherwise investigate the validity of any price redetermination request.

2.9. Wage Price Redetermination

When requesting a price redetermination based upon an increase in wage costs, the awarded Respondent shall refer to and utilize the Employment Cost Index, Total Compensation, Private Industry, Index Number and Occupational Group as prepared by the Bureau of Labor Statistics in the U.S. Department of Labor <https://stats.bls.gov/data/>. The base figure will be tied to Private industry workers under Service-providing under the heading Service Providing Industries. Wage price re-determination increases shall be granted only by reason of wage increases associated with the awarded Respondent's employees or subcontractors performing work or services pursuant to the Agreement.

Minimum Wage Price Redetermination. If the minimum wage increases during the term of the Agreement, including any renewal or extension period thereunder, the awarded Respondent may petition the Director of Purchasing and Contracts for price redetermination for those job categories where the pay to the awarded Respondent's employee(s) is the current minimum wage. Upon verification of the information provided, the County will grant an increase of exactly the amount of the minimum wage increase (not the percentage increase). The awarded Respondent must increase the pay to the employee(s) by the amount the awarded Respondent has requested, which shall not exceed the amount of the minimum wage increase. The amount paid to the awarded Respondent will be the increase plus any written and documented increase in FICA, Medicare, and Workers' Compensation insurance. The awarded Respondent must supply written documentation of any other increase that is beyond the scope and control of the awarded Respondent. All written documentation must satisfy the reasonable expectations of the Director of Purchasing and Contracts and Internal Auditor.

Example: Minimum wage increases from \$7.31 to \$7.56 per hour. The awarded Respondent may petition for an increase of \$0.25 per hour to be paid to the affected employee(s) and shall provide written and documented cost increases for FICA, Medicare and Workers' Compensation. The resulting increase in costs shall be incorporated into fees/rates billed to the County.

If the awarded Respondent bills the County at a higher price according to any price redetermination granted by the County, and the awarded Respondent fails to increase the hourly rate paid to the employee for the same period, the awarded Respondent will be considered in Agreement default and the Agreement will be immediately terminated.

2.10. Fuel Price Redetermination

If/when the price of fuel increases by a minimum of ten (10%) percent, the awarded Respondent may petition the Director of Purchasing and Contracts for a fuel price redetermination. As a condition of petitioning for a fuel price increase, the awarded Respondent shall be required to petition for a fuel price redetermination decrease if/when the price of fuel decreases by a minimum of ten (10%) percent. Failure to make such petition may be grounds for Agreement termination and shall entitle the County to a refund of the cumulative increase in pay to the awarded Respondent due to any prior fuel price redetermination increase(s). Fuel price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the commodities "Unleaded Gasoline - WPU057104" or "#2 diesel fuel - WPU057303," as such may be applicable to the awarded Respondent's operations in connection with the awarded Respondent's performance of the Agreement.

2.11. Materials Price Redetermination

At the anniversary date of the Agreement, the awarded Respondent may petition the Director of Purchasing and Contracts for a materials price redetermination. As a condition of petitioning for a materials price increase, the awarded Respondent shall be required to petition for a materials price redetermination decrease if/when the price of materials used by the awarded Respondent in connection with the Agreement decreases. Failure to make such petition may be grounds for Agreement termination and shall entitle the County to a refund of the cumulative increase in pay to the awarded Respondent due to any prior materials price redetermination increase(s). Materials price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the commodity "Machinery and equipment-Chemical manufacturing machinery-WPU11660615", as published by the Bureau of Labor Statistics.

2.12. Price Redetermination Calculation

All Price Redeterminations shall be calculated as follows:

Example: awarded Respondent indicated on the Submittal Form that thirty percent (30%) of the cost to provide the product/service is directly attributed to the redetermination category (wages, fuel, or materials).

Current applicable PPI	\$200.50
Base index PPI	-\$179.20
PPI increase dollars	\$21.30
PPI increase percentage ($\$21.30 / \$179.20 = .1189$)	11.9%
Unit cost of the service is	\$100.00
30% of \$100.00 is directly attributed to the redetermination category	\$30.00
$\$30.00 \times 11.9\%$	\$3.57
New unit price for the product/service is ($\$100 + \3.57)	\$103.57

2.13. Expiration Upon Failure to Agree to Price Redetermination

If the County and the awarded Respondent cannot agree to a price redetermination pursuant to the terms and conditions of this section, then the Agreement will automatically expire without penalty or further expense to either party after a period of six (6) months following the awarded Respondent's initial request for such price redetermination. Requests for price redeterminations not made in accordance with the provisions of this section shall be deemed null and void and shall not be a valid reason or pretext for expiration or termination of the Agreement. If the Agreement expires pursuant to the terms and conditions of this section, the County reserves the right, at no expense, penalty, or consequence to the

County, to award any remaining tasks thereunder to the next available most responsive and responsible Respondent.

2.14. Termination

- A. County may terminate this Agreement upon at least thirty (30) days prior written notice to awarded Respondent.
- B. Awarded Respondent may terminate this Agreement upon at least one hundred twenty (120) days prior written notice to County.
- C. Upon receipt of notice of termination by the County from awarded Respondent or upon delivery of notice of termination from the County to Contractor, awarded Respondent shall:
 - 1. Stop Work under the Agreement on the date and to the extent specified in County's Notice of Termination;
 - 2. Inform County of the extent to which performance is completed;
 - 3. Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion of the Work/Services under the Agreement as is not terminated and with the prior approval of the County; and,
 - 4. Assign to the County, in the manner, at the times, and to the extent directed by the County, all of the right, title and interest of the awarded Respondent under the orders and subcontracts so terminated.
- D. For all undisputed outstanding invoices submitted to the County prior to the effective date of the termination and subject to Section Award Term, Section Payment Terms and this Section Termination, the County shall cause payments to be made to awarded Respondent within forty five (45) days of receipt of invoice. Awarded Respondent shall invoice the County for any sums awarded Respondent claims to be owed by County under this Agreement for Work performed from the last invoice to the effective date of termination. County shall review such invoice for payment and County shall pay any undisputed amount within forty five (45) days.
- E. With the approval of the County and to the extent required by the County, the awarded Respondent shall, upon termination, settle all outstanding liabilities and all claims arising out of such termination. County's approval of such settlements shall be final for all the purposes of a termination under this Section Termination. In addition, awarded Respondent shall transfer title and deliver to the County, in the manner, at the times, and to the extent, if any, directed by the County, Deliverables, work-in-progress, reports, models, studies, and other materials produced as a part of, or acquired in connection with the performance of the Work/Services terminated.
- F. If awarded Respondent fails to cure a breach within ten (10) calendar days after receipt of notice from the County of said breach, the County may take over the Work/Services and complete the Work/Services, and the awarded Respondent shall be liable to the County for any increased cost

of the Project reasonably incurred by the County to complete the awarded Respondent's unfinished Work/Services. As such, the County may apply unpaid Compensation due and owing to the awarded Respondent prior to the default as a set off against the costs incurred by the County for taking over such Work/Services.

- G. The right of termination provided to the County and the awarded Respondent herein shall be cumulative of all other remedies available at law.
- H. All provisions of this Agreement which impose or contemplate continuing obligations on a party will survive the expiration or termination of this Agreement.

2.15. New Material

- A. Unless otherwise provided for in this specification, the awarded Respondent represents and warrants that the goods, materials, supplies, or components offered to the County under this Agreement are new, not used or reconditioned, and are not of such age or so deteriorated as to impair their usefulness or safety and that the goods, materials, supplies, or components offered are current production models of the respective manufacturer. If the awarded Respondent believes that furnishing used or reconditioned goods, materials, supplies, or components will be in the County's interest, the awarded Respondent shall so notify the County Procurement Analyst in writing no later than fourteen (14) working days prior to the date set for opening of Bids in accordance with section Revisions, Addenda, Questions & Answers. The notice shall include the reasons for the request and any benefits that may accrue if the County authorizes the bidding of used or reconditioned goods, materials, supplies, or components.

2.16. Damages

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

2.17. Compliance with FEMA 2 CFR 200.318-326 and Appendix II Contract Provisions

This Agreement and the products/services provided may be utilized in the event of declared State/Federal Emergency, and awarded Respondent(s) shall comply with the applicable sections of the Federal Contract Provisions as exhibited with this Solicitation.

3. General Terms and Conditions

3.1. Submission of Offers

The County of Volusia is requesting proposals for the service and/or product(s) detailed within this solicitation. If your company is interested in submitting a proposal to provide this service and/or

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

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

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

3.2. Respondent's Responsibility

The Respondent, by submitting a Response, represents that:

- A. The Respondent has read and understands the Solicitation in its entirety and that the Response is made in accordance therewith;
- B. The Respondent possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the County;
- C. The Respondent has made all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the Agreement and to verify any representations made by the County of Volusia, Florida, upon which the Respondent will rely. If the Respondent receives an award because of its Response, failure to have made such investigations and examinations will in no way relieve the Respondent from its obligations to comply in every detail with all provisions and requirements of the Agreement, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Respondent for additional compensation or relief; and,
- D. The Respondent will be held responsible for any and all discrepancies, errors, etc., in discounts or rebates which are discovered during the Agreement term or up to and including three (3) fiscal years following the County's annual audit.
- E. The Respondent shall examine the drawings, specifications, and other Contract Documents (as applicable) carefully and inform itself thoroughly regarding any and all conditions and requirements, including the construction schedule that may in any manner affect the Work to be performed under the Agreement. Ignorance on the part of the Contractor shall in no way relieve itself of the obligations and responsibilities assumed under the Agreement.

3.3. Opening

Pursuant to Section 119.071, Florida Statutes, responses and the completed tabulation will be available for inspection within thirty (30) days of Solicitation opening. Contact the Purchasing and Contracts Office

during regular business hours to inspect responses and the completed tabulation or go to the County's [eProcurement Portal](#) for inspection of the completed tabulation. The foregoing notwithstanding, if, prior to the County's making responses available for inspection, the County rejects all responses and concurrently provides notice of the County's intent to reissue the solicitation, then the County may avail itself of the exemption for rejected responses set forth in Section 119.071, Florida Statutes, to the extent such Section may apply.

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

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

Assisted listening system receivers are available for the hearing impaired and can be obtained from the Deputy Clerk by contacting the County's ADA Coordinator at 386-248-1760. Read the full ADA Notice under The American with Disabilities Act (Title II), at 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).

3.4. 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, by mail, Purchasing and Contracts Division, Attn: Public Records Custodian, 123 W. Indiana Ave. Rm. 302 DeLand, FL 32720.

By entering into a 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 a Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any 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 the Contract.
- B. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time

at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion or termination of the Contract if the Contractor does not transfer the records to the County.
- D. Upon completion or termination of the Contract, transfer, at no cost, to the County all public records in the possession of the 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 attorneys' 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.

3.5. Confidential Information and Infringement

- A. Confidential Information and/or Trade Secret do not include the following:
 - 1. Information already known or independently developed the party in possession; or
 - 2. Information in the public domain through no wrongful act of the party in possession; or

3. Information received by the party in possession from a third party who was free to disclose it; or
 4. Information regularly disclosed to third parties without restriction on disclosure; or
 5. Information required to be disclosed by law or an order of a court of competent jurisdiction.
- B. Confidential Information and Infringement. If Contractor is licensing, or developing software (including derivative works) for use by the County, Contractor grants County a perpetual, fully-paid, non-assignable, non-exclusive, royalty-free license to use Contractor's software deliverables developed or licensed under a Contract. Said license includes software owned by Contractor which is furnished under a Contract, for County's internal use with such use to include the right to modify such deliverable(s) and to create derivative works for such internal use including without limitation the right to use such deliverable(s).
- C. If Contractor is licensing, providing or developing software, including derivative works for use by the County, Contractor agrees to protect and indemnify and hold harmless the County, its agents, elected officials and employees of the County from and against any and all claims, demands, actions, and causes of action which may arise asserting that all or any part of the Contractor licensed applications provided under any software owned by Contractor and licensed to County or provided by Contractor for use thereof by the County, infringes or misappropriates any third party's United States patent, copyright or any trade secret protected under United States law.
1. In addition to the foregoing indemnification provision, Contractor shall also take the following steps to assure that County can continually use the software which Contractor has directly licensed to County or provided for use thereof by the County in substantially the same manner delivered or subsequently enhanced or modified by:
 - a. Promptly replace the allegedly infringing or misappropriated item or items with compatible, functionally equivalent items which are not alleged to be infringing or misappropriated; or
 - b. Promptly modify the alleged infringing or misappropriated item or items to eliminate the alleged infringement or misappropriation without impairing County's intended use of the licensed applications and/or sublicensed applications in any manner; or
 - c. Promptly procure the right for the County to continue to use the licensed applications and/or sublicensed applications without modification; and
 - d. Unless otherwise agreed by the parties, promptly shall mean for the purposes of this section that the events described herein shall occur in no less than sixty (60) days from the date that notice of the claim is received by Contractor unless otherwise agreed by the parties.

- D. In the event that Contractor does not enable the County to use that which Contractor has delivered through accomplishing one or more of the alternatives set forth in above within aforementioned time period set forth herein during the term of a Contract, Contractor shall be in material default of a Contract and subject to Termination.
- E. If Contractor is granting a license or develops software for the County under this Contract, it hereby warrants and represents that:
 - 1. Contractor is the sole owner of all right, title, and interest in and to the Contractor licensed software, user manuals and documentation, including all patents, copyrights, copyright rights, trade secrets, trademarks, trade names and all proprietary and intellectual rights and confidential information contained therein, and that it is authorized to enter into a Contract and grant County a perpetual license; and
 - 2. No portion of any licenses or right granted to the County to use Contractor's software pursuant to the terms of the applicable software license contract of Contractor for any Work performed under a Contract violates or is protected by right, title, interest or similar right of any third person or entity.

3.6. Clarification, Correction of Entry, Minor Irregularities

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

3.7. Revisions, Addenda, Questions & Answers

- A. It is incumbent upon each Respondent to carefully examine the specifications, Scope of Work/Service, terms, and conditions of this Solicitation and any attachments/exhibits. The posting of answers through the County's [eProcurement Portal](#) is the only official methods by which interpretation, clarification, or additional information can be given. Questions and exceptions concerning any section of this Solicitation and any attachments/exhibits shall be directed through the question and answer section of the County's eProcurement Portal.
- B. If it becomes necessary for the County to revise or clarify any part of this Solicitation it will be updated on the County's eProcurement Portal by one of the following methods: the posting of answers to questions received; the revision of Solicitation language/documentation. It is each Respondent's responsibility to check the County's eProcurement Portal for any posted answers, and/or Solicitation changes. Each Respondent shall ensure that they have reviewed all questions & answers and/or changes to this Solicitation and any attachments/exhibits before submitting their Response. By submitting a Response, Respondents acknowledge that they have reviewed all posted answers, and/or Solicitation changes prior to the posted closing date and time.

- C. Each answer issued by the County shall become a material part of this Solicitation. Answers posted by the County, and/or changes made to the Solicitation are authoritative and shall be considered an addendum to the Solicitation.
- D. All information in this Solicitation, including information provided through the Question & Answer feature are incorporated into the Solicitation or any Contract resulting from this Solicitation.
- E. Questions and exceptions shall be submitted before 11:59 pm on Tuesday, May 13, 2025. Thereafter, no further questions or exceptions will be accepted or reviewed by the County and Respondents' right to submit questions or exceptions will terminate and any questions or exceptions not previously made shall be deemed waived. Oral representations will not be binding on the County.

3.8. Incurred Expenses

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

3.9. Disadvantaged Businesses

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, and/or women-owned firms.

3.10. Local Preference

The County Council has established a policy to encourage participation of local businesses in the provision of goods and services. The County will endeavor to assist local businesses to achieve this goal.

Effective January 1, 2012, Volusia County adopted a local preference ordinance. A Respondent or prime Contractor which has a documented permanent location at least six (6) months prior to the Solicitation closing as stated in Volusia County Ordinance 2-269.5 in Brevard, Lake, Orange, Osceola, Seminole or Volusia County ("Local"), shall be granted a preference of three percent (3%) of the total Solicitation price or quote. A Respondent which is a prime Contractor and is utilizing Subcontractors, and the Solicitation price or quote of the work to be performed by all Subcontractors, that qualify as a local business, constitutes fifty-one percent (51%) or greater of the total Work to be performed through subcontracting, a two percent (2%) preference will apply. In the event that a prime Contractor qualifies for a preference and Subcontractor qualifies for a preference, the preference shall not exceed a total of five percent (5%). Preference shall not be given to Responses where the difference of the total Response price or quote exceeds twenty-five thousand dollars (\$25,000.00) from the nearest competing Solicitation price or quote for that solicitation or if a county listed in 2-269.5 does not reciprocate, as stated in 2-269.5, the County will not offer a preference to this County.

This section does not apply to any purchase that is funded, in whole or in part, by an entity prohibiting local preference by grant agreement or applicable federal, state, or local law. Solicitations for emergency

purchases subject to Section 2-275 of the Code are additionally exempt. All Respondents, including prime Contractor and Subcontractors, awarded an Agreement as a part of this process must maintain its status as a local business through the term of the Agreement. Any Respondent, including prime Contractor and Subcontractors, awarded an Agreement as a result of this preference will be required to post any job openings for this project with agencies or organizations that may be identified by the purchasing director. Noncompliance with the requirements of this section will be deemed as a material breach and may be subject to Agreement termination or disqualification from bidding on future projects.

3.11. Pricing

Unless otherwise specified prices offered shall:

- remain firm for a period of at least ninety (90) days from the date of Solicitation opening, prior to award being made;
- include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point(s) within the County to a secure area or inside delivery (for goods);
- include all expenses necessary to provide the Service at the location specified (for Services).

3.12. Withdrawal of Response

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

3.13. FOB Destination

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

3.14. Payment Terms

Unless otherwise stated in the Special Terms and Conditions section, 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 Agreement) of the correct invoice(s) or receipt of all products or services ordered in accordance with F.S.S. 218.74.

3.15. Unusual Costs

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

3.16. Additional Terms & Conditions

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

3.17. Taxes

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

3.18. Discounts

All discounts except those for prompt payment shall be considered in determining the lowest net cost for evaluation purposes. All discounts shall remain firm for the term of the Agreement.

3.19. Meets/Minimum Specifications

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

3.20. Samples

When required, samples of products shall be furnished with Response to the County at no charge. Samples may be tested and will not be returned to the Respondent. The result of any and all testing shall be made available upon written request.

3.21. Silence of Specifications

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

3.22. Change in Scope of Work/Service

- A. The County may order changes in the Work/Service consisting of additions, deletions, or other revisions within the general scope of the Agreement. No claims may be made by the 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 Agreement, unless such changes or adjustments have been made by written amendment or modification order to the Agreement signed by the appropriate County signatories and the Contractor.

- B. If the Contractor believes that any particular Work/Service is not within the scope of Work/Service of the Agreement, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the County Project Manager in writing of this belief. The Contractor and County shall negotiate modifications to the Agreement in good faith and agree upon equitable adjustment for any changes in Services or other obligations required of the Contractor due to such modifications. 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 bidding process for materials, products, and/or Services similar in nature to those specified within this solicitation for which requirements were not known when the Solicitation was released.

3.23. Governing Laws/Venue

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

3.24. 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 agreement in a form and substance specified by the County in its sole discretion; the County Manager may execute such agreement on behalf of the County. If 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.

3.25. Content of Solicitation/Response

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

3.26. Contract/Agreement

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

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

3.27. Disclosure of Response Content

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

3.28. Limitation of Liability/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 and the State of Florida, including its officers and employees, from and against all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or its Subcontractors, agents, employees, or any persons employed or utilized by the Contractor in the performance of the Contractor's obligations or Services under this Agreement. Such

obligations or Services shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exhaust as to a party or person described in this Agreement.

In all claims against the County, Contractor's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or any benefits payable by or for Contractor, or its employees, agents, contractors, or subcontractors.

Indemnification for grant funded projects. For any agreements that are funded or may in future be funded by Federal Emergency Management Agency (FEMA) Public Assistance grants or other Federal or State grants or program, the following shall apply: Contractor shall indemnify, defend and hold harmless the Florida Department of Emergency Management, its employees and/or their contractors (FDEM) and the government of the United States, its employees and/or their contractors (US), from and against all claims, damages, losses, and expenses, including, but not limited to, 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 FDEM, or US.

In all claims against FDEM or US, Contractor's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or any benefits payable by or for Contractor, or its employees, agents, contractors, or subcontractors.

3.29. Payment of Subcontractors

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

3.30. Infringement Claim

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

3.31. 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.

3.32. Compliance with Federal E-Verify Regulations

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

- A. If and to the extent the Agreement meets the criteria set forth at 48 C.F.R. § 52.222-54(e), the criteria of 48 C.F.R. § 52.222-54 are hereby incorporated by reference into this Agreement as if fully set forth herein.
- B. Contractor and any of Contractor's Subcontractors shall register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility and work authorization status of all new employees hired by Contractor (or Contractor's Subcontractors) on or after the effective date of this Agreement and thereafter during the remaining term of the Agreement.
- C. In the event Contractor enters into a subcontract, Contractor shall require, via written contract, the Subcontractor agree to: (i) register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired on or after the effective date of the subcontract and thereafter during the remaining term of the subcontract; and (ii) provide Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of this Agreement or the subcontract, whichever is longer. Contractor shall provide a copy of such affidavit to the County before the Subcontractor begins any Work associated with the Agreement. If the County has a good faith belief that a Subcontractor knowingly violated the requirements set forth in this section or Sections 448.09(1) or 448.095 of the Florida Statutes, but also has a good faith belief Contractor otherwise complied with this section and applicable law, the County shall promptly notify Contractor and order Contractor to immediately terminate its contract with the Subcontractor. Failure to comply with said order shall constitute a material breach of this Agreement.
- D. If the County has a good faith belief Contractor has knowingly violated, or if Contractor is found to have violated, this Section; Section 448.09(1), Florida Statutes; Section 448.095, Florida Statutes; or the presidential executive order and subsequent Federal Acquisition Regulation (FAR) rule requiring federal contractors to use E-Verify, if applicable, then the following shall be true: (i) such violation shall be a material breach of this Agreement by Contractor; (ii) Contractor shall indemnify, defend, and hold harmless the County from any resulting costs or expenses, including fines or penalties levied by a government agency and the County's loss or repayment of grant funds; (iii) the County may terminate this Agreement immediately and without penalty and such

termination shall not be or be considered a breach of this Agreement; and (iv) Contractor shall be liable for any additional costs incurred by the County as a result of the termination of the Agreement. Contractor acknowledges and understands that if the County terminates this Agreement in accordance with this Section, Contractor shall be ineligible for award of a public contract for at least one (1) year after the date on which the Agreement was terminated.

3.33. Public Entity Crimes

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

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

3.34. Patents, Copyright, and Royalties

The Contractor, without exception, shall indemnify and save harmless the County of Volusia, its officers, agents and employees from liability of any nature of kind, including cost and expenses for or on account of any copyrighted, registered, patented, or unpatented invention, process, or article manufactured or used in the provision of goods and/or Services, including use by the County of Volusia. If the Contractor uses any design, device, or materials covered by letters, patent, copyright, or registration, it is mutually agreed and understood without exception that the quoted price shall include all royalties or costs arising from the use of such design, device, or materials in any way involved.

3.35. Use of County Logo

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

3.36. Training

Unless otherwise specified Contractors may be required, at the convenience of and at no expense to the County, to provide training to County personnel in the operation and maintenance of any item purchased as a result of this Solicitation.

3.37. Acceptance

Products purchased as a result of this Solicitation may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at Contractor's expense. Those items and items not delivered by the delivery date specified in accepted offer and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the Contractor.

3.38. Safety Warranty

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

3.39. Safety

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

3.40. Warranty

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

3.41. Award of Solicitation

The County reserves the right to award the Agreement to the Respondent(s) that the County deems to offer the lowest/most responsive and responsible Response(s), as detailed in this solicitation. The County is therefore not bound to accept a Response based only on lowest price. In addition, the County has the sole discretion and reserves the right to cancel this Solicitation, to reject any/all Responses, to waive any/all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the County to do so. Nothing prohibits the County from rejecting/rebidding when Responses exceed budget and the County must change the Solicitation to lower costs. The County also reserves the right to make multiple awards based on experience and qualifications or to award only a portion of the items and/or services specified, if deemed to be in the County's best interest or award only a portion of the Solicitation.

3.42. Other Agencies

All Contractors awarded Agreements from this Solicitation may, upon mutual agreement, permit any municipality or other governmental agency to participate in the Agreement under the same prices, terms, and conditions, if agreed to by both parties. It is understood that at no time will any city, 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 Contractor(s).

3.43. County Facilities

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

3.44. Licenses, Certificates, and Permits

- A. The County reserves the right to require proof that the Respondent is an established business and is abiding by the ordinances, regulations, and laws of their community and the State of Florida, such as but not limited to: business tax receipts, business licenses, Florida sales tax registration, Federal Employers Identification Number, Registration with the Florida Department of State, Division of Corporations Sunbiz at www.sunbiz.org, AND;
- B. The Respondent shall be required, upon notification of recommendation of award, to register with the Florida Department of State Division of Corporations at www.sunbiz.org in order to provide services under the resulting Agreement.
- C. If a license is required, the Respondent shall be licensed to perform the required Work in accordance with the laws of the State of Florida and local ordinances. Respondent shall also verify that his/her Subcontractors are licensed to perform the Work in accordance with the laws of the State of Florida and local ordinances.
- D. If applicable, the Respondent shall have a current professional registration certificate from the appropriate governing board. The Respondent must be properly registered at the time of its submittal to practice their profession in the State of Florida.
- E. At time of Response, Respondent shall hold the required licensure to be the prime Contractor for all Work to be performed under the resulting Agreement. If Respondent proposes to use a Subcontractor or Subconsultant to perform any Work under the resulting Agreement such Subcontractor and/or Subconsultant shall hold the required licensure for all Work to be performed under the resulting Agreement. All licenses and permits required to perform Work under the resulting Agreement whether such license or permit is required by the federal government, State of Florida, Volusia County, or any municipality, shall be at Respondent's sole cost and expense, and shall not be a cost of the County. All required licenses and permits shall be maintained in full force and effect during the term of the resulting Agreement.

3.45. 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. Audits will be subject to applicable privacy and confidentiality laws and regulations and Contractor's privacy and confidentiality policies and procedures.

3.46. 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
Human Resources/Risk Management Division
Address: 125 W. New York Avenue, Suite 141
DeLand, Florida 32720
Telephone: 386-736-5963
Fax: 386-822-5006

3.47. Waiver of Claims

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

3.48. Compliance with Laws and Regulations

The Contractor shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations (including but not limited to the following statutes: Americans with Disabilities Act (ADA), Titles I, II and III of the ADA; Federal Immigration Reform and Control Act of 1986 (as amended); and Title VII of the Civil Rights Act of 1964 (as amended), and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the Work, or which in any way affect the conduct of the Work. Contractor shall observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees for all Work or Services performed under the Agreement. The Contractor shall indemnify, defend and hold harmless the County and all its officers, agents, servants, or employees against any liability or claim made against the County arising from or based on the violation of

any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor, its representatives, Subcontractors, Subconsultants, professional associates, agents, servants, or employees.

Pursuant to Section 287.05701, Florida Statutes, vendors are hereby notified that:

- The County shall not request documentation of or consider a vendors social, political or ideological interests when determining if the vendor is a responsible vendor: and
- The County may not give preference to a vendor based on the vendors social, political or ideological interests.

3.49. For Internet/Web Services

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

3.50. Scrutinized Companies-FL Statute Section 287.135 and 215.473

Contractor must certify that the company is not participating in a boycott of Israel. For Contracts for goods or services of one million dollars or more, Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has not been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law. The County will not contract for the provision of goods or services with (i) any company participating in a boycott of Israel, and, (ii) for Contracts for goods or services of one million dollars or more, any other scrutinized company as described above. Contractor must submit certification. Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have five (5) Calendar Days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error then the County shall have the right to terminate the Contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

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

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

3.52. Modifications Due to Public Welfare or Change in Law

The County shall have the power to make changes in the Agreement as the result of changes in law and/or ordinances of Volusia County to impose new rules and regulations on the Contractor under the Agreement relative to the scope and methods of providing services as shall, from time to time, be necessary and desirable for the public welfare. The County shall give the Contractor notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the 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 Agreement 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 Agreement. Nothing contained in the Agreement 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 Agreement, which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to the Agreement, the County and the 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 Agreement under this clause.

3.53. Right to Require Performance

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

3.54. Force Majeure

Neither party shall be liable for any failure or delay in the performance of its obligations under the Agreement to the extent such failure or delay necessarily results from the occurrence of a Force Majeure Event beyond the control or reasonable anticipation of either party, including, but not limited to, compliance with any unanticipated government law or regulation not otherwise in effect at the time of

execution of this Agreement, acts of God, acts of domestic or international terrorism, any virus, bacterium, or other microorganism capable of inducing physical distress, illness, or disease, whether due to a pandemic or otherwise, unforeseeable governmental acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems, and/or any other unforeseeable cause whatsoever beyond the reasonable control of the parties (and such cause being referred to as a "Force Majeure Event"). Accordingly, the parties further agree that:

- A. Upon the occurrence of Force Majeure Event, the non-performing party shall be excused from any further performance of those obligations under this Agreement that are affected by the Force Majeure Event for as long as (a) the Force Majeure Event continues; and (b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.
- B. Upon the occurrence of a Force Majeure Event, the non-performing party shall notify the other party of the occurrence of such event and describe in reasonable detail the effect(s) of such event upon the party's performance of its obligations and duties pursuant to this Agreement. Such notice shall be delivered or otherwise communicated to the other party within three (3) business days following the failure or delay caused by the Force Majeure Event, or as soon as possible after such failure or delay if the Force Majeure Event precludes the non-performing party from providing notice within such time period.
- C. In the event of a Force Majeure Event, the time for performance by the parties under the applicable Scope of Work shall be extended for a period of time equal to the time lost by reason of such cause through execution of a Modification order pursuant to the terms of the Agreement.

3.55. Contractor's Personnel

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

- A. 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.
- B. 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.
- C. The Contractor shall be responsible for ensuring that its employees, agents, and Subcontractors comply with all applicable laws and regulations and meet federal, state, and local requirements related to their employment and position;
- D. The Contractor certifies that it does not and will not during the performance of the Agreement employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended. If the Contractor knowingly employs unauthorized aliens,

such violation shall be cause for unilateral cancellation of this Contract. The Contractor shall be responsible for including this provision in all contracts with Subcontractors related to this Contract.;

- E. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section;
- F. The Contractor shall include the provisions of the foregoing paragraphs A, B, C, D, and E, above, in every subcontract or purchase order so that the provisions will be binding upon each Subcontractor;
- G. The Contractor and any Subcontractor shall pay all employees working on this Agreement not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended;
- H. Any information concerning the County, its products, services, personnel, policies, or any other aspect of its business learned by the Contractor or personnel furnished by the Contractor in the course of providing services pursuant to the Agreement and exempt from disclosure pursuant to Section 119.01, F.S., shall be held in confidence and shall not be disclosed by the Contractor or any employee or agents of the Contractor or personnel furnished by the Contractor, without the prior written consent of the County.

3.56. County/Contractor Relationship

- A. 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 workers' and unemployment compensation.
- B. The 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.
- C. The Contractor shall not be provided special space, facilities, or equipment by the County to perform any of the duties required by the Agreement, nor shall the County pay for any business, travel, or training expenses or any other Agreement performance expenses not explicitly set forth in the specifications.

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

3.57. Disqualification of Respondents

- A. One (1) Response: Only one (1) Response from an individual firm, partnership or corporation under the same or under a different name will be considered. If a Respondent submitted more than one (1) Response for the Work involved, all Responses submitted from such Respondent will be rejected.
- B. Collusion among Respondents: If it is believed that collusion exists among the Respondents, the Responses of all participants in such collusion shall be rejected and no participants in such collusion will be considered in future proposals for the same Work.

3.58. 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>

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

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

3.60. Dispute Resolution

- A. Good Faith Efforts to Resolve. The parties to this Agreement shall exercise their best efforts to negotiate and settle promptly any dispute that may arise with respect to this Agreement in accordance with the provisions set forth in this Section 56, Dispute Resolution. The Contractor and County Project Manager shall use reasonable efforts to arrange personal meetings and/or

telephone conferences as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in performance of this Agreement and any applicable Scope of Work or Services. Issues shall be escalated to successive management levels as needed.

- B. Informal Dispute Resolution. If a dispute develops between the parties concerning any provision of this Agreement, or the interpretation thereof, or any conduct by the other party under this Agreement, and the parties are unable to resolve such dispute within five (5) business days or longer, that party, known as the invoking party, through its applicable project manager, shall promptly bring the disputed matter to the attention of the non-invoking party's project manager or designated representative, as the case may be, of the other party in writing ("Dispute Notice") in order to resolve such dispute.
- C. Discovery and Negotiation / Recommended Procedures. Upon issuance of a dispute notice, the project managers or designated representative shall furnish to each other all non-privileged information with respect to the dispute believed by them to be appropriate and germane. The project managers shall negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. If such dispute is not resolved by the project managers or designated representative within five (5) County work days of issuance of the dispute notice, or such other time as may be mutually allowed by the project managers as being necessary given the scope and complexity of the dispute, the project managers may, depending upon the nature, scope, and severity of the dispute, escalate the dispute as indicated in Figure 1 below.
- D. Formal Dispute Resolution. At any point after issuance of a dispute notice under this section, either party may request and initiate formal non-binding mediation before a single mediator, which mediation shall be completed within thirty (30) days of initiation or such longer time as may be agreed upon by both parties as being necessary for the mutual selection of a mediator and scheduling of such mediation. Any such mediation shall be convened and conducted in accordance with the rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700 et seq. of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize any pending termination remedies and commence litigation in a court of competent jurisdiction. Each party shall bear its own costs and attorneys' fees for mediation or arbitration of an issue arising under this Agreement.
- E. Right to Terminate Reserved. Regardless of the dispute resolution procedures provided for in this Section, Dispute Resolution, nothing herein shall affect, delay, or otherwise preclude a party from terminating this Agreement in accordance with the provisions of Special Terms and Conditions, Termination, it being understood that these dispute resolution procedures are intended as a means of resolving disputes both during the term of this Agreement and after termination or expiration thereof.

Figure 1:

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

3.61. Authorized Signatory

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

3.62. Acknowledgement of Solicitation Tabulation

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

4. Insurance Requirements

4.1. Required Types of Insurance

The Contractor shall purchase and maintain at its own expense, during the term of the Agreement, the types and amounts of insurance with limits no less than those shown in the Required Types and Limits of Insurance Chart associated with this Solicitation, in the form and from companies satisfactory to the County. The Required Types and Limits of Insurance Chart is a listing and general summary of insurance policies required and is not intended to be comprehensive as to the requirements of each specific policy. Contractors shall review the additional requirements in this section and ensure that the insurance policies comply with the specific terms and conditions therein.

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

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

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

4.2. Subcontractors and Independent Contractors

All subcontractors & independent contractors utilized by Contractor to provide services to County and its employees under this Agreement/Contract shall be required to maintain all insurance policies with the same terms, conditions, and requirements required of the Contractor in the Required Types and Limits of Insurance Chart and described in this Solicitation.

4.3. Claims Made Basis Insurance Policies

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

4.4. Risk Retention Groups and Pools

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

4.5. Minimum Required Policies and Limits

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

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

Under all insurance policies where the County is required to be an additional insured, the coverage and limits provided to the County under Contractor's insurance policies shall be that listed in the Required Types and Limits of Insurance Chart or the Contractor's actual limits, whichever is higher. All coverage provided to the County as an additional insured by said policies shall be primary and shall not be additional to or contributing with any other insurance or self-insurance maintained by the County or any other insurance contractually available for the benefit of the County. Contractors performing construction projects shall utilize ISO Forms CG 20 38 and CG 20 37, or their equivalents to provide additional insured status to the County and any party to whom the County is contractually bound to provide additional insured status under a commercial general liability policy.

4.7. Disposal of Materials

If the services provided require the disposal of any hazardous or non-hazardous materials off the job site, the disposal site operator must furnish a certificate of insurance for Pollution Legal Liability with coverage

for bodily injury and property damage for losses that arise from the facility that is accepting the waste under the Agreement.

4.8. Workers' Compensation

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

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

4.9. Commercial General Liability Insurance.

The Contractor shall obtain and maintain Commercial General Liability insurance, with limits of not less than the amounts shown in the Required Types and Limits of Insurance Chart. Contractor shall not obtain an insurance policy wherein the policy limits are reduced by defense and claim expenses. Such insurance shall be issued on an occurrence basis and include coverage for the Contractor's operations, independent contractors, and Subcontractors protecting itself, its employees, agents, Contractors or subsidiaries, and their employees or agents for claims for damages caused by bodily injury, property damage, or personal or advertising injury, and products liability/completed operations including what is commonly known as Coverages A and B. Such policies shall include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person or entity by the Contractor or by any of its Subcontractors arising from work or services performed under the Agreement. Policy shall include either contractual insurance or a designated contract contractual liability coverage endorsement, indicating expressly the Contractor's Agreement to indemnify, defend and hold harmless the County as provided in the Agreement. The commercial general liability policy shall provide coverage to County when it is required to be named as an additional insured either by endorsement or pursuant to a blanket additional insured endorsement, for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of any endorsements excluding or limiting coverage for Bodily Injury, Property Damage, Products/Completed Operations, Independent

Contractors, Property of County in Contractor's Care, Custody or Control or Property of County on which contracted operations are being performed, Explosion, Collapse or Underground hazards (XCU Coverage, Contractual Liability or Separation of Insureds.

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

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

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

4.10. Motor Vehicle Liability

The Contractor shall secure and maintain during the term of the Agreement a motor vehicle liability policy with a combined single limit of no less than the amounts shown in the Required Types and Limits of Insurance Chart for bodily injury and property damage arising from the ownership, maintenance, or use of a motor vehicle. Policy shall be written with Coverage Symbol 1 (Any Auto), providing coverage for all autos operated regardless of ownership, or with Coverage Symbols 7, 8, & 9 (Scheduled, Hired, & Non-Owned vehicles). The County shall be an additional insured under this policy when required in the Required Types and Limits of Insurance Chart. If Motor Vehicle Liability is by endorsement to another policy required in the Required Types and Limits of Insurance Chart, then the limits for Motor Vehicle Liability shall be separate (they shall not be shared) and in addition to the underlying policy limits. If endorsed to another policy required in the Required Types and Limits of Insurance Chart, Motor Vehicle Policy Limits shall apply on a per occurrence basis and shall not have an aggregate limit.

4.11. Primary and Excess Coverage

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

4.12. General Insurance Requirements

- A. All insurance policies shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of A- and a Financial category size of VIII or greater in the "Best Key Rating Guide" published by A.M. Best & Company, Inc.
- B. Approval by County of any policy of insurance shall not relieve Contractor from its responsibility to maintain the insurance coverage required herein for the performance of Work or Services by the Contractor or its Subcontractors for the entire term of the Agreement and for such longer periods of time as may be required under other clauses of the Agreement.

- C. **Waiver of Subrogation.** The Contractor hereby waives all rights against the County and its Subcontractors for damages by reason of any claim, demand, suit or settlement (including Workers' Compensation) for any claim for injuries or illness of anyone, or perils arising out of the Agreement. The Contractor shall require similar waivers from all its Subcontractors. Contractor's insurance policies shall include a waiver of subrogation in favor of the County. This provision applies to all policies of insurance required under the Agreement (including Workers' Compensation, and general liability).
- D. **County Not Liable for Paying Deductibles.** For all insurance required by Contractor, the County shall not be responsible or liable for paying deductibles for any claim arising out of or related to the Contractor's business or any Subcontractor performing Work or Services on behalf of the Contractor or for the Contractor's benefit under the Agreement.
- E. **Cancellation Notices.** During the term of the Agreement, Contractor shall be responsible for promptly advising and providing the County Risk Manager and the Purchasing and Contracts divisions with copies of notices of cancellation or any other changes in the terms and conditions of the original insurance policies approved by the County under the Agreement within two (2) business days of receipt of such notice or change.
- F. **Deductibles and Self-Insured Retentions.**
 - 1. Contractors that maintain and administer a self-insured retention or a large deductible formal program exceeding the insurance requirements listed in the Required Types and Limits of Insurance Chart to fund either program may submit an exception request in accordance with the Solicitation section detailing Revisions, Addenda, Questions & Answers to be considered for this Solicitation. The request must include a summary of the program's design and funding method to manage fund deductibles or self-insured retentions. If additional information is necessary, the County will request more specific information, which must be provided by the Contractor. The County Risk Manager will review the information submitted and determine whether the program is acceptable to the County.
 - 2. Contractors with no formal risk management program in place to manage and fund deductibles or self-insured retentions may not be considered.
 - 3. Subject to County approval, Contractor may obtain a letter of credit in the amount equivalent to the deductible, which shall remain in effect during the term of the Agreement at no additional cost to the County.
- G. Contractor's obligations or services shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity or insurance defense of additional or named insureds which would otherwise exhaust or be unavailable as to a party or person described in this Contract.

4.13. Proof of Insurance.

- A. The Contractor shall be required to furnish evidence of all required insurance in the form of certificates of insurance, which shall clearly outline all hazards covered as itemized herein, the amounts of insurance applicable to each hazard and the expiration dates.
- B. The Contractor shall furnish proof of insurance acceptable to the County prior to or at the time of execution of the Agreement and the Contractor shall not commence work or provide any service until the Contractor has obtained all the insurance required under the Agreement and such insurance has been filed with and approved by the County. Upon request from the County, the Contractor shall furnish copies of all required policies and any changes, endorsements, or amendments thereto, immediately, to the County, the County Risk Manager, and Purchasing and Contracts Divisions, prior to and any time after the commencement of any contractual obligations. The Agreement may be terminated by the County, without penalty or expense to County, if at any time during the term of the Agreement proof of any insurance or copies of any insurance policies required hereunder are not provided to the County upon request.
- C. All certificates of insurance shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by this Section. No work or services by Contractor or its Subcontractors shall be commenced until County has approved these policies or certificates of insurance. Further, the Contractor agrees that the County shall make no payments pursuant to the terms of the Agreement until all required proof or evidence of insurance has been provided to the County. The Agreement may be terminated by the County, without penalty or expense, if proof of any insurance required hereunder is not provided to the County.
- D. The Contractor shall file replacement certificates with the County at the time of expiration or termination of the required insurance occurring during the term of the Agreement. In the event such insurance lapses, the County expressly reserves the right to renew the insurance policies at the Contractor's expense or terminate the Agreement but County has no obligation to renew any policies.
- E. The provisions of these sections, Required Types of Insurance; Insurance Requirements; and Proof of Insurance, shall survive the cancellation or termination of the Agreement.

4.14. Provide Proof of Insurance

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

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

5. Scope of Work

5.1. SCOPE OF WORK

Volusia County's Water Resources and Utilities is requesting bids to secure a qualified vendor for the purpose of repair, refurbishment, and replacement, in addition to preventative maintenance and inventory parts, for various chemical feed equipment within the County's six (6) wastewater and nine (9) water treatment facilities. The successful vendor shall also provide technical services for the purpose of maintenance, repair and optimization of various chemical feed systems.

5.2. PRICING

- A. Bidders shall complete Attachment A- Pricing Sheet in its entirety or bidder may be deemed non-responsive. The discount % percentage shall stay firm throughout the term of the agreement. Award will be based on the total cost of Group A. Upload Attachment A-Pricing Sheet in Section 5. Vendor Questionnaire 6.1.
- B. All discounts shall be applied to the Bidder's list/catalog prices. The discount % percentage offered shall remain firm for the term of the Agreement.
- C. Delivery charges shall be included in submitted prices. Volusia County will only pay shipping charges for special order items or expedited shipping. In such cases, the vendor shall provide documentation, from third party carrier of delivery charges.
- D. Hourly rate for service during normal working hours (7:00 a.m. – 5:00 p.m.)
- E. Upon request of the County Project Manager, the Bidder shall provide proof of list/catalog prices.

5.3. MISCELLANEOUS

- A. All work shall be coordinated through the County Project Manager.
- B. Service work shall follow all manufacturer recommendations, as required to maintain, repair or replace equipment.
- C. Routine work and service shall be scheduled as needed.
- D. Scheduled work shall not be considered as emergency work.
- E. Upon award, the Bidder shall provide the County Project Manager with a minimum of two (2) 24/7 emergency contact telephone numbers.

6. Vendor Questionnaire

1. Acknowledgements

1.1. Acknowledgment*

By checking yes, the Respondent acknowledges the following:

- Information provided in the response is true and correct and that the submission of a response is final.
- The Respondent agrees to all terms and conditions contained in this solicitation and related exhibits, including construction drawings, technical specifications, and permits, if applicable. (By

checking yes, vendor agrees to the attached County of Volusia Purchase Order (PO) or Master Agreement (MA) Terms and Conditions, if included with this solicitation.)

- Respondent further agrees and acknowledges that no proprietary or confidential information has been submitted. By submitting this proposal or entering into this contract, Contractor/Respondent acknowledges that all documents submitted are public records and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services or delivery of products provided under this proposal or contract are public records subject to the public records disclosure requirements of Florida Statutes sec. 119 et seq., and Article I, section 24 of the Florida Constitution.
- Responses may be withdrawn by the Respondent prior to the closing/offer date. Following the closing date, Respondent understands that a response may not be withdrawn.

☐ Yes

☐ No

*Response required

1.2. *Scope of Services Acknowledgement**

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

☐ Yes

☐ No

*Response required

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

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

☐ Yes

☐ No

*Response required

1.4. *Complete and upload the Federal Contract Provisions. **
Compliance with FEMA 2 CFR 200.318-326 and Appendix II Contract Provisions.

This Agreement and the products/services provided may be utilized in the event of declared State/Federal Emergency, and Contractors shall comply with the applicable sections of the Federal Contract Provisions attached.

Please download the attached document, complete, and upload.

- [Federal Contract Provisions...](#)

*Response required

1.5. *Insurance Acknowledgement**

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

- ☐ Yes
☐ No

*Response required

1.6. *Drug-Free Workplace**

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

- ☐ Yes
☐ No

*Response required

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

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

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

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

*Response required

1.8. *Conflict of Interest**

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

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

☐ Yes

☐ No

*Response required

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

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

*Response required

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

☐ Yes

☐ No

*Response required

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

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

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

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

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

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

☐ Yes

☐ No

*Response required

2. Public Entity Crime

2.1. *Public Entity Crime Acknowledgement**

Public Entity Crimes - Pursuant to Section 287.133(12)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Submittal Package (Bid Response) on a contract to provide any goods or services to a public entity, may not submit a bond on a contract with a public entity for the construction or repair of a public building or public work, may not submit Submittal Package (Bid Response) on leases of real property to a public entity may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two (\$25,000) for a period of 36 months from the date of being placed on the convicted vendor list. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

By selecting 'Yes', the Respondent represents and warrants that the submission of its response/proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005) or their successor. In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent's subcontractors and Respondent's implementer, if any, is not under investigation for violation of such statutes.

☐ Yes

☐ No

*Response required

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

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

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

- are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency
- have not within a three-year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the previous paragraph of this certification.

- have not within a three (3) year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

☐ Yes

☐ No

*Response required

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

*Response required

4. Scrutinized Companies Certification

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

I hereby certify that neither the responding entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies That Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this Solicitation is for a contract for goods or services where the total contract value is one million dollars (\$1,000,000) or more, I hereby certify that neither the responding entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this Solicitation upon written notice if the responding entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars (\$1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

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

☐ Yes

☐ No

*Response required

5. Forms/Documentation

5.1. *Submittal Form **

Please download the below documents, complete, and upload.

- [Submittal Form.pdf](#)

*Response required

5.2. *Memorandum of Authority*

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

5.3. *W-9**

Please attach current W-9 Form.

*Response required

5.4. *Proof of Insurance **

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

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

*Response required

5.5. *Hold Harmless Agreement*

Please download the below document, complete, and upload.

Only upload if applicable in accordance with Florida Law.

- [Volusia Hold Harmless Agree...](#)

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

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

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

*Response required

5.7. *Certification Affidavit by Prime Contractor as Local Business**

Certification Affidavit by Prime Contractor as Local Business

By selecting 'Yes', Respondent acknowledges the local preference requirements and understand these requirements shall remain for the entire term of the agreement. Respondent further understands that failure to notify the County of Volusia of any change in status as a result of an awarded agreement may result in breach. Vendor acknowledges that, as the Respondent:

- Vendor has been in business for a minimum of six (6) months prior to the date of this submission
- Vendor acknowledges the ability to provide proof of local business presence from a local jurisdiction if required per Volusia County local preference ordinance found at

[ARTICLE VI. - FINANCE | Code of Ordinances | Volusia County, FL | Municode Library](#)

By Selecting "No" Respondent acknowledges that the firm does not have a local presence as detailed in the ordinance and local preference does not apply.

☐ Yes

☐ No

*Response required

5.8. *Certification Affidavit of Subcontractor as Local Business **

By selecting 'Yes', the Respondent acknowledges the Subcontractor local preference requirements and understand these requirements shall remain for the entire term of the agreement. The Respondent further understands that failure to notify the County of Volusia of any change in status as a result of an awarded agreement may result in breach.

The Respondent certifies to the best of its knowledge and belief, that any Subcontractor/supplier in accordance with a response to this solicitation:

- Subcontractor/supplier has been in business for a minimum of six (6) months prior to the date of this submission
- Subcontractor/supplier acknowledges the ability to provide proof of local business presence from a local jurisdiction if required per Volusia County local preference ordinance found at

[ARTICLE VI. - FINANCE | Code of Ordinances | Volusia County, FL | Municode Library](#)

By Selecting "No" the Respondent acknowledges that the firm does not have Subcontractors that have a local presence as detailed in the ordinance and local preference does not apply.

☐ Yes

☐ No

*Response required

5.9. *Prohibition Against Contingent Fees**

Respondent shall properly complete, notarize and upload the attached disclosure statement certifying that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the respondent to solicit or secure this contract and that he or she has not paid or

agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this contract.

- [Prohibition Against Conting...](#)

*Response required

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

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

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

- [Volusia Human Trafficking A...](#)

*Response required

6. Additional Information

6.1. *Attachment A - Pricing Sheet**

Bidder shall upload completed Attachment A - Pricing Sheet here.

*Response required

6.2. *Delivery and/or availability**

Please provide your delivery and/or availability timeframe:

*Response required

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

☐ Yes

☐ No

*Response required

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

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

*Response required

6.5. *Payment Terms **

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

*Response required

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

*Response required

6.7. *Are you a sole proprietor? **

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

- ☐ Yes
☐ No

*Response required

6.8. *Price Redetermination - Fuel**

The following information is required in order to be considered for a future price redetermination for fuel.

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances and other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?

The total for all of the pricing redetermination percentages in these sections shall not exceed 100.

Complete percentage amount below:

*Response required

6.9. *Which fuel type does your firm use primarily: **

- ☐ diesel fuel
☐ gasoline
☐ other

*Response required

6.10. *Price Redetermination - Wages**

The following information is required in order to be considered for a future price redetermination for wages.

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?

The total for all of the pricing redetermination percentages in these sections shall not exceed 100.

Complete percentage amount below:

*Response required

6.11. *Price Redetermination - Materials**

The following information is required in order to be considered for a future price redetermination for materials.

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances and other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials?

The total for all of the pricing redetermination percentages in these sections shall not exceed 100.

Complete percentage amount below:

*Response required

6.12. *References **

Please download the below documents, complete, and upload.

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

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

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

The respondent shall provide examples of similar projects which best illustrates the proposed team's qualification for the scope of services. Respondent shall state the project title; location; owner name, address, and telephone number; years completed; project cost; brief description of project and relevance to this Solicitation.

- [References Form\(492427\) \(1\)...](#)

*Response required

7. **Definitions**

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

7.1. **Agreement:**

This Solicitation document between the County and the awarded Contractor(s) along with any written addenda and other written documents, which are expressly incorporated by reference. May be used interchangeably with Contract.

7.2. **Agreement Administrator:**

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

7.3. **Bidder**

That person or entity, including employees, servants, partners, principals, agents and assignees of the person or entity that submits a proposal for the purpose of obtaining a Contract with the County for the

provision of the services requested in the Solicitation. Can be used interchangeably with Proposer and Respondent.

7.4. Confidential Information:

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

7.5. Constitutional Officers:

Shall mean, collectively, the Clerk of the Circuit Court of Volusia County, Volusia County Property Appraiser, Volusia Sheriff's Office, Volusia County Supervisor of Elections, and Volusia County Tax Collector.

7.6. Contractor:

That person or entity, including employees, servants, partners, principals, agents and assignees of the person or entity that has submitted a Response for the purpose of obtaining business with the County and awarded an Agreement/Contract to provide the product and/or services set forth herein.

7.7. Contractor's Project Manager:

The Project Manager has responsibility for administering this Agreement for the successful Respondent(s) and will be designated prior to the issue of the resulting Master Agreement or Purchase Order.

7.8. Cost of the Work

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

7.9. 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.

7.10. County's Project Manager(s):

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

7.11. Day:

The word “day” means each calendar day or accumulation of calendar days.

7.12. Director:

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

7.13. Master Agreement:

The payment vehicle through with the successful Respondent(s) may be compensated. This Agreement will be issued in accordance with the specifications, terms, and conditions of this Bid document and shall be valid for a specified period of time and may have a specific dollar value, which shall not be exceeded annually.

7.14. 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.

7.15. Preference:

The method of the reducing the proposed Bid or quote price by a designated percentage for the sole purpose of determining the lowest price when compared to other prices submitted during a competitive solicitation.

7.16. Protest:

See process at www.volusia.org/purchasing.

7.17. Purchase Order:

The County’s written document to the Contractor formalizing the proposed transaction, such as a description of item(s)/services, delivery location, payment terms, invoice address and transportation. If there are any conflicts between the Purchase Order and the awarded Solicitation, the terms of the Solicitation shall prevail.

7.18. Respondent:

That person or entity, including employees, servants, partners, principals, agents and assignees of the person or entity that submits a proposal for the purpose of obtaining a Contract with the County for the provision of the services requested in the Solicitation. Can be used interchangeable with Bidder and Proposer.

7.19. Response:

A Contractor’s offer to the County in response to an invitation to the Solicitation issued by a purchasing authority. Used interchangeable with Bid or Proposal.

7.20. Solicitation:

This document used to obtain bids or proposals for the purpose of entering into a Contract for certain goods and/or services from the Respondent.

7.21. Subcontractor:

A person other than a materialman or laborer who enters into a contract with a Contractor for the performance of any part of the Contract Documents.

EXHIBIT 2
Underlying Agreement between
Volusia County and Guardian Equipment, Inc.
for Chemical Feed System Maintenance and Repair Services



Master Agreement

NO. 780 12625 - 1

TERM: 2025-07-21 to 2028-07-21

Page 1 of 2

Date Issued: 06/11/2025

Vendor contact: Name: MARK CLIBURN Phone: 407-936-2216 E-mail: Ext.:		County contact: Name: ALAN FERGUSON Phone: 386-822-6465 E-mail: AFerguson@volusia.org Ext.:	Bill To: County of Volusia UTILITIES OPERATION 3151 E New York Ave., 2nd Floor DELAND, FL 32724
Vendor Name: GUARDIAN EQUIPMENT INC 330 HICKMAN DRIVE SANFORD, FL 32771-0520		Vendor No. 97041100030	Ship To: UTILITIES OPERATION 3151 E New York Ave., 2nd Floor DELAND, FL 32724
Solicitation Number: 25-B-110LS Award Date: 2025-06-06 Award Authorization: DIRECTOR		Purchasing Phone: LISA SMITH 386-822-5788 E-mail: mlsmith@volusia.org Ext: 15788 Payment Terms: Net 45 Days, FOB Dest, Freight allowed	
Document Description: Chemical Feed Systems Maintenance and Repair			

Line Item	Commodity Code	Unit	Description	Unit Price or Contract Amount
1	72055	EA	Chemical feed system maintenance and repair parts per attached	0.000000

Pam Wilsky, CPPO, CPPB
Purchasing & Contracts Director

County of Volusia
Sales Tax Exemption Number
85-8012622393C-9

Remainder of page is blank

Purchase Order (PO) or Master Agreement (MA) Terms and Conditions

Providing any good or service constitutes acceptance of this entire PO or MA without exception.
In the event this document is issued based on a solicitation or quote, the terms and conditions of the solicitation or quote prevail.

Acceptance. Products/Services purchased as result of this PO or MA may be tested for compliance with specifications. Items delivered not in conformance with the specifications may be rejected and returned at the Provider's expense. Those items and items not delivered by the delivery date specified in the accepted offer and/or PO or MA may be purchased on the open market.

Cancellation of Order. A request by either party to the PO to cancel the order at no cost.

Delivery. Title and risk of loss shall pass when items have been received, inspected, and accepted by County of Volusia ("County"). All associated shipping, insurance, and other related costs shall be borne by Provider.

Discontinued. Provider shall give County 30 (thirty) days advance notice of a discontinued item(s) so that County can purchase additional quantities of discontinued item(s). County must give written approval of replacement(s) if they exceed previous price or fail to meet quality, form, fit, or function of the discontinued item. Time is of the essence regarding Performance of Services and this PO or MA can be terminated by the County for convenience, non-appropriation of funds, or non-performance.

Disputes. If such dispute arises under this PO or MA and is not resolved informally by the parties within five (5) business days, the party bringing a claim ("Disputing Party") shall deliver to the first level representative of the other party a written statement ("Dispute Notice") describing the dispute. If the respective representatives cannot resolve the dispute within ten (10) days, the dispute shall be escalated through two higher levels of management. If the dispute has not been resolved within 25 (twenty-five) calendar days after delivery of the Disputing Party's notice, either party may give written notice to the other party declaring the resolution process terminated and pursue other legal recourse or initiate formal non-binding mediation before a single mediator, which shall be completed within 30 (thirty) days of initiation, in accordance with rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700, et seq., of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize such termination remedies and commence litigation in a court of competent jurisdiction.

E-Verify. By providing any good or service to the County or accepting payment for same, Provider warrants and certifies it has registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees. Provider is subject to and agrees to abide by Sections 446.09 and 446.095, Fla. Stat. Provider shall not enter into a contract with a subcontractor without prior approval from the County; Provider will be required to comply with the provisions of Section 446.095, Fla. Stat.

Emergency Procurement. This Agreement and the products/services provided may be utilized in the event of declared State/Federal Emergency and Contractors shall be prepared to comply with the requirements of the FEMA Super Circular CFR 200.318-326 and Appendix II Contract Provisions as amended. These documents can be found on the Internet at: <https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-318>

Federal Grant Funded Purchases. This Agreement and the products/services provided if purchased with Federal grant funds shall be prepared to comply with the requirements of the 2 CFR 200.318-327 and Appendix II Contract Provisions as amended. These documents can be found on the Internet at: <https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-318>. Payment Terms for these purchases shall be net 30 days.

Governing Law/Jurisdiction/Venue. This PO or MA shall be governed by the laws of the State of Florida and venue for any litigation arising from this PO or MA shall be in the County of Volusia, Florida, and any trial shall be non-jury. Provider shall comply with all applicable laws and regulations.

Human Trafficking Pursuant to Section 787.06, Florida Statutes, when a contract is executed, renewed, or extended between you, a nongovernmental entity, and Volusia County, a governmental entity in the State of Florida, you are hereby acknowledging under penalties of perjury that you do not use coercion to employ any person for labor or services. Coercion includes, without limitation, using or threatening to use physical force against any person; restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; causing or threatening to cause financial harm to any person; enticing or luring any person by fraud or deceit; or providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Insurance. For goods and services delivered or performed by Provider on County premises, Provider certifies it maintains comprehensive general liability insurance and auto insurance in the amounts identified in the solicitation and/or contract and any amendments thereto pertaining to this PO or MA, or from an A.M. Best "A -" or better rated insurance firm authorized by the State of Florida Insurance Commissioner. The County reserves the right to require the "County of Volusia" be named as additional insured for projects when deemed necessary. For services performed off County premises and goods delivered by third party carriers, the Provider shall use such carriers that maintain such insurance coverage as set forth above.

Intellectual Property. Provider agrees to protect, defend, indemnify, and save the County, its agents, officials, including elected officials, and employees of the County harmless from and against any and all claims, demands, actions, and causes of action which may arise asserting that a copyright, trademark, trade secret, or patent ("Intellectual Property"), as provided under this PO or MA, infringes or misappropriates any third party's Intellectual Property. If Provider must pay a third party any license, royalty, or other such usage fee in order to deliver the item(s) under this PO or MA, such third party and usage fee must be specified in the Provider's offer to sell to the County.

Indemnification. The Contractor shall indemnify, defend and hold harmless the County and its employees, officers, elected and appointed officials, agents, attorneys, representatives, volunteers, divisions, departments, districts, authorities, and associated entities from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees, arising out of or resulting from the performance of this Agreement to the extent that any such claim, damage, loss and expense is caused by any negligent act or omission of the Contractor, anyone directly or indirectly employed by Contractor.

Modification & Assignment. County may unilaterally change, at no additional cost, the quantity and receiving point within the County for items not yet shipped. All other items must be mutually agreed upon in writing. County is not required to pay for defective items, back-orders, late deliveries, those quantities exceeding the PO or MA quantity, or items shipped at a higher price than stated on the PO or MA. Neither this PO or MA nor any interest herein shall be assigned, transferred, or encumbered by Provider except as authorized in writing by the County.

Notices. All notices given by one party to the other party under this PO or MA shall be delivered to the receiving party's address set forth on this PO either by hand, qualified courier, or e-mail and shall be deemed received the day after it is transmitted. For the County, it shall be addressed to the Purchasing and Contracts Department, 123 West Indiana Avenue, 3rd Floor, Deland, Florida, 32720 or purchasing@volusia.org.

No Waiver. Except as expressly set forth herein, no failure or delay on the part of County in exercising any right, power, or remedy hereunder shall operate as or be deemed a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof, or the exercise of any other right, power, or remedy.

Order of Precedence. In the event of conflict between this PO or a Master Agreement (MA), the originating Volusia County contract and amendments thereto shall be controlling. This control shall pertain to all specifications and scopes of work included in the originating Volusia County contract and any amendments thereto.

Payment. Except for construction services, which shall be paid pursuant to the Florida Prompt Payment Act, County shall pay Provider within 45 (forty-five) days after receipt of an accurate and undisputed invoice, unless the County accepts a prompt payment discount from Provider and the goods or services are not defective. Invoice, packing slip, delivery receipt, order acknowledgement, and correspondence shall clearly indicate the PO or MA number. Any additional or different terms and conditions on Provider's documents shall be considered null and void. The County may deduct amounts it is due from Provider's payment or not pay disputed invoices until such dispute is resolved. Nothing in this PO or MA shall create any obligation on the part of the County to pay directly to any subcontractor of Provider any monies due to such subcontractor or claims of such subcontractor for amounts owed by Provider to subcontractor for goods or services provided under this PO or MA.

Sovereign Immunity. The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of the Agreement, Master Agreement, and/or this Purchase Order to the contrary, nothing in any such documents shall be deemed as a waiver of immunity or the limitations 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 the Agreement, Master Agreement, or this Purchase Order shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

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

Termination for Convenience. The County may cancel the PO or MA in whole or part when it is in the best interest of the County with thirty (30) days notice.

UCC. In addition to any rights or remedies contained in this P.O., each party shall have rights, duties, and remedies available through the Uniform Commercial Code (UCC).

Warranty. Provider warrants that all Work or Services performed under this PO or MA shall be performed in a good and competent workmanlike manner to the satisfaction of the County, and materials shall be of good quality (unless otherwise stated on PO or MA), and free from defects and pursuant to specifications and requirements of the contract related to this PO or MA.

Vendor:

Guardian Equipment, Inc.

Please complete Attachment A- Pricing Sheet in its entirety or bidder may be deemed non-responsive . Discount % percentage shall stay firm throughout the term of the agreement. Award will be based on the total cost of Group A.

Group A:

Vendors shall fill out pricing for all the representative samples of equipment listed below in its entirety.

Qty	Part Number	Description	Unit Cost	Discount %	Extended Cost
22	10X-014	Walchem - Bladder, PVC III	\$ 145.00	10%	\$ 2,871.00
22	42318	Walchem - PTFE Diaphragm for Plastic GR Sentinel	\$ 75.00	10%	\$ 1,485.00
48	PV-00601	Walchem - Pressure Spring-1/4"-1/2" & T Series Valve, 10-150 PSI	\$ 30.00	10%	\$ 1,296.00
48	PV-00800	Walchem - Diaphragm-1/4"-1/2" & T Series Valve, PTFE/EPDM	\$ 40.00	10%	\$ 1,728.00
4	RC-10X-X50	Revolution 10 CU IN PVC Dampener, 150 PSI, 1/2" NPTF, PVC/PVC, Chargeable	\$ 457.50	10%	\$ 1,647.00
6	E90085	Walchem - Diaphragm & Retainer, E35	OBSOLETE		#VALUE!
1	PD690-3-16	Walchem Precision Digital Display	\$ 1,045.00	10%	\$ 940.50
2	E90023	Valve, Auto Air Vent, 3/8 VC	\$ 160.00	10%	\$ 288.00
1	CS-111-PVC	Hydro Instruments 1" Corporation Cock assembly with IPS Threads and NPT inlet	\$ 469.00	10%	\$ 422.10
1	APG 125291-0030	AGM - Ultrasonic Level Sensor for Sodium Hypochlorite Bulk Storage Tank, Model IRU-2123, 30-foot cable	\$ 825.00	10%	\$ 742.50
4	201L-254F	Gauge Assembly, 2-1/2" 0-160 PSI	\$ 50.00	10%	\$ 180.00
4	1000-58	Gauge Assembly, Sentry III Plastic, Chargeable	\$ 190.00	10%	\$ 684.00
1	EHE31E1-VC1	Walchem Electronic Metering Pump to Deliver 5.5 GPH	\$ 1,824.00	10%	\$ 1,641.60
1	EHE36E1-VC1	Walchem Electronic Metering Pump to Deliver 8.5 GPH	\$ 1,925.00	10%	\$ 1,732.50
1	EHE35E1-VCT	Walchem Electronic Metering Pump to Deliver 8.5 GPH	OBSOLETE		#VALUE!
1	EHE56E1-VC1	Walchem Electronic Metering Pump to Deliver 20 GPH	\$ 2,120.00	10%	\$ 1,908.00
1	EHE30E1-VCT	Walchem Electronic Metering Pump to Deliver 5.5 GPH	OBSOLETE		#VALUE!
1	EWC20F1-VC	Walchem Electronic Metering Pump to Deliver 2.3 GPH	OBSOLETE		#VALUE!
1	EWC21Y1-VE	Walchem Electronic Metering Pump to Deliver 2.3 GPH	OBSOLETE		#VALUE!
20	X21PC-PK	Walchem - Parts Kit, EWC21, PC	\$ 89.00	10%	\$ 1,602.00
20	X21VE-PK	Walchem - Parts Kit, EWC21, VE	\$ 89.00	10%	\$ 1,602.00
6	Z20VC-PK	Walchem - Parts Kit, EZB20, VC	OBSOLETE		#VALUE!
20	E35VC-PK	Walchem - Parts Kit, EHE35, VC	OBSOLETE		#VALUE!
6	E30VC-PK	Walchem - Parts Kit, EHE30, VC	OBSOLETE		#VALUE!
6	E31VC-PK	Walchem - Parts Kit, EHE31, VC	\$ 134.00	10%	\$ 723.60
2	E55VC-PK	Walchem - Parts Kit, EHE55, VC			\$ -
2	E36VC-PK	Walchem - Parts Kit, EHE36, VC	\$ 155.00	10%	\$ 279.00
2	E35VC-PK	Walchem - Parts Kit, EHE35, VC			\$ -
2	E56VC-PK	Walchem - Parts Kit, EHE56, VC	\$ 236.00	10%	\$ 424.80
2	X20VC-PK	Walchem - Parts Kit, EWC20, VC	OBSOLETE		#VALUE!
2	X21VE-PK	Walchem - Parts Kit, EWC21, VE	OBSOLETE		#VALUE!
1	EH2102	Walchem - Pump Head, EHE31, VC	\$ 89.00	10%	\$ 80.10
1	EH1953	Walchem - Pump Head, EHE36, VC	\$ 128.00	10%	\$ 115.20
1	EH0156	Walchem - Pump Head, EHE35, VC	\$ 121.00	10%	\$ 108.90
1	EH2114	Walchem - Pump Head, EHE56, VC	\$ 126.00	10%	\$ 113.40
1	EH0617	Walchem - Pump Head, EHE30, VC	OBSOLETE		#VALUE!
1	EH0564	Walchem - Pump Head, EWC20, VC	OBSOLETE		#VALUE!
1	EH1951	Walchem - Pump Head, EWC21, VE	\$ 80.00	10%	\$ 72.00

1	EHC-E11UPE	Walchem - Control Module, 115 VAC, EHE31E1	OBSOLETE		#VALUE!
1	EHC-E11UPE	Walchem - Control Module, 115 VAC, EHE36E1	OBSOLETE		#VALUE!
1	EHC-E11UPE	Walchem - Control Module, 115 VAC, EHE35E1	OBSOLETE		#REF!
1	EHC-E11UPE	Walchem - Control Module, 115 VAC, EHE56E1	OBSOLETE		#VALUE!
1	EHC-E11UPE	Walchem - Control Module, 115 VAC, EHE30E1	OBSOLETE		#VALUE!
1	EWCF1	Walchem - Control Module, 115 VAC, EWC20F1	OBSOLETE		#VALUE!
1	EWCY1	Walchem - Control Module, 115 VAC, EWC21Y1	OBSOLETE		#VALUE!
Total					#VALUE!
Group B - informational purposes and not as a basis of award					
Description				Unit Cost	
Hourly rate for service during normal working hours (7:00 a.m. – 5:00 p.m.)				\$	119.00
Emergency service hourly rate after normal working hours.				\$	178.50
Emergency service hourly rate for weekends and holidays.				\$	178.50
Percentage off List/Catalog prices for items not listed above.					10%

EXHIBIT 3
Human Trafficking Affidavit

HUMAN TRAFFICKING AFFIDAVIT

In compliance with § 787.06, Florida Statutes, this Affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the City of Mount Dora (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of Guardian Equipment, a nongovernmental entity, and I am authorized to provide this affidavit on behalf of the Nongovernmental Entity.
3. Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in § 787.06, Florida Statutes, as may be amended from time to time.
4. If at any time in the future the Nongovernmental Entity does use coercion for labor or services, the Nongovernmental Entity will immediately notify the Governmental Entity and no contracts may be executed, renewed, or extended between the parties.
5. I have read the foregoing Affidavit and confirm that the facts stated in it are true and are made for the benefit of and reliance by the Governmental Entity.

Alan Cliburn
Authorized Signature

Guardian Equipment
Company

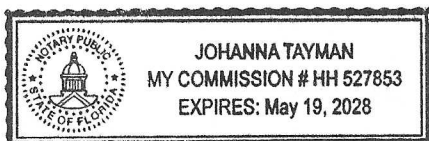
Alan Cliburn
Printed Name

President
Title

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Alan Cliburn, as President of Guardian Equipment who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Nongovernmental Entity, and who is personally known to me or who produced personally known as identification, and who did/did not take an oath this 3 day of December, 2024.

(stamp)



Johanna Tayman
NOTARY PUBLIC



510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: January 6, 2026

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Ratification of the Eighth, Ninth and Tenth Extensions of Resolution 2025-45, Local State of Emergency Related to October 26-October 27, 2025 Flood Event

Introduction:

This is a request for Council to ratify the Eighth, Ninth and Tenth Extensions of Resolution 2025-45, Local State of Emergency Related to October 26-October 27, 2025 Flood Event

Discussion:

Section 252.38(3)(a)(5), Florida Statutes, authorizes municipalities to declare a local state of emergency for a duration of seven (7) days, which may be extended in additional seven-day increments as necessary. During such time, the City may waive procedures and formalities otherwise required by general law, ordinance, or local policy, and may take any prudent action necessary to ensure the health, safety, and welfare of the community.

On October 27, 2025, in response to the flooding event occurring between October 26 and October 27, 2025, Mayor Homich signed Resolution No. 2025-45, declaring a local state of emergency within all territory inside the legal boundaries of the City of Mount Dora for a seven-day duration. On the same date, pursuant to Emergency Order No. 2025-1, the Lake County Board of County Commissioners also declared a local state of emergency. On October 29, 2025, Governor Ron DeSantis issued Executive Order No. 25-213, declaring a state of emergency in Lake County and other affected areas of Central Florida due to the same flooding event.

City of Mount Dora Resolution No. 2025-45 was ratified at a City Council Special Meeting on October 29, 2025, at which a quorum of the City Council was present.

Chapter 252, *Florida Statutes*, and Resolution 2025-45 permit the mayor, City Manager or his or her designee, to extend a local state of emergency if a quorum of the City Council is unavailable. Due to the ongoing suffering caused by the October 26-27, 2025 Flood Event, and to ensure the health, safety, and welfare of the community, its residents, and public facilities, the local state of

emergency was further extended for all territory within the legal boundaries of the City of Mount Dora for additional 7-day durations, up to and including December 8, 2025. Further extensions may be issued when prudent by the mayor or city manager or his or her designee in the absence of a quorum of the City Council.

City Council Extension to State of Emergency Approval History:

Extension	Date Adopted/Signed	Date Ratified by City Council	Extension Expires
1st	11/03/2025	11/04/2025	11/10/2025
2nd	11/10/2025	11/18/2025	11/17/2025
3rd	11/17/2025	11/18/2025	11/24/2025
4th	11/24/2025	12/02/2025	12/01/2025
5th	12/01/2025	12/02/2025	12/08/2025
6th	12/08/2025	12/16/2025	12/15/2025
7th	12/15/2025	12/16/2025	12/22/2025
8th	12/22/2025	01/06/2026	12/29/2025
9th	12/29/2025	01/06/2025	01/05/2026
10th	01/05/2026	01/06/2026	01/12/2026

Budget Impact:

In the event any expenses are incurred as a result of the flood event, a budget amendment will be presented to City Council as potential reimbursements are received, indicating the fund accounts to be adjusted as a result of emergency expenses.

Strategic Impact:

Strategic Initiative 3: Strengthen and Expand Mount Dora’s Infrastructure

Recommendation:

Council ratify the Eighth, Ninth and Tenth Extensions of Resolution 2025-45, Local State of Emergency Related to the October 26-October 27, 2025 Flood event.

Attachment(s):

1. 01.06.2026.EIGHTH EXTENSION OF RESOLUTION 2025-45
2. 01.06.2026.NINTH EXTENSION OF RESOLUTION 2025-45
3. 01.06.2026.TENTH EXTENSION OF RESOLUTION 2025-45

Prepared by: Jeanann Hand, City Clerk

Reviewed by:

Whitney Donovan, Purchasing Coordinator

Matthew Dodson, Budget Officer

Jennifer Gates, Finance Director

City Attorney, City Attorney

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 12/16/2025

Approved - 12/16/2025

Approved - 12/16/2025

Approved - 12/27/2025

Approved - 12/27/2025

Final Approval - 12/29/2025

EIGHTH EXTENSION OF RESOLUTION 2025-45

WHEREAS, on October 27, 2025, the City of Mount Dora declared a local state of emergency by adoption of Resolution No. 2025-45 due to severe flooding resulting from significant rainfall occurring on October 26 and October 27, 2025; and

WHEREAS, on October 27, 2025, pursuant to Emergency Order No. 2025-1, the Lake County Board of County Commissioners also declared a local state of emergency; and

WHEREAS, on October 29, 2025, Governor Ron DeSantis issued Executive Order No. 25-213, declaring a state of emergency in Lake County and other affected areas of Central Florida due to the same flooding event; and

WHEREAS, on October 29, 2025, the City Council adopted and ratified Resolution 2025-45; and

WHEREAS, the flooding caused overflowing waterways, saturated soils, damage to public and private property, disruption of City services, and threats to the health, safety, and welfare of residents, visitors, and public facilities; and

WHEREAS, the City, its residents, and its facilities continue to suffer the effects of the flooding event, and emergency response, recovery, and mitigation efforts remain necessary; and

WHEREAS, Section 252.38(3)(a)(5), Florida Statutes, provides that the City may declare a local state of emergency for a 7-day duration, which may be extended as necessary in 7-day increments, during which the City may waive procedures and formalities otherwise required by general law, ordinance, or local policy, and may take whatever prudent action is necessary to ensure the health, safety, and welfare of the community; and

WHEREAS, Chapter 252, Florida Statutes, and Resolution 2025-45 permit the Mayor, City Manager, or his or her designee, to declare and extend a local state of emergency if a quorum of the City Council is unavailable; and

WHEREAS, a quorum of the City Council was unavailable to convene prior to the expiration of the initial 7-day emergency period; and

WHEREAS, on November 3, 2025, the City extended the declared local state of emergency until November 10, 2025; and

WHEREAS, the First Extension of Resolution No. 2025-45 was ratified by City Council at the Regular Session held November 4, 2025; and

WHEREAS, the declared local state of emergency has been extended in additional seven (7)-day increments thereafter and each extension has been duly ratified by the City Council; and

Eighth Extension of Resolution No. 2025-45

Page 1 of 2

WHEREAS, it is the intent of the City of Mount Dora to extend Resolution No. 2025-45 due to the ongoing impacts of the flooding event and to ensure the continued protection of the health, safety, and welfare of the community, its residents, and public facilities.

NOW, THEREFORE, BE IT RESOLVED that effective December 22, 2025, the City of Mount Dora does hereby extend the previously declared local state of emergency for all territory within the legal boundaries of the City of Mount Dora for an additional 7-day duration, up to and including December 29, 2025.

Further extensions may be issued when prudent by the Mayor, City Manager, or his or her designee in the absence of a quorum of the City Council.

PASSED AND ADOPTED this 22nd day of December, 2025.

RATIFIED AT THE _____, 2026 CITY COUNCIL
REGULAR SESSION.

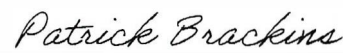


JAMES HOMICH, MAYOR
CITY OF MOUNT DORA, FLORIDA

ATTEST:

Jeanann Hand, City Clerk

For the use and reliance of the City of
Mount Dora only. Approved as to form
and legal sufficiency



Patrick Brackins
City Attorney

NINTH EXTENSION OF RESOLUTION 2025-45

WHEREAS, on October 27, 2025, the City of Mount Dora declared a local state of emergency by adoption of Resolution No. 2025-45 due to severe flooding resulting from significant rainfall occurring on October 26 and October 27, 2025; and

WHEREAS, on October 27, 2025, pursuant to Emergency Order No. 2025-1, the Lake County Board of County Commissioners also declared a local state of emergency; and

WHEREAS, on October 29, 2025, Governor Ron DeSantis issued Executive Order No. 25-213, declaring a state of emergency in Lake County and other affected areas of Central Florida due to the same flooding event; and

WHEREAS, on October 29, 2025, the City Council adopted and ratified Resolution 2025-45; and

WHEREAS, the flooding caused overflowing waterways, saturated soils, damage to public and private property, disruption of City services, and threats to the health, safety, and welfare of residents, visitors, and public facilities; and

WHEREAS, the City, its residents, and its facilities continue to suffer the effects of the flooding event, and emergency response, recovery, and mitigation efforts remain necessary; and

WHEREAS, Section 252.38(3)(a)(5), Florida Statutes, provides that the City may declare a local state of emergency for a 7-day duration, which may be extended as necessary in 7-day increments, during which the City may waive procedures and formalities otherwise required by general law, ordinance, or local policy, and may take whatever prudent action is necessary to ensure the health, safety, and welfare of the community; and

WHEREAS, Chapter 252, Florida Statutes, and Resolution 2025-45 permit the Mayor, City Manager, or his or her designee, to declare and extend a local state of emergency if a quorum of the City Council is unavailable; and

WHEREAS, a quorum of the City Council was unavailable to convene prior to the expiration of the initial 7-day emergency period; and

WHEREAS, on November 3, 2025, the City extended the declared local state of emergency until November 10, 2025; and

WHEREAS, the First Extension of Resolution No. 2025-45 was ratified by City Council at the Regular Session held November 4, 2025; and

WHEREAS, the declared local state of emergency has been extended in additional seven (7)-day increments thereafter and each extension has been duly ratified by the City Council; and

WHEREAS, it is the intent of the City of Mount Dora to extend Resolution No. 2025-45 due to the ongoing impacts of the flooding event and to ensure the continued protection of the health, safety, and welfare of the community, its residents, and public facilities.

NOW, THEREFORE, BE IT RESOLVED that effective December 29, 2025, the City of Mount Dora does hereby extend the previously declared local state of emergency for all territory within the legal boundaries of the City of Mount Dora for an additional 7-day duration, up to and including January 5, 2026.

Further extensions may be issued when prudent by the Mayor, City Manager, or his or her designee in the absence of a quorum of the City Council.

PASSED AND ADOPTED this ____ day of _____, 2025

RATIFIED AT THE _____, 2026 CITY COUNCIL REGULAR SESSION.

JAMES HOMICH, MAYOR
City of Mount Dora, Florida

ATTEST:

Jeanann Hand
City Clerk

For the use and reliance of the City of
Mount Dora only. Approved as to form
and legal sufficiency

Patrick Brackins
City Attorney

TENTH EXTENSION OF RESOLUTION 2025-45

WHEREAS, on October 27, 2025, the City of Mount Dora declared a local state of emergency by adoption of Resolution No. 2025-45 due to severe flooding resulting from significant rainfall occurring on October 26 and October 27, 2025; and

WHEREAS, on October 27, 2025, pursuant to Emergency Order No. 2025-1, the Lake County Board of County Commissioners also declared a local state of emergency; and

WHEREAS, on October 29, 2025, Governor Ron DeSantis issued Executive Order No. 25-213, declaring a state of emergency in Lake County and other affected areas of Central Florida due to the same flooding event; and

WHEREAS, on October 29, 2025, the City Council adopted and ratified Resolution 2025-45; and

WHEREAS, the flooding caused overflowing waterways, saturated soils, damage to public and private property, disruption of City services, and threats to the health, safety, and welfare of residents, visitors, and public facilities; and

WHEREAS, the City, its residents, and its facilities continue to suffer the effects of the flooding event, and emergency response, recovery, and mitigation efforts remain necessary; and

WHEREAS, Section 252.38(3)(a)(5), Florida Statutes, provides that the City may declare a local state of emergency for a 7-day duration, which may be extended as necessary in 7-day increments, during which the City may waive procedures and formalities otherwise required by general law, ordinance, or local policy, and may take whatever prudent action is necessary to ensure the health, safety, and welfare of the community; and

WHEREAS, Chapter 252, Florida Statutes, and Resolution 2025-45 permit the Mayor, City Manager, or his or her designee, to declare and extend a local state of emergency if a quorum of the City Council is unavailable; and

WHEREAS, a quorum of the City Council was unavailable to convene prior to the expiration of the initial 7-day emergency period; and

WHEREAS, on November 3, 2025, the City extended the declared local state of emergency until November 10, 2025; and

WHEREAS, the First Extension of Resolution No. 2025-45 was ratified by City Council at the Regular Session held November 4, 2025; and

WHEREAS, the declared local state of emergency has been extended in additional seven (7)-day increments thereafter and each extension has been duly ratified by the City Council; and

WHEREAS, it is the intent of the City of Mount Dora to extend Resolution No. 2025-45 due to the ongoing impacts of the flooding event and to ensure the continued protection of the health, safety, and welfare of the community, its residents, and public facilities.

NOW, THEREFORE, BE IT RESOLVED that effective January 5, 2026, the City of Mount Dora does hereby extend the previously declared local state of emergency for all territory within the legal boundaries of the City of Mount Dora for an additional 7-day duration, up to and including January 12, 2026.

Further extensions may be issued when prudent by the Mayor, City Manager, or his or her designee in the absence of a quorum of the City Council.

PASSED AND ADOPTED this ____ day of _____, 2026

RATIFIED AT THE _____, 2026 CITY COUNCIL REGULAR SESSION.

JAMES HOMICH, MAYOR
City of Mount Dora, Florida

ATTEST:

Jeanann Hand
City Clerk

For the use and reliance of the City of
Mount Dora only. Approved as to form
and legal sufficiency

Patrick Brackins
City Attorney



510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: January 6, 2026

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of Meeting Minutes

Introduction:

This is a request for Council to approve meeting minutes.

Discussion:

The City Clerk prepares minutes and presents them to City Council as an opportunity to make suggestions or corrections prior to final approval.

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation:

Council approve meeting minutes.

Attachment(s):

1. 11.18.2025.Regular Session Minutes_DRAFT

Prepared by: Jeanann Hand, City Clerk

Reviewed by:

Vince Sandersfeld, City Manager

Final Approval - 12/23/2025



CITY OF MOUNT DORA, FLORIDA CITY COUNCIL REGULAR SESSION MINUTES

Mount Dora City Hall
510 North Baker Street, Mount Dora, FL 32757
November 18, 2025, 6:00 p.m.

CALL TO ORDER

Having been duly advertised as required by law, at 6:00 p.m., Mayor James Homich called to order the Regular Session of City Council in the Mount Dora City Hall Council Chamber.

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

A moment of silence and Pledge of Allegiance to the Flag were led by Mayor Homich.

ROLL CALL

Members Present

James Homich, Mayor
John Cataldo, Vice-mayor
Cal Rolfson, District 2
Dennis Dawson, District 3
Marc Crail, District 4
Nate Walker, District 5 Doug Bryant, At-large

Also Present

Vince Sandersfeld, City Manager
Patrick Brackins, City Attorney
Jeanann Hand, City Clerk

PRESENTATIONS

1. Proclamation Recognizing 100 Years Kiwanis Celebration

Mayor Homich read the proclamation into the record. Former Mayor Cathy Hoechst was present to represent the Kiwanis Club of Mount Dora. Councilmembers spoke favorably about the Kiwanis Club of Mount Dora.

2. Proclamation Recognizing Small Business Saturday

Mayor Homich read the proclamation into the record. Mayor Homich spoke briefly about Small Business Saturday.

3. Proclamation Recognizing Native American Heritage Month

Mayor Homich read the proclamation into the record.

PUBLIC COMMENT

Mayor Homich opened public comment.

Ben Pauluhn, Optimus Energy, 436 East Fifth Avenue, spoke doing business with the City or within the City.

Al Jamal, Alysha Enterprises, 1380 Burleigh Boulevard, Taveres, representing the Mount Dora Hotel Center, spoke about building permit fee relief.

Mayor Homich closed public comment.

APPROVAL OF AGENDA

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE AGENDA; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

APPROVAL OF CONSENT AGENDA

1. Request Approval of Piggyback Agreement with Asphalt Paving Systems, Inc. for Pavement Maintenance and Rehabilitation Services
2. Request Approval for Intent to Award of ITB 25-EL-026 Underground Conduit and Ductline Installation Services
3. Request Approval of Task Authorization with Southeastern Surveying and Mapping Corp. (SSMC) to Perform Utility Asset Inventory, Hydrant Integration, Implement ArcGIS Solutions, Provide ArcGIS Web Support, and Provide Associated Equipment for GIS Field Identification
4. Request Approval of First Amendment of Shelley's Septic Piggyback and Requisition No. 26-3496 with Shelley's Septic Tank, Inc DBA Shelley's Environmental Systems LLC for Sludge Hauling and Removal Services
5. Request Approval of Requisitions 26-3504 and 26-3505 with Allied Universal Corp for Hypochlorite Disinfectant
6. Request Approval of Change Order to Purchase Order 25-01637 with Kimley-Horn & Associates, Inc. for the Relocation of Gopher Tortoises for the WWTP 2 Plant Modifications
7. Request Ratification of the Second and Third Extensions of Resolution 2025-45, Local State of Emergency Related to October 26-October 27, 2025 Flood Event
8. Approval of Meeting Minutes

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE CONSENT AGENDA; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

PUBLIC HEARINGS - RESOLUTIONS/ORDINANCES

1. Request Adoption of **Resolution No. 2025-43**, Approving the FY 2024-25 Year End Budget Amendment

Mr. Brackins read Resolution No. 2025-43 by title only.

RESOLUTION 2025-43

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE YEAR-END BUDGET ADJUSTMENTS FOR FISCAL YEAR 2024-25; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF YEAR-END BUDGET ADJUSTMENTS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Budget Manager Matt Dodson presented Resolution No. 2025-43 establishing the year-end budget for Fiscal Year 2024–2025, which ended September 30, 2025. Staff explained that Chapter 166, Florida Statutes, authorizes budget amendments within 60 days of the fiscal year end when fund expenditures change and requires such amendments to be adopted in the same manner as the original budget. Staff noted that Exhibits A and B satisfy these requirements and reflect an overall budget increase of \$4,501,112, primarily related to Hurricane Milton costs that are expected to be reimbursed.

Mr. Dodson stated that the proposed amendment is primarily related to expenditures and revenues associated with Hurricane Milton, including adjustments based on information received regarding FEMA reimbursements. He noted that the remaining changes consist of routine housekeeping items and minor adjustments across other funds. Mr. Dodson explained that the amendment is procedural in nature and is intended to align the adopted budget with actual revenues and expenditures. He advised that detailed information was provided in the attached materials.

Mayor Homich opened public comment. No one spoke. Mayor Homich closed public comment.

MOTION BY COUNCILMEMBER ROLFSON TO ADOPT RESOLUTION NO. 2025-43, APPROVING THE FY 2024-25 YEAR END BUDGET AMENDMENT; COUNCILMEMBER DAWSON SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

<i>YES</i>	<i>Dawson</i>
	<i>Cataldo</i>
	<i>Walker</i>
	<i>Crail</i>
	<i>Homich</i>
	<i>Bryant</i>
	<i>Rolfson</i>
<i>NO</i>	<i>None</i>

2. Request Adoption of **Resolution No. 2025-47**, Creating Title VI/Nondiscrimination Policy and Plan and Approving FDOT Title VI/Nondiscrimination Assurance

Mr. Brackins read Resolution No. 2025-47 by title only.

RESOLUTION NO. 2025-47

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, CREATING A TITLE VI NON-DISCRIMINATION POLICY AND PLAN; PROVIDING ASSURANCES; PROVIDING COMPLAINT PROCEDURES; PROVIDING FOR PUBLICATION; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Mr. Sandersfeld presented the proposed Title VI Non-Discrimination Policy and Plan. Staff explained that adoption of the policy is a procedural requirement to support the City's pursuit of current and future federal grants and to facilitate eligibility for federal reimbursements related to emergency contracts, including those associated with the Donnelly Street project. Mr. Brackins noted that the policy largely mirrors standard non-discrimination provisions already included in City contracts and reflects practices commonly adopted by other jurisdictions. Staff further advised that, upon adoption, administrative actions will include posting the policy on the City's website and implementing internal procedures as directed by the City Manager. Staff recommended approval.

Mayor Homich opened public comment. No one spoke. Mayor Homich closed public comment.

MOTION BY COUNCILMEMBER BRYANT TO ADOPT RESOLUTION NO. 2025-47, CREATING TITLE VI/NONDISCRIMINATION POLICY AND PLAN AND APPROVING FDOT TITLE VI/NONDISCRIMINATION ASSURANCE; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

<i>YES</i>	<i>Cataldo</i>
	<i>Dawson</i>
	<i>Homich</i>
	<i>Walker</i>
	<i>Bryant</i>
	<i>Crail</i>
	<i>Rolfson</i>
<i>NO</i>	<i>None</i>

CITY MANAGER'S REPORT

Mr. Sandersfeld introduced Police Chief Michael Gibson, who provided an update on the School Zone Child Safety Initiative, which is now fully operational. Chief Gibson reported that speed detection cameras have recorded significant speeding activity in school zones during warning periods at Mount Dora Middle School, Triangle Elementary School, and

Round Lake Charter School, with an estimated average of approximately 300 speeding vehicles per day citywide. He noted that most violations occur during flashing school zone periods.

Chief Gibson explained that warnings have been issued during grace periods and that citations are now being issued at some locations for speeds exceeding 10 miles per hour over the posted limit. He emphasized that the program is a civil citation system that does not affect insurance rates or result in license points and that violators may contest citations before a magistrate.

Council and staff discussed the causes of speeding, enforcement efforts, and police presence in school zones. Chief Gibson stated that it is too early to determine long-term changes in driver behavior but expressed confidence that the program will improve safety and reduce speeding over time.

CITY ATTORNEY'S REPORT

Mr. Brackets updated those present on the Witherspoon Lodge. All parties are working on a written agreement. The Lodge is on board and an agreement would be brought to Council.

He then provided an update regarding the Joint Planning Agreement (JPA) and the Community Redevelopment Agency (CRA) expansion agreement. He advised that Lake County has requested a joint workshop with City Council on December 9 to discuss both items. Mr. Brackett explained that staff from both jurisdictions have been working collaboratively on the JPA and CRA matters and that the workshop is intended to address both topics in a single meeting.

Mr. Brackett stated that he had intended to present a revised draft of the JPA at the meeting but was still finalizing clarifications to address concerns previously raised by the Mayor and Vice Mayor regarding readability and interpretation. He explained that the revisions do not change the substance of the agreement but clarify language to avoid misinterpretation, particularly regarding the applicability of County codes within City limits. He noted that revisions also address issues related to Exhibit A and mapping language.

Mr. Brackett advised that a draft of the revised JPA is expected to be completed by the end of the week and provided to Council prior to the first December meeting. He recommended placing the item on that agenda as a discussion item or under the City Attorney's report to allow Council review and discussion ahead of the joint workshop.

Regarding the CRA expansion agreement, Mr. Brackett stated that staff from both sides, along with legal counsel, have been working on a proposed resolution addressing CRA expansion percentages. He noted that although the statutory mediation window has passed, discussions may continue by mutual agreement.

Mr. Brackett confirmed that the joint workshop is scheduled for December 9 at 6:00 p.m. at the Lake County Agricultural Center. He advised that City staff in attendance will include the

City Attorney, the City Manager, and staff members familiar with CRA tax increment financing data.

COMMUNICATIONS AND REPORTS

Councilmember Crail spoke positively about the Employee Recognition Luncheon last week.

Councilmember Walker spoke favorably about the progress at the Recreation Center.

Councilmember Bryant expressed appreciation for the new restrooms at the tennis courts. He mentioned the Florida League of Cities (FLC)'s activities, especially as they relate to the proposed abolishment of property tax. He suggested speaking to Cobb and Truenow as to their thoughts.

Councilmember Rolfson spoke about last week's Employee Luncheon, and about the property tax issue.

Councilmember Dawson spoke about the East Central Florida Regional Planning Council meeting he recently attended at NeoCity. He brought up working with the County regarding the Wolf Branch Innovation District attracting more high-tech industry.

Vice-mayor Cataldo spoke about Light Up Mount Dora and road closures. Staff spoke about road closures and public safety.

Mayor Homich spoke about the possibility of a performance by the Orlando Philharmonic. He suggested scheduling the Festival Workshop on February 9th and mentioned placing a bus shelter at the United Methodist Church parking lot.

ADJOURNMENT

There being no further business for discussion, the meeting adjourned at approximately 7:21 p.m.

**JAMES HOMICH, MAYOR
CITY OF MOUNT DORA**

Jeanann Hand, City Clerk



510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: January 6, 2026

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: City of Mount Dora Advisory Board and Committee Appointments

Introduction:

This is a request for Council to approve Advisory Board and Committee appointments and reappointments.

Discussion:

Pursuant to the City's Code of Ordinances, Advisory Board and Commission members serve two-year terms and may be reappointed for additional terms.

HISTORIC PRESERVATION BOARD
District 1 (Gabrielle Baraglia-Gunderson)
District 2 (Reconsideration of Board Appointment)

PUBLIC ARTS COMMISSION
District 1 (Paula Tucker)

Budget Impact:

There is no budget impact related to this item.

Strategic Impact:

Strategic Initiative 4: Provide High-Quality City services that sustain a vibrant, safe, and healthy community.

Goal 12: Provide high-quality programs to benefit all age groups: Parks and Recreation; the Northeast Resource and Recreation Center; and the Library

Recommendation:

Council approve appointments and reappointments.

Attachment(s):

1. 2025.Gabrielle Baraglia Gunderson.HPB.APPLICATION
2. 2024.Paula Tucker.PAC.APPLICATION

Prepared by: Jeanann Hand, City Clerk

Reviewed by:

Vince Sandersfeld, City Manager

Final Approval - 12/22/2025

Board Application



CITY OF
MOUNT
DORA

City Clerk

510 North Baker Street

Mount Dora, FL 32757

(352) 735-7126

Application to Serve as a Board or Committee Member for the City of Mount Dora

Please complete all of the date fields listed below.

First Name*

Gabrielle

Last Name*

Baraglia-Gunderson

Address1*

314 N Grandview St

Address2

City*

Mount Dora

State*

FL

Zip*

32757

Phone Number*

352 430 4152

Email Address*

gabriellebaraglia@gmail.com

Provide a brief statement relating to your education, experience and reason for wishing to serve

I have been a manager at Lakeside Inn for 10 years. I grew up in Mount Dora in a historic home on Clayton St. I love this community and hope to become more involved where I can.

Boards on which you wish to serve*

Historic Preservation board

Upon Completion

Please submit to the City Clerk's Office. Feel free to include additional documentation you think may be relevant.

You may submit to clerk@cityofmoundora.com, mail to address at top of form, or drop it off in person between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

* indicates a required field

Application to Serve as a Board or Committee Member for the City of Mount Dora

Please complete all of the date fields listed below.

First Name*

Paula NeJame

Last Name*

Tucker

Address1*

8027 Saint Andrews Way

Address2

City*

Mount Dora

State*

FL

Zip*

32757

Phone Number*

3214386654

Email Address*

pnejame@gmail.com

Provide a brief statement relating to your education, experience and reason for wishing to serve*

We have resided in Mount Dora for 24 years. I have my degree in Business Management. I am the prior Postmaster of Mount Dora and we currently own and operate multiple businesses in our community. I am a prior member of Kiwanas, served as an Ambassador for the Chamber, served on the Charter Review Committee, sat on the Library Advisory Board and am a prior board member of Visit Mount Dora. I am currently Vice-president of Mount Dora Center for the Arts. I am passionate about local arts and it's role in Mount Dora. I believe I could positively impact our community as a servant of the Art Advisory Board.

Resume or additional attachments (not required)

Choose File

No file chosen

Boards on which you wish to serve*

Art Advisory Board

Upon Completion

This form will be submitted to the City Clerk's Office.



510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: January 6, 2026

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Lake Community Action Agency

Introduction:

This is a request from the Lake Community Action Agency for a nomination to the Lake Community Action Agency Board of Directors.

Discussion:

Community Action Agencies (CAAs) originated as part of President Lyndon B. Johnson's "War on Poverty" through the Economic Opportunity Act of 1964, which established the Community Action Program (CAP) and aimed to fight poverty by empowering low-income communities through locally-based organizations. These agencies were created to address poverty issues at a grassroots level by involving community members in decision-making and program design. Programs facilitated by Florida's Community Action Agencies include:

- The Community Services Block Grant (CSBG) program, which helps income-eligible households meet various needs and provides emergency services
- The Low-Income Home Energy Assistance Program (LIHEAP), which helps income-eligible households with home heating and cooling and associated impacts of disasters
- The Weatherization Assistance Program (WAP), which annually provides grant funds to community action agencies, local governments, Indian tribes and non-profit agencies to provide specific program services for low-income families of Florida. These entities provide program services throughout the state.

The Lake (County) Community Action Agency, Inc. (LCAA) is a private non-profit corporation that helps obtain and distribute all available local, State, private and federal resources to empower low-income families, senior citizens, and other individuals in rural and urban areas to obtain the skills, knowledge, and motivation and secure the opportunities needed to become self-sufficient.

LCAA's Mission Statement: Promoting self-sufficiency by reducing and eliminating barriers that

contribute to the instances of poverty through a variety of programs to improve the standards of living.

LCAA's Vision Statement: Lake Community Action Agency strives to become the premier agency in building partnerships that provide professional services to children and families.

The Promise of Community Action: Community Action changes people's lives, embodies the spirit of hope, improves communities, and makes America a better place to live. LCAA cares about the entire community, and they are dedicated to helping people help themselves and each other.

The LCAA Board of Directors comprises 15 members who review and approve all actions of the Agency including requests for funding. Membership is composed equally of representation from the public sector, private business/civic groups/service organizations, and representatives of the poor elected by target area residents. This key body reviews the Agency's programs and accomplishments, sets general policy, determines priorities, and acts as a public sounding board to hear and respond to community concerns regarding poverty.

More information about LCAA is available here: <http://www.lakecaa.org/>

Annually, LCAA Board of Directors requests a nominee to represent the City of Mount Dora. It is the desire of the Lake Community Action Agency Board of Directors that responsible leaders from businesses, public office, education, industry, labor, religion, significant minority groups, and other major activities and interests join with them in the challenging work of helping people attain self-sufficiency.

Budget Impact:

No Budget Impact.

Strategic Impact:

No Strategic Impact as related to the goals defined by City Council.

Recommendation:

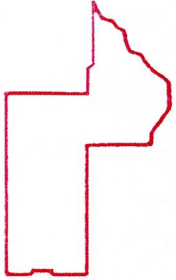
To discuss and advise who shall be appointed to the Lake Community Action Agency Board of Directors.

Attachment(s):

1. Lake Community Action Agency Nomination Form

Prepared by: Jeanann Hand, City Clerk

Reviewed by: Vince Sandersfeld, City Manager



Local, State & Federally Funded
An Equal Opportunity Employer

James H. Lowe, CCAP
Executive Director

LAKE COMMUNITY ACTION AGENCY, INC.

"Helping People, Help Themselves"

501 North Bay Street - Eustis, Florida 32726

(352) 357-5550 - (352) 357-7070

FAX (352) 483-2298 - <http://www.lakecaa.org/>

December 10, 2025

James Homich, Mayor
510 N, Baker Street
Mt. Dora, FL 32757

Dear Mayor Homich,

The City of Mount Dora has been selected again this year to help represent the Public Sector of the Lake Community Action Agency, Inc., Board of Directors.

We also take this opportunity to thank you for the invaluable service Board Member Jeanann Hand has contributed to our Board.

According to our by-laws, a public official appointed by his/her colleagues to serve may select a representative to serve in his/her place or in his/her absence. These representatives need not be public officials themselves, but they shall have full authority to act for the public officials whom they represent at meetings of the Board.

Please provide us with the name, telephone number, email address, and mailing address of the person who will represent your elected public official when he/she cannot attend board meetings.

It is our desire that responsible leaders from businesses, public officials, education, industry, labor, religion, significant minority groups, and other meaningful activities and interests join with us in the challenging work of helping people attain self-sufficiency.

Your elected member will be presented as a nominee to the LCAA Board of Directors at its meeting on January 28, 2026. Presently, our meetings are being held via telephone conference. LCAA will provide the call information for the conference call at a later date before the meeting.

Please complete and return one of the enclosed forms no later than January 09, 2026, thank you,

Sincerely,

James H. Lowe, Executive Director
Mollie Cunningham, President

Programs:

Community Services Block Grant (CSBG) - Weatherization - Family Self-Sufficiency - Family Resource Program (FFSP) - Home Repairs - Low Income Housing Energy Assistance Program (LIHEAP) - Eustis, Community Development; Housing Rehab. - ISPP - School Readiness - Voluntary Pre-Kindergarten (VPK)

Lake Community Action Agency, Inc.
501 N. Bay Street
Eustis, Florida 32726

CERTIFICATION OF NOMINATION TO LCAA BOARD OF DIRECTORS

THIS FORM FOR GROUP ONE ONLY: PUBLIC OFFICIALS

Date: _____

(Name of City, Agency, or Activity)

We hereby nominate _____ to serve on the Board of Directors of Lake
Community Action Agency, Inc.

Tenure Year begins on _____

Signature: _____

Name & Title: _____ (Type or Print)

Nominee's Mailing Address:

Telephones: Cell # _____ Home # _____ Work # _____

Email address: _____

This certifies that the person named was elected by members of the above organization as a nominee to the
Lake Community Action Agency, Inc. Board of Directors.

The election/selection was held during an official meeting of the organization and the results were recorded
in the official minutes.

Please return this completed form to: Lake Community Action Agency, Inc.
501 N. Bay Street
Eustis Florida 32726

2/2019



510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: January 6, 2026

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of Rankings and Authorization to Negotiate - RFP 26-GS-006 Classification and Compensation Study

Introduction:

This is a request for City Council approval of the ranking of RFP 26-GS-006 "Classification and Compensation Study."

Discussion:

On November 3, 2025, RFP #26-GS-006 was issued and resulted in thirteen (13) timely proposals being received by the opening date of December 1, 2025, at 2:00 p.m. The Evaluation Committee met on December 8, 2025, to discuss and score all nine proposals as received under this RFQ. The discussion was detailed and the scoring was consistent. Based on the Committee's scores the proposals were ranked from highest to lowest. The Evaluation Committee scores resulted in a tie for the third place ranking. The Evaluation Committee elected to hold individual Presentation/Question & Answer sessions with four firms, to include the top two firms and both firms tied for third place rank.

The scoring and ranking resulted in a final ranking as follows:

#1 –Archer Company; #2 – Evergreen Solutions, LLC; #3 –MGT Impact Solutions. LLC;
#4 – Cody & Associates; #5 – Autosolve. Inc; #6 Baker Tilly; #7 – AJG;
#8 Precision Consulting Firm, LLC; #9 – Management Advisory Solutions, LLC;
#10 - ProspectHE, LLC; #11 – EulaBlue; #12 – Octagon Staffing; #13 – Bolton Partners, Inc

The Evaluation Committee recommends approval of the final ranking as established above to the City Council and recommends entering into negotiations with the top-ranked firm for a pre-construction agreement. If negotiations are unsuccessful with the #1 ranked firm, the City will cease negotiations with that firm and begin negotiations with the #2 ranked firm. This process will continue until a successful negotiation is reached. For additional information reference the final scoring and ranking as attached.

Budget Impact:

To be determined during the negotiation period.

Strategic Impact:

Strategic Initiative 5: Invest in Fiscal and Human Resources, Building a resilient foundation for enhanced financial performance and organizational excellence.

Goal 14: Retain and attract highly-qualified talent and provide succession planning.

Objective 14.1 -Develop and implement a robust recruitment strategy to attract diverse, highly qualified talent to the City workforce.

1. Implement HR technologies (ADP Implementation) to streamline hiring, onboarding, performance reviews, and payroll processes

Objective 14.2 -Introduce innovative retention strategies to reduce turnover and ensure continuity of critical roles.

1. Regularly assess employee engagement through surveys and feedback mechanisms, and act on results to improve workplace culture.

2. Continuously review and adjust compensation packages to ensure they remain competitive with the public and private sectors.

3. Create a clear, transparent structure for promotions and salary increases to enhance job satisfaction.

Recommendation:

City Council approve the rankings and authorize staff to negotiate a contract for the Classification and Compensation Study.

Attachment(s):

1. Attachment #1 RFP 26-GS-006 Classification and Compensation Study
2. Attachment #2 01.06.2026.Notice of Intent To Award - RFP 26-GS-006

Prepared by: Jeanann Hand, City Clerk

Reviewed by:

Kenneth Hargroves, Human Resources Manager

Alan Cline, Director of Human Resources

Whitney Donovan, Purchasing Coordinator

Matthew Dodson, Budget Officer

Jennifer Gates, Finance Director

City Attorney, City Attorney

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 12/16/2025

Approved - 12/22/2025

Approved - 12/22/2025

Approved - 12/22/2025

Approved - 12/22/2025

Approved - 12/27/2025

Approved - 12/27/2025

Final Approval - 12/29/2025

Request for Proposals

NUMBER
RFP #26-GS-006



CLASSIFICATION AND COMPENSATION STUDY

Whitney Donovan
Purchasing Coordinator

LEGAL NOTICE

Notice is hereby given that the City of Mount Dora is accepting electronic responses only for a sealed Request for Proposals, RFP# 26-GS-006 to provide Classification and Compensation Study. Responses will be received until 2:00 p.m. on December 01, 2025.

RFP# 26-GS-006 “CLASSIFICATION AND COMPENSATION STUDY”

A pre-proposal conference is not applicable for this solicitation.

All Evaluation Committee (EC) meetings and any applicable Presentations/Interviews will be held in the City Council Boardroom located at City of Mount Dora City Hall, 510 N Baker Street, Mount Dora FL 32757 unless noted otherwise. Please be advised that dates and times, are subject to change and updates posted on the City of Mount Dora’s website at www.mountdora.gov, on www.demandstar.com and in the City Hall Lobby.

The City of Mount Dora does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

NOTE: Electronic responses will be the only method allowed for Proposers to respond to this solicitation. Electronic responses are to be provided via DemandStar only. All submittals must be compatible with Microsoft Office 2007. PDF files are acceptable. Bidding will be done through a secure locked box. Proposers can only view/submit their Bid and will not have access to any other Proposer's submittals. The Proposer's Bid may be changed at the Proposer's discretion until the due date and time have been reached at which time the Proposer will no longer change or have access to the electronic bid submittal. The City will then open the Bids. Proposers who are bidding for the first time are strongly encouraged to contact DemandStar by e-mailing questions to DemandStar at www.demandstar.com. All bids must be received by the date and time specified above, when they will be opened, via computer, and publicly read aloud. The bid time shall be scrupulously observed. The City shall not be responsible for delays or internet outages caused by any occurrence. The City website does not accommodate electronic responses to bids. Receipt of a bid in any other form does not satisfy this requirement. No exceptions will be made.

If you have obtained this document from a source other than directly from DemandStar by Onvia.com you are not on record as a plan holder. The Purchasing Department takes no responsibility to provide Addenda to parties not listed as plan holders. The Proposer is responsible for verifying they have received all Bid Addenda.

CAUTION: Proposers should take caution that the City is not responsible for any power outages or internet failures. It is suggested that you upload your response in adequate time to assure that it will post on the day prior to the closing date.

1) INTRODUCTION/OVERVIEW

A) Purpose/Objective

The City of Mount Dora has issued this Request for Proposal (hereinafter, “**RFP**”), as a joint solicitation on behalf of the City, the Community Redevelopment Area (CRA) and the Northeast Community Redevelopment Area (Northeast CRA), with the sole purpose and intent of obtaining proposals from interested and qualified firms offering to provide a “Classification and Compensation Study”, in accordance with the specifications stated and/or attached herein/hereto. The City desires to contract with one successful proposer to provide the requested services for the City, CRA and Northeast CRA as applicable. The successful proposer will hereinafter be referred to interchangeably as the “Proposer, Firm, Vendor or Consultant”.

If awarded, a contract to provide these services will be effective on the date contract is approved by the City of Mount Dora, City Council (herein after, the “Council”), signed by all required parties and filed with the City Clerk.

As is more fully explained in Section “6L” of this **RFP**, an award, if made, will be made to the best overall proposer(s) whose bid is most advantageous to the City, taking into consideration the evaluation factors set forth in this **RFP**. The City will not use any other factors or criteria in the evaluation of the proposals received.

B) Background

The City serves an area of 12.51 square miles with a population of approximately 18,896. The City's fiscal year begins on October 1st and ends on September 30th. The Finance Department maintains the funds and accounts of the City. The Finance Department is responsible for the custody and accounting of funds of each department.

More detailed information on the government and its finances can be found in City of Mount Dora's Annual Comprehensive Financial Report (ACFR) for fiscal year **2024-2025** and in the City's Annual Budget for fiscal year **2025-2026**. Copies of these documents may be viewed on www.cityofmounddora.com. The City of Mount Dora is exempt from any and all state, local and federal taxes.

C) Inquiries

Direct questions related to this **RFP** to Whitney Donovan, Purchasing Coordinator, and submit such questions in writing to: donovanw@mounddora.gov. Please include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly.

Proposers must clearly understand that the only official answer or position of the City will be the one stated in writing from donovanw@mounddora.gov. All questions asked, along with the answers rendered will be electronically distributed to firms registered for this solicitation and additionally posted on the City website (www.mounddora.gov) and on DemandStar (www.demandstar.com).

D) Method of Source Selection

The City is using the Competitive Sealed Proposals methodology of source selection for this procurement, as authorized by Resolutions 2021-107 and 2024-36 (amendment) establishing and adopting the City Purchasing Policy. Each Proposals will be reviewed to determine if the Proposals is responsive to the **RFP**. Proposals deemed to be non-responsive may be rejected without being evaluated by the Selection Committee appointed by the city manager, which shall be comprised of a minimum of three (3) City employees. The committee will make a recommendation to the City Council who will make the final selection(s). A responsive Proposal is one which has been signed and submitted by the specified Proposals deadline, and has provided the information required to be submitted with the Proposals. Poor formatting, poor documentation, incomplete or unclear information may be considered substandard submissions and may adversely impact the evaluation of a Proposals. Respondents who fail to comply with the required and/or desired elements of this **RFP** do so at their own risk.

The City may, as it deems necessary, conduct discussions with responsible proposers determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

E) Pre-Proposal Conference

☒ A pre-proposal conference is not applicable for this solicitation.

A ☐ non-mandatory ☐ mandatory pre-proposal conference will be held on _____, commencing promptly at _____, and will be held in the Council Chambers, 510 North Baker Street, Mount Dora, Florida 32757.

If this pre-bid conference is denoted as "mandatory", prospective proposers must be present in order to submit a bid response.

F) Projected Timetable

The following projected timetable should be used as a working guide for planning purposes only. The City reserves the right to adjust this timetable as required during the course of the **RFP** process.

Event	Date
Issue RFP Notice	November 3, 2025
Pre-Proposal Meeting	Not Applicable
Last Date for Receipt of Written Questions	November 17, 2025 @ 12:00 pm
Addendum Issued (If Applicable)	November 21, 2025
Proposal Due/ Opening Date	December 1, 2025 @ 2:00 pm*
Evaluation Committee to Shortlist	December 8, 2025 @ 11:00 am
Evaluation Committee - Interviews (if requested)	December 22, 2025 @ 1:00 pm – 4:00 pm
Evaluation Committee to Recommend	December 22, 2025 @ 4:15 pm
Issue Notice of Recommendation	December 22, 2025
City Council Meeting Date (anticipated)	January 16, 2025

*An in-person opening will be held in the City Hall first-floor conference room, located at 510 N. Baker Street, Mount Dora, FL, immediately following the 2:00 p.m. proposal due date.

2) GENERAL DESCRIPTION / OBJECTIVE/SCOPE OF SERVICES

The City will contract with one successful proposer to provide the requested services for the City. The successful proposer will hereinafter be referred to interchangeably as the “Proposer, Vendor or Consultant”. An award, if made, will be made to the best overall proposer whose responsive proposal is most advantageous to the City, taking into consideration the evaluation factors set forth in this **RFP**. The City will not use any other factors or criteria in the evaluation of the proposals received.

The City of Mount Dora is soliciting proposals from qualified consulting firms to conduct a comprehensive classification and compensation study of the City’s general (non-union and non-public safety) positions. The goal is to ensure the City’s pay structures, job descriptions, and benefits are competitive, equitable, and aligned with market practices in comparable Florida municipalities.

The City employs approximately 230 full-time, 20 part-time employees, and 70 seasonal employees across a wide range of administrative, technical, clerical, and field service positions. The City provides health, dental, vision, life insurance, retirement programs, and leave benefits. The most recent classification and pay study was completed in 2021.

OBJECTIVE

The study should:

- Review and update all job descriptions for accuracy, essential functions, and FLSA status.
- Evaluate the current classification system and recommend improvements if needed.
- Analyze the City’s compensation structure compared to similar Florida municipalities and other appropriate labor markets.
- Assess the City’s employee benefits relative to peer organizations.
- Provide recommendations for adjustments to ensure internal equity and external competitiveness.

- Develop implementation strategies, including estimated costs and phased options if appropriate.

SCOPE OF SERVICES

The selected consultant will be expected to:

1. Meet with HR staff and department heads to confirm goals and gather information.
2. Review all job descriptions and recommend updates.
3. Collect and analyze market data from comparable public employers in Florida.
4. Evaluate the City's pay ranges, benefits, and classification system.
5. Provide recommendations for updated pay structures, classifications, and benefits adjustments.
6. Prepare final written report with findings, recommendations, and implementation strategies.
7. Present findings to the City's leadership team and provide supporting documentation.

Deliverables To Be Provided:

- Updated job descriptions.
- Recommended pay plan and classification structure.
- Benefits comparison summary.
- Implementation options with estimated budget impacts.
- Final written report and presentation.

Timeline for Completion of Project:

City anticipates a three (3) to six (6) month period to complete this project. City prefers this project to be completed by end of May 2026.

3) COMPENSATION

1. The City of Mount Dora agrees to pay the successful Proposer for the performance of the services listed herein in an amount not to exceed based on the total as shown in the "Proposal Pricing Form" included herein as Exhibit "A". The successful Proposer will bill the City monthly, for work completed in the preceding month, for the duration of the Agreement. No travel expenses will be reimbursed.
2. Invoices received from the successful Proposer, pursuant to an Agreement, will be reviewed and approved by the City, indicating services have been rendered in conformity with the Agreement. Invoices will be paid in accordance with the State of Florida Prompt Payment Act.

4) SUBCONTRACTORS

The successful bidder shall not employ subcontractors without the advance written permission of the City. Use of a Sub-consultant(s) may NOT exceed 50% of the total contract amount.

5) CITY'S RIGHT TO INSPECT

The City or its authorized Agent shall have the right to inspect the Contractor's files to determine status of work on this project.

6) TERMS AND CONDITIONS OF CONTRACT

An Agreement resulting from this RFP shall be subject to the terms and conditions set forth in a City Agreement and any terms and conditions included in this RFP. The City reserves the right to include in any Agreement document such terms and conditions, as it deems necessary for the proper protection of the rights of the City. The City will not be obligated to sign any contracts, agreements or other documents provided by the Contractor with their submittal.

Agreement Term: The Agreement term will be for the duration of project completion and final written acceptance, by the City, is provided to the Consultant. Maximum timeframe is six (6) months. The City may consider an extension of time for completion of the project with prior written approval from the City.

Agreement Renewal Periods: Renewals periods do not apply under this RFP.

7) GENERAL TERMS AND CONDITIONS

A) **Licenses**

The Contractor is required to possess the correct occupational license, professional license, and any other authorizations necessary to carry out and perform the work required by the project(s) pursuant to all applicable Federal, State and Local Law, Statutes, Ordinances, and rules and regulations of any kind.

If required and/or requested, copies of the required licenses must be submitted with the bid response indicating that the entity proposing, as well as the team assigned to the City account, are properly licensed to perform the activities or work included in the contract documents. A Contractor, with an office within the City is also required to have a business tax receipt. If you have questions regarding required professional licenses and Business Tax Receipt, contact the Finance Department at (352) 735-7120.

B) **Principals/Collusion**

By submission of this Proposals, the undersigned, as Proposer, does declare that the only person or persons interested in this Bid as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Bid or in the contract to be entered into; this Bid is made without connection with any person, company or parties making a Bid, and that it is in all respects fair and in good faith without collusion or fraud.

C) **Taxes**

The City is exempt from Federal Excise and State of Florida Sales Tax.

D) **Relation of City**

It is the intent of the parties hereto that the Contractor shall be legally considered an independent contractor, and that neither the Contractor nor their employees shall, under any circumstances, be

considered employees or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said Contractor, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

E) Term Contracts – Fund Availability

If funds are not appropriated for continuance of a term contract to completion, cancellation will be accepted by this Contractor on thirty (30) days prior written notice.

F) Termination

Should the Contractor be found to have failed to perform his services in a manner satisfactory to the City, the City may terminate this Agreement immediately for cause; further the City may terminate this Agreement for convenience with a thirty (30) day written notice. The City shall be sole judge of non-performance.

G) Liability

The Contractor will not be held responsible for failure to complete contract due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, Acts of Nature and similar occurrences making performance impossible or illegal.

H) Indemnity

The successful proposer shall indemnify and hold the City harmless from any and all liabilities, damages, losses and costs, recognizing any applicable limitations under Florida law, with such indemnification and hold harmless requirements included in the final Agreement executed between the City and said successful proposer.

I) Assignment

The Contractor(s) shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

J) Lobbying/Cone of Silence

All firms are hereby placed on **NOTICE** that the City does not wish to be lobbied, either individually or collectively about a matter for which a firm has submitted a Proposal.

Firms and their agents are not to contact members of the City Council for such purposes as meeting, introduction, discussions, luncheons, dinners, etc. During the process, **from Proposal advertisement to final Council approval**, no contractor, firm or their agent shall contact any other employee of the City, Mayor or City Council member in reference to this RFP, with the exception of the Finance Director or his designee(s). Failure to abide by this provision will serve as grounds for disqualification for award of a contract to the Consultant

K) Single Proposal

Each Proposer must submit, with their bid, the required signed contract/agreement and all forms included in this **RFP**. Only **one** bid from a legal entity as a primary will be considered. A legal

entity that submits a bid as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-CONSULTANT to any other firm submitting under the same **RFP**.

If a legal entity is not submitting as a primary, or, that legal entity may not act as a sub-CONSULTANT to any other firm or firms submitting under the same **RFP** nor act as part of a partnership or joint venture to the primary. All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

L) Protest Procedures

Any appeal or protest to the Request for Proposal shall be governed by the City of Mount Dora's Purchasing Policy.

M) Public Entity Crime

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, bid, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, bid, 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, bids, 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 for a period of 36 months following the date of being placed on the convicted vendor list.

N) Conflict of Interest

Proposer shall complete the Conflict of Interest Affidavit included as an attachment to this **RFP** document. Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a firm from consideration.

These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

O) Responsible Vendor Determination

Prospective Vendor is hereby notified that Florida Statutes, Section 287.05701, requires that the City may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the responding party is a responsible Vendor.

P) Prohibition of Gifts to City Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with City staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the City for a specified period of time, including but not limited to: submitting bids, **RFP**,

and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

Q) Immigration Reform and Control Act

Proposer acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

R) Scrutinized Company List – State of Florida Requirement

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 on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 F.S., for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

The list of “Scrutinized Companies” is created pursuant to Section 215.473, Florida Statutes. A copy of the current list of “Scrutinized Companies” can be found at the following link:

<https://www.sbafla.com/reporting/>

The company representative authorized to sign, on the required form found below, on behalf of the bidder, CERTIFIES that the company identified as the Respondent is not listed on either the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is not on the Scrutinized Companies or Other Entities that Boycott Israel List or participating in a boycott of Israel; and does not have any business operations with Cuba or Syria. Authorized representative understands that pursuant to Sections 287.135 and 215.473, Florida Statutes, the submission of a false certification may subject the Respondent Company to civil penalties, attorney’s fees, and/or costs.

S) Billing Instructions – Awarded Professional Consultants

Invoices, unless otherwise indicated, must show Work Order or Purchase Order numbers and shall be submitted in to the City of Mount Dora, Accounts Payable at 510 North Baker Street, Mount Dora, FL 32757. Specific format of the invoice shall be determined between the City and the Contactor prior to the first invoice being submitted. Payment shall be made in accordance with the Florida Prompt Payment Act, as amended from time to time.

8) INSTRUCTIONS FOR BID

A) Compliance with the RFP

Proposals must be in strict compliance with this **RFP**. Failure to comply with all provisions of the **RFP** may result in disqualification of Proposals.

B) Acknowledgment of Insurance Requirements

By signing the Insurance Requirements included in this **RFP**, Proposer acknowledges these conditions include Insurance Requirements.

It should be noted by the Proposer that, in order to meet the City's requirements, there may be additional insurance costs to the Proposer's firm. It is, therefore, imperative that the proposer discuss these requirements with the Proposer's insurance agent, as noted on the Insurance Check List, so that allowances for any additional costs can be made by the Proposer.

The Proposer's obligation under this provision shall not be limited in any way by the agreed upon contract price, or the Proposer's limit of, or lack of, sufficient insurance protection.

Proposer also understands that the evidence of required insurance may be required within five (5) business days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Proposer's bid.

The specific insurance requirements for this solicitation are included as part of this solicitation.

C) Acknowledgment of Bonding Requirements

By signing its bid, and if applicable, Proposer acknowledges that it has read and understands the bonding requirements for this bid. Requirements for this solicitation are checked.

☒ Not Applicable at this time.

☐ Bid Bond: Shall be submitted with bid response in the form of certified funds, cashiers' check, or an irrevocable letter of credit, a cash bond posted with the City Clerk, or bid bond in a sum equal to 5% of the cost bid. All checks shall be made payable to the City of Mount Dora on a licensed bank or trust company authorized to do business in the State of Florida and insured by the Federal Deposit Insurance Corporation.

The Bid Bond shall be retained by the City as liquidated damages if the successful Proposer fails to execute and deliver to the City the unaltered contract, or fails to deliver any required Performance and Payment Bonds or Certificates of Insurance, all within twenty-one (21) calendar days after receipt of the Notice of Selection for Award. Bid Bonds shall be executed by a corporate surety licensed under the laws of the State of Florida to execute such bonds, with conditions that the surety will, upon demand, forthwith make payment to the City upon said bond. The Bid Bonds of the three (3) highest ranked Proposers shall be held until the contract has been executed by the successful Proposer and same has been delivered to the City together with the required bonds and insurance, after which all three (3) Bid Bonds shall be released to the respective Bidders. All other Bid Bonds shall be released within fourteen (14) calendar days of

the Selection Committee meeting date. No bids including alternates shall be withdrawn within one hundred and eighty (180) days after the bid closing date thereof. If a bid is not accepted within said time period it shall be deemed rejected and the Bid Bond shall be released to the Proposer. In the event that the City awards the contract prior to the expiration of the one hundred and eighty (180) day period without selecting any or all alternates, the City shall retain the right to subsequently award to the successful Proposer said alternates at a later time and approved by the Finance Director or designee, and the successful Proposer.

☐ Performance and Payment Bonds: For projects estimated to be in excess of \$200,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

Should the contract amount be less than \$500,000, the requirements of Section 287.0935, F.S. shall govern the rating and classification of the surety.

All performance security provided under the subsequent contract shall be in force throughout the final completion and acceptance of the individual event project.

If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the Owner's approval.

D) Delivery of Proposals

All RFP responses are to be delivered **before 2:00 p.m., local time**, on or before December 01, 2025, via electronic submission at www.demandstar.com only.

The City shall not bear the responsibility for proposals submitted past the stated date and/or time indicated.

E) Evaluation of Bids (Procedure)

The City's procedure for selecting is as follows:

1. An **Evaluation Committee (EC)** of at least three (3), but always an odd number, will be selected to review all responsive Proposals submitted in accordance with Statutes.
2. Subsequent to the closing of Proposals, the Purchasing Coordinator shall provide initial review of the Proposals received and verify whether each Proposal appears to be responsive to the requirements of the published **RFP**.
3. All EC members shall review the issued Request for Proposals (**RFP**).

4. The EC members shall review each responsive Proposal individually and score each Proposal based on the evaluation criteria stated herein.
5. Prior to the first meeting of the evaluation committee, if not included in the solicitation document, the City will post a notice announcing the date, time and place of the first EC meeting. Said notice shall be posted in the lobby of the City Hall, on www.demandstar.com and on the City's website not less than three (3) working days prior to the meeting. The City shall also post prior notice of all subsequent committee meetings and shall post such notices at least one (1) day in advance of all subsequent meetings.
6. The EC members shall review each responsive Proposal individually and score each Proposal based on the evaluation criteria state herein.
7. Prior to the first meeting of the evaluation committee, the City will post a notice announcing the date, time and place of the first committee meeting. Said notice shall be posted in the lobby of the City Hall not less than three (3) working days prior to the meeting. The City shall also post prior notice of all subsequent committee meetings and shall post such notices at least one (1) day in advance of all subsequent meetings.
8. The EC will compile individual rankings, based on the evaluation criteria as stated herein, for each Proposal to determine committee recommendations. The EC may schedule presentations or demonstrations from the top-ranked firm(s), and may at their discretion make site visits, and obtain guidance from third party subject matter experts. The final recommendation for shortlist, or award if deemed so by the EC, will be decided based on review of scores and consensus of committee.

In general, the City wishes to avoid the expense to the City and to proposers of unnecessary oral interviews. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the evaluator(s) will request the Purchasing Coordinator to schedule the top ranked firm(s) for oral presentations/interviews.

The City reserves the right to withdraw this **RFP** at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Receipt of a Proposal by the City or a submission of a Proposal to the City offers no rights upon the Proposer nor obligates the City in any manner.

Acceptance of the Proposal does not guarantee issuance of any other governmental approval.

F) Ambiguity, Conflict, or Other Errors in the RFP

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the **RFP**, Proposer shall immediately notify the Purchasing Coordinator, noted herein, of such error in writing and request modification or clarification of the document. The Purchasing Coordinator will make modifications by issuing a written addendum/revision and will give written notice to all parties who have received this **RFP** from the Finance Department.

The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the **RFP** prior to submitting the Proposal or it shall be waived.

G) Proposals, Presentation, and Protest Costs

The City will not be liable in any way for any costs incurred by any proposer in the preparation of its Proposal in response to this **RFP**, nor for the presentation of its Proposal and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

H) Acceptance or Rejection of Proposals

The right is reserved by the City to waive any minor irregularities in any Proposal, to reject any or all Proposals, to re-solicit for Proposals, if desired, and upon recommendation and justification by the City to accept the Proposal which in the judgment of the City is deemed the most advantageous for the public and the City.

Any Proposal which is incomplete, conditional, obscured or which contains irregularities of any kind, may be cause for rejection. In the event of default of the successful proposer, or their refusal to enter into the City contract, the City reserves the right to accept the Proposal of any other proposer or to re-advertise using revised documentation, at its sole discretion.

I) Requests for Clarification of Proposals

Requests by the Purchasing Coordinator to a proposer(s) for clarification of Proposals(s) shall be in writing. Proposer's failure to respond to request for clarification may deem proposer to be non-responsive, and may be just cause to reject its Proposal.

J) Validity of Proposals

No Proposal can be withdrawn after it is filed unless the Proposer makes their request in writing to the City prior to the time set for the closing of Proposals.

All Proposals shall be valid for a period of one hundred eighty (180) days from the date of submission to accommodate evaluation and selection process.

K) Response Format

The Proposal shall be deemed an offer to provide services to the City. In submitting a Proposal, the Proposer declares that he/she understands and agrees to abide by all specifications, provisions, terms and conditions of same, and all ordinances and policies of the City. The Proposer agrees that if the contract is awarded to him/her, he/she will perform the work in accordance with the provisions, terms and conditions of the contract. To facilitate the fair evaluation and comparison of Proposals, all Proposals must conform to the guidelines set forth in this RFP.

Any portions of the Proposal that do not comply with these guidelines must be so noted and explained and submitted with the Proposal. However, any Proposal that contains such variances may be considered non-responsive.

Proposals should be prepared simply and economically, providing a straightforward concise description of the Proposer's approach and ability to meet the City's needs, as stated in the RFP.

The items listed below shall be submitted with each Proposal and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs/tab sheets. Failure by a proposer to include all listed items may result in the rejection of its Proposal.

Tab 1 – Letter of Interest and Executive/Management Summary

Present in brief, concise terms, a summary level description of the contents of the RFP and of your firm and its capabilities. This summary must be signed by an authorized officer of the firm. Provide a brief history of the firm, including number of years in business, organizational structure and identify the personnel to be assigned to this project.

At a minimum the following information will be included:

1. Business Structure
2. Number of Years Firm is in Business
3. Proof of Insurance
4. Total Number of Staff-Management: __ Office __ Field

Provide a list of current litigations, outstanding judgments and liens, if any, against the firm or personnel to be assigned to this project or that may have been filed in the last five (5) years.

Tab II – Methodology and Approach

Provide in detail your firms approach and methodology as it relates to the requested services. Include your proposed timeline for this project.

Tab III –Qualifications/Experience of Firm and Key Personnel to be Assigned

To be considered by the City, proposer must meet the minimum qualifications stated below:

1. Experience in providing recent and similar services, to include timeliness of performance; and municipal government references.
2. Provide a brief resume of key personnel including, but not limited to:
 1. Name and title
 2. Job assignment(s) for this project
 3. How many years with this firm
 4. How many years with other firms
 5. Experience: (1) Types/Scope of **past** projects, (2) Size of **past** projects (total dollar value), (3) What was the project involvement?
 6. Education and Current Certifications
 7. Active registration(s) if any
 8. Other experience and qualifications that are relevant to this project.

Tab IV – Past Performance

Include a description of the firm's **past** experience in providing salary surveys and/or compensation plan reviews to municipalities, focusing on municipalities in Florida. Provide samples of **past** reports or information material provided to said clients during performance of work.

Tab V - Required Forms/Exceptions/Additional Information

City's Required Forms (See Section 9 of this document)

- Proper and Valid Licensing to conduct business in the State of Florida.
- Certificate of Insurance (proof of current coverage). All attachments/forms required by the RFP shall be fully completed and executed by an authorized representative that can legally bind the Respondent.
- List of proposer exceptions to the Scope of Services.

Respondent shall submit all information and in the above order. Failure to do so may impact the proposal's score or result in disqualification from further consideration.

L) Proposals Evaluation Committee and Evaluation Factors

All Proposals will be subject to a review and evaluation process. It is the intent of the City that all proposers responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible Proposals received in its evaluation and award process. For evaluation purposes, the term "Responsible" means: A business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required and be able to fully document the ability to provide good faith performance.

Proposals shall include all of the information solicited in this RFP, and any additional data that the Proposer deems pertinent to the understanding and evaluating of the Proposal. Proposers will provide their best price and cost analysis and 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. Each proposer will be ranked based on the criteria herein addressed.

Proposers submitting the required criteria will have their Proposal evaluated by an evaluation committee and scored for the non-price factors to include technical response, proposal and experience. Weights for cost will not be assigned by the evaluation committee. Some exceptions may apply depending on the complexity of the project scope of services.

During the evaluation process and at the sole discretion of the City, requests for clarification of one or more proposer submittals may be conducted. This request for clarification may be performed by the City in a written format, or through scheduled oral interviews. Such clarification request will provide proposers with an opportunity to answer any questions the City may have on a proposer's submittal.

Proposers submitting the required criteria will have their Proposal(s) evaluated by Evaluation Committee Members and scored to include the following criteria:

Submissions will be evaluated on a total score basis, with a maximum score of five hundred (500) possible. The following criteria will be used in the evaluation process to determine the successful respondent(s):

Evaluation Criteria	Maximum Criteria Points Assigned	Assigned Weight	Maximum Score Possible
Letter of Interest/Executive Management Summary; Methodology and Approach (Tabs I & II)	40	5	200
Qualifications/Experience of Firm & Key Personnel Assigned (Tab III)	30	5	150
Past Performance (Tab IV)	20	5	100
Required Forms; Exceptions to Scope; Additional Information (Tab V)	10	5	50
Totals	100		500

Calculation of points for cost (Proposal Pricing Form- “Total Amount”) will be completed, by the City’s Purchasing Coordinator as follows and added to the Evaluation Committee members’ total scoring for each proposer. The calculation of points for cost is described in the following **EXAMPLE**. Lowest Cost Proposed with a weighted multiplier of 85% of an available 100% total value (85-points).

	PROPOSAL COST	LOWEST COST PROPOSED	% OF LOW	MULTIPLIER	TOTAL POINTS ASSIGNED
Company #1	\$100,000.00	\$100,000.00	100.0%	85	85.0
Company #2	\$108,000.00	\$100,000.00	92.6%	85	78.7
Company #3	\$120,000.00	\$100,000.00	83.3%	85	70.8

Note: Evaluation Committee scoring plus Purchasing Coordinator’s calculation of points for cost will be totaled together to determine a final total score for each proposer and to determine shortlist ranking.

Formal Oral Presentation/Interview Scoring (if requested by the City):

If requested by the Evaluation Committee, a second Evaluation Committee will be scheduled, advertised, and coordinated with the shortlisted vendors by Purchasing. This meeting will provide each of the shortlisted vendor 15 minutes to present information, with focus on the items listed below in the “Weighted Evaluation Criteria for Final Ranking”, and followed by a 30 minute random question and answer period. The Consultant presentation is to be supported by a hard copy hand-out without reliance on a computer power point show unless otherwise

directed in writing. Each of the shortlisted consultants may have no more than three (3) people participating in this meeting.

The City reserves the right, as part of a City requested oral presentation/interview session, to ask participating proposers any questions deemed relevant by the Evaluation Committee Members. The initial focus, however, will be on the following:

1. Quality of the Interview:
 - a) Interview was clear and concise;
 - b) Questions were appropriately answered by Proposer.

If Presentations/Interview sessions are requested for shortlisted firms the following scoring process will apply: A maximum of four (4) points can be assigned to each firms' session. The points assigned will be multiplied by a weight of 2.5 to equal a maximum of 10 possible points for a final scoring.

After shortlisted Consultants have completed Presentation/Q&A sessions, the Evaluation Committee members will complete the Presentation/Q&A scoring forms with Purchasing totaling the forms. Scoring for this phase will NOT be combined with the previous phase. The score of each Evaluation Committee member will be tallied individually for each Consultant. Each Evaluation Committee members score will then be converted to a ranking number for each consultant with 1 being the highest ranked, 2 the second, and do on. A final ranking of the shortlisted consultants will be announced based on final ranking.

The Presentation/Interview final scoring will determine a final ranking of shortlisted firms. This final ranking will be used for award purposes.

Drug-Free Workplace:

In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more Proposals which are equal with respect to quality and service are received by the City for the procurement of commodities or contractual services, a Proposals received from a business that furnishes a form certifying that it is a Drug Free Workplace shall be given preference in the award process. NOTE: In the event, the submitter wishes to provide items specified above and beyond the stated requirements of this request at "no cost" to the City of Mount Dora, these services should be identified and included in the request response.

Tie Breaker:

If there are tie bids, meaning everything except the information relating to the Proposer is the same, the following methods shall be used in the order below to break the tie:

- Drug free workplace policy in place.
- If one has or had a contract with the City and performance is or was satisfactory. If performance of a tie Proposer who has or had a contract with the City and performance is or was not satisfactory, the other tie-Proposer is awarded.
- Time of proposal delivery may be used as a final tie-breaker if the above does not result in an award.

9) **REQUIRED FORMS - (ALL MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL)**

Required Forms:

1. Proposers Checklist Form
2. Proposers Qualification Form
3. F.S.S. Section 287.138 Certification Form
4. Affidavit of Compliance with Florida Statutes, Section 288.0071
5. Vendor Certification Regarding Scrutinized Companies' List
6. Human Trafficking Affidavit Form
7. Conflict of Interest Affidavit
8. Declaration Statement Form
9. Insurance Requirements Form
10. Drug Free Workplace Certification Form
11. Non-Collusion Affidavit of Prime Bidder Form
12. Acknowledgements Form
13. Compliance with Public Records Law Form
14. Reference Form
15. Public Entity Crimes Statement Form
16. Firm Information Form
17. Sub-Contractor Listing Form
18. Completed W9
19. Proposal Pricing Form
20. Addenda (if applicable)

PROPOSER CHECK LIST

IMPORTANT: Please read carefully, sign in the spaces indicated and return with your Proposals.

Proposer should check off each of the following items as the necessary action is completed:

- ☐ All required and applicable forms have been signed and included
- ☐ All information as requested in the Proposer's Proposal Form is included.
- ☐ Any addenda have been signed and included.
- ☐ The Proposals must be submitted via www.demandstar.com no later than the specified due date and time. (Otherwise Proposals cannot be considered.)

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

PROPOSERS QUALIFICATION FORM

Have you, at any time, failed to complete a contract? ☐ Yes ☐ No

CONTRACT TOTALS:

State total contract amount for work performed on all completed **Classification and Compensation Study** related projects in the past five (5) years, whether as an individual firm or as part of a joint venture.

\$ _____ **Total Contract Amounts for work done on all past related projects.**

REFERENCES:

Bank(s) Maintaining Account(s): _____

Surety/Underwriter: (if required) _____

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

☐ Corporation/Years in Business: _____. If firm is a corporation, please list state in which it is incorporated: _____. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.

☐ Partnership/Years in Business: _____

☐ Sole Proprietorship/Years in Business: _____

☐ Other: Please list: _____

Form Continues on Next Page

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the Proposals of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of Proposals without prejudice.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

Remainder of Page Intentionally Left Blank

**FLORIDA STATUTES, SECTION 287.138
CERTIFICATION**

I, _____ (person) _____, as the _____ (title) _____ of _____ (entity) _____, do hereby certify that _____ (entity) _____: (i) is not owned by the government of a foreign country of concern as defined by Florida Statutes, Section 287.138; (ii) does not have the government of a foreign country of concern, as defined by Florida Statutes, Section 287.138, as a controlling interest owner; (iii) is not organized under the laws of a foreign country of concern, as defined by Florida Statutes, Section 287.138; and (iv) does not have its principal place of business in a foreign country of concern as defined by Florida Statutes, Section 287.138.

Print: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization of _____, who personally swore or affirmed that he/she is authorized to execute this Oath and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2025.

(stamp)

NOTARY PUBLIC, State of Florida

Remainder of Page Intentionally Left Blank

**AFFIDAVIT OF COMPLIANCE WITH SECTION 288.0071, FLORIDA STATUTES,
ECONOMIC INCENTIVES TO FOREIGN ENTITIES OF CONCERN**

Before me, a notary public, in and for the State of Florida – at large, personally appeared, _____, and having first made due oath or affirmation, states:

(Write Name Here)

1. My name is _____.

(Write Name Here)

2. I am the _____ of _____.

(Insert Job Title)

(Insert Company Name)

3. The Company was formed in _____ and is a _____.

(Country and State)

(List the Type of Entity (ex.: LLC, Inc., etc.))

4. I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit.

5. I affirm that the Company is not:

- a. Owned or controlled by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively and individually, a Foreign Country of Concern), including any agency of or any other entity of significant control of such Foreign Country of Concern. Where 'controlled by' means *having possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise; or a person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or that is entitled to 25 percent or more of its profits is presumed to control the foreign entity; or*
- b. A partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a Foreign Country of Concern, or a subsidiary of such entity.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Signed and Delivered on this _____ day of _____, 202__.

BY: _____

Signature of Affiant

Printed Name

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced as identification, and who did/did not take an oath this day of _____, 2025.

(stamp)

NOTARY PUBLIC

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES' LISTS

Respondent Vendor Name: _____

Name of Company: _____

FEIN: _____

Authorized Representative's Name and Title:

Address: _____

Phone Number: _____ Email Address: _____

Sections 287.135 and 215.473, Florida Statutes, prohibit Florida municipalities from contracting with companies, for goods or services equal to or over \$1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or to engage in any Business operations with Cuba or Syria. Sections 287.135 and 215.4725 also prohibit Florida municipalities from contracting with companies or other entities, for goods or services equal to or over \$100,000.00 that are on the list of Scrutinized Companies or Other Entities that Boycott Israel or are engaged in a boycott of Israel.

The list of "Scrutinized Companies" is created pursuant to Section 215.473, Florida Statutes. A copy of the current list of "Scrutinized Companies" can be found at the following link:

<https://www.sbafla.com/reporting/>

As the person authorized to sign on behalf of the Respondent Vendor, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or the Scrutinized Companies or Other Entities that Boycott Israel and is not participating in a boycott of Israel; and does not have any business operations with Cuba or Syria. I understand that pursuant to Sections 287.135 and 215.473, Florida Statutes, the submission of a false certification may subject the Respondent Vendor to civil penalties, attorney's fees, and/or costs.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the company referenced above are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) for any contract for goods or services of one hundred thousand dollars (\$100,000.00) or more, it has been placed on the Scrutinized Companies or Other Entities that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars (\$1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Form Continues on Next Page

Certified By: _____

Authorized Signature (Name and Title): _____

Print Name: _____

Print Title: _____

Signature Bidder/Proposer understands and agrees that the City may immediately terminate any contract resulting from this solicitation upon written notice if the company referenced above are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) for any contract for goods or services of one hundred thousand dollars (\$100,000.00) or more, it has been placed on the Scrutinized Companies or Other Entities that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars (\$1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria. Lists are created pursuant to section 215.473, Florida Statutes.

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HUMAN TRAFFICKING AFFIDAVIT

In compliance with §787.06, Florida Statutes, this Affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the City of Mount Dora (the “Governmental Entity”).

The undersigned, on behalf of the entity listed below (the “Nongovernmental Entity”), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of _____, a nongovernmental entity, and I am authorized to provide this affidavit on behalf of the Nongovernmental Entity.
3. Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in §787.06, Florida Statutes, as may be amended from time to time.
4. If at any time in the future the Nongovernmental Entity does use coercion for labor or services, the Nongovernmental Entity will immediately notify the Governmental Entity and no contracts may be executed, renewed, or extended between the parties.
5. I have read the foregoing Affidavit and confirm that the facts stated in it are true and are made for the benefit of and reliance by the Governmental Entity.

Authorized Signature

Company

Printed Name

Title

STATE OF FLORIDA

CITY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization of _____, as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Nongovernmental Entity, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this ____ day of _____, 2025.

(stamp)

NOTARY PUBLIC

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2025.

(stamp)

NOTARY PUBLIC

DECLARATION STATEMENT

City of Mount Dora
510 North Baker Street
Mount Dora, FL 32757

RE: RFP NO. 26-GS-006 “CLASSIFICATION AND COMPENSATION STUDY”

Dear Mayor and Council Members:

The undersigned as Proposer, or on behalf of Proposer, declares that this Response is submitted without any other understanding, agreement or connection with any person, corporation, or firm submitting a Response for the same purpose and that the Response is in all respects fair and without collusion or fraud.

The undersigned as Proposer, or on behalf of Proposer, further declares that this Response is in compliance in every respect with all the Instructions to Proposers issued prior to the opening of the Responses.

The undersigned as Proposer, or on behalf of Proposer, if selected, agrees to commence negotiations in good faith and execute an appropriate City document for the purpose of establishing a formal contractual relationship with the City for the performance of all requirements to which the Response pertains as set forth in **RFP #26-GS-006 “CLASSIFICATION AND COMPENSATION STUDY.”**

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this ____ day of _____, 20__ in the City of _____, in the State of _____.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

INSURANCE REQUIREMENTS

INSURANCE TYPE

REQUIRED LIMITS

-
- | | |
|--|---|
| ☒ 1. Worker's Compensation | Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements. |
| ☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements. | <u>Bodily Injury & Property Damage</u>

<u>\$1,000,000</u> single limit per occurrence |
| ☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Firm shall indemnify and hold harmless the City of Mount Dora, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Firm or anyone employed or utilized by the Contractor/Vendor/Firm in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. | |
- This section does not pertain to any incident arising from the sole negligence of the City of Mount Dora.
- | | |
|--|---|
| ☒ 4. Automobile Liability | <u>\$ 500,000</u> Each Occurrence
Owned/Non-owned/Hired
Automobile Included |
| ☒ 5. Other Insurance as indicated below:
Errors and Omissions or Professional
Malpractice Coverage | \$ 1,000,000 Per Occurrence |
| ☐ 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability. | |
| ☒ 7. Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Contractor shall provide City with certificates of insurance meeting the required insurance provisions. | |
| ☒ 8. The City of Mount Dora must be named as " ADDITIONAL INSURED " on the Insurance Certificate for Commercial General Liability where required. | |

INSURANCE REQUIREMENTS
(Continued)

- ☒ 9. The City of Mount Dora shall be named as the Certificate Holder. NOTE--The "Certificate Holder" should read as follows:

City of Mount Dora
Mount Dora, Florida

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

- ☒ 10. **Thirty (30) Days Cancellation Notice** required.

- ☒ 11. The Certificate must state **RFP #26-GS-006 “CLASSIFICATION AND COMPENSATION STUDY.”**

=====

PROPOSER’S AND INSURANCE AGENT’S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of **RFP**.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

Insurance Agency

Signature of Proposer’s Agent

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (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 under bid 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 bid, the employee will abide 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 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.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?

☐

YES

☐

NO

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

I am the _____ of _____, (Proposer) which has submitted a Response to City of Mount Dora RFP #26-GS-006.

I am fully informed respecting the preparation and contents of the Response to RFP #26-GS-006, and of all pertinent circumstances respecting such Response.

Neither the Proposer nor any of its officers, partners, owners, agent representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm or person, to fix the price or prices in the Proposer's Response to RFP #26-GS-006, or that of any other proposer, or to fix any overhead, profit or cost element of the Response price or the price of any other proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF MOUNT DORA.

The price or prices quoted in the Proposer's Response to RFP #26-GS-006 are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2025.

(stamp)

NOTARY PUBLIC

ACKNOWLEDGEMENTS

RFP #26-GS-006 **“CLASSIFICATION AND COMPENSATION STUDY”**

To: City of Mount Dora
510 N. Baker Street
Mount Dora, FL 32757

_____(Proposer) guarantees its Response to RFP #26-GS-006 for a period not to exceed one hundred twenty (180) days from the date its Response was submitted to the City of Mount Dora unless an extension is granted by the Proposer.

The Contractor, by signing these **RFP** Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this **RFP** Document.

Dated this _____ day of _____,
(Month) (Year)

INDIVIDUAL, LIMITED LIABILITY COMPANY,
PARTNERSHIP, OR OTHER FORM OF ENTITY WHICH IS NOT A CORPORATION

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: (____) _____ Fax: (____) _____

Taxpayer/Employer Identification Number (TIN/EIN): _____

CORPORATION

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: (____) _____ Fax: (____) _____

Taxpayer/Employer Identification Number (TIN/EIN): _____

State of Incorporation: _____

Corporate President: _____
(Print Name)

Corporate Secretary: _____
(Print Name)

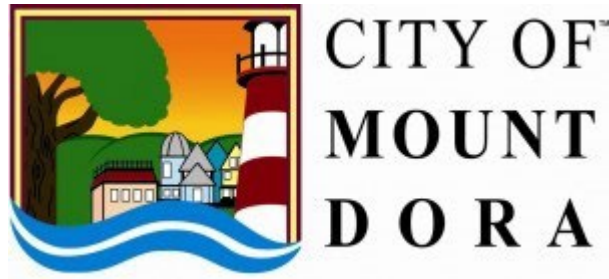
Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL

Attest By: _____
Secretary

Signature: _____ Date: _____

Remainder of Page Intentionally Left Blank



COMPLIANCE WITH THE PUBLIC RECORDS LAW

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to the CITY.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the CITY in a separate envelope marked accordingly.

By submitting a response to this solicitation, the company agrees to defend the CITY in the event we are forced to litigate the public records status of the company's documents.

Company Name: _____

Authorized representative (printed): _____

Authorized representative (signature): _____

Project Number: **RFP #26-GS-006**

Date: _____

REFERENCES FORM

Provide the business names, contact persons and telephone numbers of three (3) references, for past clients, illustrating a minimum of five (5) years' relevant service, with focus on Florida municipalities, that are the same or similar to the magnitude of this RFP. Include relationships with governmental agencies with focus on Florida agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: _____
Address: _____
Point of Contact: _____
Phone #: _____ Email address: _____
Service(s) Provided: _____

Dates of Service: _____
2. Name of Company: _____
Address: _____
Point of Contact: _____
Phone #: _____ Email address: _____
Service(s) Provided: _____

Dates of Service: _____
3. Name of Company: _____
Address: _____
Point of Contact: _____
Phone #: _____ Email address: _____
Service(s) Provided: _____

Dates of Service: _____

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (A), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED to the City of Mount Dora by: _____ [NAME] as the _____ [TITLE] of _____ [BUSINESS ENTITY] and its Federal Employer Identification Number (FEIN) is _____.
2. I understand that a “public entity crime” as defined in Florida Statutes, Section 287.133 (1)(g), means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Florida Statutes, Section 287.133(1)(b), means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Florida Statutes, Section 287.133(1)(a), means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Florida Statutes, Section 287.133(1)(e), means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. The statement which I have marked below is true in relation to the entity submitting this sworn

statement. (Indicate which statement applies).

_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY OF MOUNT DORA IS FOR THE CITY OF MOUNT DORA ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE CITY OF MOUNT DORA PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN FLORIDA STATUTES, SECTION 287.017, FOR CATEGORY TWO, OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

**STATE OF FLORIDA
COUNTY OF _____**

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2025.

(stamp)

NOTARY PUBLIC

FIRM INFORMATION

FIRM is a:

- () Corporation
() Partnership
() Sole Proprietorship
() Other _____ (Explain)

Federal Employer Identification Number: _____

Firm Name: _____

Mailing Address: _____

Telephone No.: _____ Fax No.: _____

Email Address: _____ Web Address: _____

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Remittance Address: _____

Submitted by: _____

Name & Title Printed: _____

SUB-CONSULTANT LISTING

Phone Number/E-Mail:

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

**Request for Taxpayer
Identification Number and Certification**

► Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give Form to the
requester. Do not
send to the IRS.**

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-					
OR									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign
Here**

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (Interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What Is Backup Withholding, later.

EXHIBIT “A”

PROPOSAL PRICE FORM

Contractor shall be paid on the basis of each Task identified, performed and accepted by the City. RATES PROVIDED MUST BE FULLY LOADED AND ALL INCLUSIVE (including but not limited to labor, materials, benefits, burden, overhead, profit, insurances, taxes, and transportation, including fuel, maintenance, supporting office staff, office overhead and all other burdens.) The City will not pay travel time. **NOTE: The “TOTAL” below will be used for cost scoring.**

Description	Total
Classification & Compensation Study	\$

I/we, the undersigned, as authorized signatory to commit the firm/consultant, do hereby accept in total all the terms and conditions stipulated and referenced in this RFP document and do hereby agree that if a contract is offered it will abide by the terms and conditions presented in the RFP document and agreement pursuant thereto. The undersigned, having familiarized him/herself with the terms of the RFP documents hereby proposes and agrees to perform within the time stipulated, all work required in accordance with the Scope of Services and other documents including RFP Addenda, Project Documents, and Task Authorizations, if any, on file at the City of Mount Dora Purchasing Division and/or City Financial System, for the price(s) as set forth herein in the Price Proposal Form. The signature(s) below are an acknowledgment of my/our full understanding and acceptance of all the terms and conditions set forth in this RFP document or as otherwise agreed to between the parties in writing.

Proposer/Consultant Firm Name: _____

Contact Name: _____

Mailing
Address: _____

Telephone No. _____ FEIN: _____

Email Address: _____

Authorized Signature

Printed Name

Title

Date

PLEASE COMPLETE AND SUBMIT THIS FORM WITH YOUR RFP RESPONSE

EXHIBIT “B”

POSITION GRADE AND RANGE MATRIX FY 2025-2026

POSITION GRADE AND RANGE MATRIX FY 2025-2026

POSITION	*	GRADES	HOURLY/ANNUAL RANGE			
			MIN	MID	MAX	
		100	H	15.00	18.19	21.37
			A	31,200.00	37,824.80	44,449.60
Library Assistant I (PT)	G					
Lifeguard	G					
Recreation Aide I	G					
School Crossing Guard	G					
Urban Forestry Specialist (PT)	G					
		101	H	16.71	22.14	27.56
			A	34,756.80	46,040.80	57,324.80
Customer Service Rep. I	G					
Electric Intern	G					
Facility Care Specialist	G					
Library Assistant I (FT)	G					
Parks Specialist (FT)	G					
Recreation Leader	G					
Sports Official	G					
Warehouse Clerk I	G					
		102	H	17.44	22.77	28.09
			A	36,275.20	47,351.20	58,427.20
Animal Control Officer	G					
Athletic Field Specialist	G					
Customer Service Rep. II	G					
Facility Care Specialist II	G					
Library Assistant II	G					
Operator Trainee - WTP	G					
Parks Specialist - Cemetery	G					
Parks Specialist - Irrigation	G					
Parks Specialist-Playground Inspector	G					
Police Records Clerk	G					
Property/Evidence Clerk (PT)	G					
Sanitation Maintenance Worker	G					
Stormwater Maintenance Worker	G					
Street Maintenance Worker	G					
Utility Maintenance Worker	G					
		103	H	18.65	23.64	28.62
			A	38,792.00	49,160.80	59,529.60
Accounting Specialist	G					
Administrative Assistant	G					
Administrative Secretary	G					
Building Maintenance and Facility Care - Skilled Trades Worker	G					
Crime Analyst	G					
Customer Service Rep. III	G					
Fire Hydrant Technician	G					
Fitness Instructor	G					
IT Help Desk Assistant	G					
Meter Reader	G					
Permit Technician	G					
Sign Technician	G					
Skilled Trades Worker	G					
Skilled Trades Worker - Pressure Washing (PT)	G					
Swim Coach	G					
Warehouse Clerk II	G					
		104	H	19.94	24.75	29.55

Continues on Next Page

Division Chief of Community Risk Reduction	E					
Division Chief of Training and Standards	E					
Parks and Recreation Deputy Director	E					
Police Captain	E					
Senior Projects Manager	E					
Utilities Manager	E					
Utility Treatment Plants Manager	E					
		117	H	43.55	54.05	64.54
			A	90,584.00	112,413.60	134,243.20
City Engineer	E					
Deputy Electric Utility Director	E					
Deputy Fire Chief	E					
Deputy Police Chief	E					
		118	H	50.09	64.04	77.98
				104,187.20	133,192.80	162,198.40
Building Official/Fire Marshall	E					
Community Development Director	E					
Director of Economic Development and Public Information	E					
Electric Utility Director	E					
Finance Director	E					
Fire Chief	E					
Human Resources Director	E					
IT Director	E					
Library Director	E					
Parks and Recreation Director	E					
Police Chief	E					
Public Works Director	E					
Stormwater Utility Director	E					
Utilities & Plant Operations Director	E					
* G = General Employees						
* N = Non-union Hourly						
* E = Non-union Exempt						

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Date: December 11, 2026

To: All Submitting Vendors

Re: **INTENT TO AWARD: RFP # 26-GS-006 – Classification and Compensation Study**

This letter serves as notification that the Evaluation Committee will present a final ranking of firms; and a recommendation to City Council to approve the final ranking and staff entering into negotiations with the top ranked firm under this RFQ.

On November 3, 2025, RFP #26-GS-006 was issued and resulted in thirteen (13) timely proposals being received by the opening date of December 1, 2025 at 2:00 p.m. The Evaluation Committee met on December 8, 2025 to discuss and score all nine proposals as received under this RFQ. The discussion was detailed and the scoring was consistent. Based on the Committee scores the proposals were ranked from highest to lowest. The Evaluation Committee scores resulted in a tie for the third place ranking. The Evaluation Committee elected to hold individual Presentation/Question & Answer sessions with four firms, to include the top two firms and both firms tied for third place rank.

The scoring and ranking resulted in a final ranking as follows:

#1 –Archer Company; #2 – Evergreen Solutions, LLC; #3 –MGT Impact Solutions. LLC;
#4 – Cody & Associates; #5 – Autosolve. Inc; #6 Baker Tilly; #7 – AJG;
#8 Precision Consulting Firm, LLC; #9 – Management Advisory Solutions, LLC;
#10 - ProspectHE, LLC; #11 – EulaBlue; #12 – Octagon Staffing; #13 – Bolton Partners, Inc

The Evaluation Committee will recommend approval of the final ranking as established above to the City Council and recommend entering into negotiations with the top ranked firm for a pre-construction agreement. If negotiations are unsuccessful with the #1 ranked firm the City will cease negotiations with that firm and begin negotiations with the #2 ranked firm. This process will continue until a successful negotiation is reached. For additional information reference the final scoring and ranking as attached.

If you have any questions regarding the procurement procedures, please contact me via fax at 352.735.7176, or via e-mail at finance-purchasing@cityofmounddora.com.

We appreciate your interest in doing business with The City of Mount Dora and we look forward to working with you on future projects.

Regards,

Whitney M. Donovan
Purchasing Coordinator

EVALUATION MASTER WORKSHEET
RFP# 26-GS-006
FINAL SCORING & RANKING
Classification and Compensation Study

TOTALS	Alan Cline	Matthew Dodson	Misty Sommer	Calculation of Cost Points	FINAL TOTALS	RANKING
<i>AJG</i>	300.00	420.00	455.00	44.55	1219.55	7.00
<i>Archer Company</i>	400.00	455.00	490.00	45.83	1390.83	1.00
<i>Autosolve, Inc</i>	425.00	380.00	385.00	30.16	1220.16	5.00
<i>Baker Tilly</i>	360.00	450.00	360.00	49.73	1219.73	6.00
<i>Bolton Partners, Inc</i>	225.00	265.00	330.00	29.51	849.51	13.00
<i>Cody & Associates, Inc</i>	350.00	490.00	375.00	33.00	1248.00	4.00
<i>EulaBlue</i>	275.00	415.00	280.00	28.09	998.09	11.00
<i>Evergreen Solutions, LLC</i>	450.00	460.00	425.00	37.91	1372.91	2.00
<i>Management Advisory Solutions, LLC</i>	250.00	450.00	425.00	36.27	1161.27	9.00
<i>MGT Impact Solutions, LLC</i>	385.00	490.00	415.00	24.80	1314.80	3.00
<i>Octagon Staffing</i>	310.00	380.00	165.00	35.66	890.66	12.00
<i>Precision Consulting Firm. LLC</i>	325.00	430.00	420.00	38.96	1213.96	8.00
<i>ProsperHE, LLC</i>	375.00	375.00	250.00	85.00	1085.00	10.00

Whitney Donovan- Purchasing Coordinator