

Resolution No. 2010- 22

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF AN AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA AND ST. JOHNS COUNTY VISITORS AND CONVENTION BUREAU, INC. FOR THE GENERAL PURPOSE OF PROVIDING PROFESSIONAL ADVERTISING, MARKETINGS AND PROMOTIONAL SERVICES AIMED AT ATTRACTING TOURISTS AND CONVENTION ACTIVITY TO ALL, AND ANY PART, OF THE GEOGRAPHIC AREA WITHIN THE JURISDICTION OF THE COUNTY FOR A THREE-YEAR PERIOD, WHICH INCLUDES THE REMAINDER OF FISCAL YEAR 2010 AND THROUGH FISCAL YEAR 2013, WITH AN OPTION TO RENEW ANNUALLY, AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE TO EXECUTE THE AGREEMENT, ON BEHALF OF THE COUNTY.

WHEREAS, St. Johns County, Florida (County) desires to enter into an Agreement with St. Johns County Visitors and Convention Bureau, Inc. (VCB), for the general purpose of providing professional advertising, marketing and promotional services aimed at attracting tourists and convention activity to all, and any part, of the geographic area within the jurisdiction of the County (“Area”);

WHEREAS, the VCB represents and warrants that it has the necessary staff and experience to provide professional advertising, marketing and promotional services, and the VCB has agreed to perform such services;

WHEREAS, the County has determined that the provision of such advertising, marketing and promotional services by the VCB is a proper public purpose and is in the best interests of the residents of the Area.

WHEREAS, the Tourist Development council has recommended that the County and the Bureau enter into an Agreement for a three-year term with the option to renew annually.

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the Agreement (attached hereto, and incorporated herein); and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above Recitals are hereby incorporated into the body of this Resolution, and are adopted as Findings of Fact.

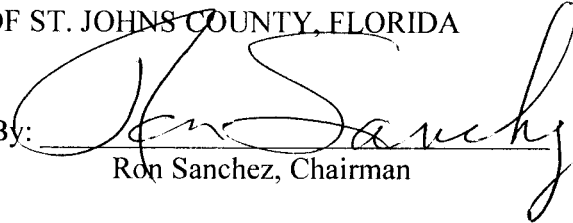
Section 2. The Board of County Commissioners hereby approves the term, provisions, conditions, and requirements of this Agreement between St. Johns County, Florida, and St. Johns County Visitors and Convention Bureau, Inc., and authorizing the County Administrator, or designee, to execute the Agreement, on behalf of the County.

Section 3. To the extent that there are typographical and/or administrative errors and/or omissions that do not change the tone, tenor, or concept, of this Resolution, then this Resolution may be revised

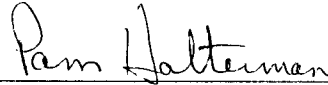
without subsequent approval of the Board of County Commissioners.

PASSED AND ADOPTED BY THE Board of County Commissioners of St. Johns County, Florida,
this 2nd day of February 2010.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: 
Ron Sanchez, Chairman

Attest: Cheryl Strickland, Clerk

By: 
Deputy Clerk



RENDITION DATE 2/4/10

THIS AGREEMENT ("Agreement"), is entered into by and between the government of **St. Johns County, Florida**, a political subdivision of the State of Florida ("**County**"), by and through its Board of County Commissioners, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, and **St. Johns County Visitors and Convention Bureau, Inc. ("VCB")**, a not-for-profit corporation organized and existing under the laws of the State of Florida ("**VCB**"), whose address is 29 Old Mission Avenue, St. Augustine, Florida 32084.

RECITALS

WHEREAS, the **County** desires to enter into an agreement with the **VCB** for the general purpose of providing professional advertising, marketing and promotional services aimed at attracting tourists and convention activity to all and any part of the geographic area within the jurisdiction of the **County** ("**Area**");

WHEREAS, the **VCB** represents and warrants that it has the necessary staff and experience to provide professional advertising, marketing and promotional services, and the **VCB** has agreed to perform such services under the terms and conditions provided in this **Agreement**; and

WHEREAS, the **County** has determined that the provision of such advertising, marketing and promotional services by the **VCB** is a proper public purpose and is in the best interests of the residents of the **Area**.

AGREEMENT

In consideration of the premises and mutual covenants herein contained, the **County** and the **VCB** agree as follows:

Article 1. Incorporation of Recitals.

The above Recitals are incorporated into the body of this **Agreement**, and the Recitals are adopted as Findings of Fact.

Article 2. Appointment.

The **County** hereby appoints the **VCB**, and the **VCB** hereby accepts such appointment, to provide all Services under this Agreement in accordance with industry standards of professional practice and in accordance with any laws, regulations or other requirements of any governmental agencies that have jurisdiction over the Services (as hereinafter defined).

Article 3. Scope of Services.

The **VCB** shall use all reasonable efforts to perform the services, and deliver the reports and other items, specified in the Scope of Services, Attachment A, attached hereto and incorporated herein (collectively, the "**Services**").

Article 4. Compensation.

It is expressly noted that the **County** will compensate and reimburse the **VCB** from only those tax revenue sources that are legally available and appropriated for this purpose in the official **County** budget at the time payment is due to the **VCB**. For the duration of this **Agreement**, the maximum amount available as compensation and reimbursable expenses to the **VCB** shall be the amount that is officially appropriated by the **County's** Board of County Commissioners under Category 1 of the Tourist Development Tax imposed by the **County**. The **VCB** shall not be entitled to such amount of compensation and reimbursable expenses as a matter of right, except to the extent that the **VCB's** compensation and reimbursable expenses are based on the **VCB's** satisfactory provision and performance of the Services.

Article 5. Billing/Invoicing Schedule and Payment.

To the extent that the **VCB** is not in material violation of this Agreement and this **Agreement** has not been terminated, the **VCB** may bill the **County** in accordance with the Category 1 Financial Guidelines for the St. Johns County Visitors and Convention Bureau, Attachment B hereto, which hereby is incorporated herein.

Unless otherwise notified, bills and invoices shall be delivered to:

**Executive Director – Tourist Development Council
500 San Sebastian View
St. Augustine, Florida 32084**

Upon receipt and verification of the **VCB's** bill or invoice, the **County** shall process the bill or invoice, and forward payment thereof to the **VCB** within thirty (30) days following the **County's** verification. Verification shall take no longer than fifteen (15) additional days.

Notwithstanding any other language concerning the amendment of this **Agreement**, the **County** may reasonably modify this procedure at any time, upon thirty (30) days advance notice, in order to accommodate the budgetary concerns or procedures of the **County**.

Article 6. Purchasing Procedures.

In the conduct of its rights and responsibilities hereunder, **VCB** shall abide by and follow all of the purchasing procedures that are set forth in Attachment C hereto, which hereby is incorporated herein.

Article 7. Insurance.

The **VCB**, its consultants and sub-consultants shall, at their sole expense, procure and maintain, for the duration of this **Agreement** (including any extension of this **Agreement**), insurance coverage of the types and in the minimum amounts set forth below:

- A. Workers' Compensation—Employer Liability coverage shall provide minimum limits of \$100,000 for each accident; \$500,000 disease policy limit; and \$100,000 each employee disease limit.
- B. Commercial General Liability coverage shall provide minimum limits of \$1,000,000 per occurrence; \$2,000,000 aggregate for bodily injury and property damage. This shall include coverage for:
 - 1. Premises/operations
 - 2. Products/complete operations
 - 3. Contractual liability
 - 4. Independent Contractors
- C. Business Auto Liability coverage shall provide minimum limits of \$1,000,000 per occurrence; and \$2,000,000 aggregate for bodily injury and property damage. This shall include coverage for:
 - 1. Owned autos
 - 2. Hired autos
 - 3. Non-owed autos
- D. Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

In the event of unusual circumstances, the **County** may adjust the insurance requirements set forth above. Prior to the execution of this **Agreement**, the **VCB** shall provide to the County a certificate of insurance, naming the **County** as an additional insured on the commercial general liability, business auto liability and umbrella or excess liability policies. Failure to maintain any or all required insurance shall result in the automatic termination of this **Agreement**, without the necessity of providing any further written notification of termination.

Article 8. Access to Public Records.

Access to, disclosure, non-disclosure, or exemption of records, data, documents, or materials associated with this **Agreement**, shall be subject to applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State or Federal law. Access to such records may not be blocked, thwarted or hindered by placing the records in the possession of a third party, or an unaffiliated party.

Article 9. Review of VCB Records.

As a condition of entering into this **Agreement**, and to ensure compliance, especially as it relates to any applicable law, rule, regulation, or policy, the **VCB** authorizes the **County** to examine, review, inspect, or audit the books and records of the **VCB** in order to determine whether compliance has been achieved with respect to the terms, conditions, provisions, rights,

and responsibilities set forth in this **Agreement**. The **VCB** shall be under no duty to provide access to any documentation that is not related to this **Agreement** or that is otherwise protected by applicable local, State or Federal law.

Article 10. Discrimination.

The **VCB** shall conform to the following Equal Employment Opportunity Statement: **No person shall, on the grounds of race, creed, color, handicap, national origin, sex, age, political affiliation or beliefs be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole, or in part, with funds made available by the County.**

Article 11. Compliance with Local, State, and Federal Rules, Regulations, and Laws.

Each of the **County** and the **VCB** shall abide by, and comply with, all local, State and Federal laws, rules, regulations, orders, and policies by which that party is legally bound and governed.

Article 12. Indemnification.

To the extent permitted by law, the **VCB** shall indemnify and hold harmless the **County**, its officials, agents, servants and employees from and against any and all claims and liabilities that may arise from any negligent act or omission on the part of the **VCB**, or its agents or representatives, in connection with its performance of, or its failure to perform, the Services.

Article 13. Ownership of Documents and Equipment.

Upon completion of the Services, all drawings, designs, specifications, renderings, notebooks, tracings, photographs, negatives, reports, findings, recommendations, furnishings, software, source codes, data and memoranda of every description, arising out of or relating to the Services, as well as all reference books, equipment, expendable equipment and materials purchased with project funds, shall become the property of the **County**. The use of these materials by the **County** in any manner shall not support any claim by the **VCB** for additional compensation. The **VCB** shall have no liability to the **County** for damages, claims or losses, including defense costs, arising out of any use by the **County**, without the prior written authorization of the **VCB**, of any of the aforementioned items for any purpose other than as set forth in this Agreement.

Article 14. Survival.

It is expressly noted that the following provisions of this **Agreement**, to the extent necessary, shall survive any expiration, suspension, termination, cancellation, revocation, or non-renewal of this **Agreement**, and therefore, they shall be both applicable and enforceable beyond any expiration, suspension, termination, cancellation, revocation or non-renewal of this **Agreement**: **a) Article 5 (Billing/Invoicing Schedule and Payment); b) Article 7 (Access to Records); c) Article 8 (Review of Records); d) Article 10 (Compliance with Local, State, and**

Federal Rules, Regulations, and Laws); e) Article 11 (Indemnification); f) Article 19 (Assignment of Agreement); g) Article 23 (Disputes); and h) Article 28 (Notices).

Article 15. Periodic Evaluation.

Quarterly, the St. Johns County Tourist Development Council, an agency of the County (“TDC”) shall evaluate the VCB’s performance under this **Agreement**, specifically as it relates to the Services, and the other terms, provisions, conditions, requirements, and obligations set forth in this **Agreement**. The periodic performance evaluation shall determine the degree and level of compliance by the VCB with the Services and other aspects of this **Agreement**. The periodic performance evaluation also may examine the VCB’s degree of effectiveness, as compared to local, state and national trends, with respect to number of room nights, occupancy rates, visitor spending, unique visitors to the official web site of the VCB and revenue from the Tourist Development Tax that is imposed and collected by the County. If, after any periodic performance evaluation, the TDC, determines that there is any substandard, incomplete, or unacceptable performance on the part of the VCB, or that the VCB has violated one or more provisions of this **Agreement**, the TDC shall make a recommendation to the County that prompt, written notice be provided to the VCB pursuant to Article 21 hereof.

Article 16. Duration of Agreement.

The duration of this **Agreement** shall run from _____, 20____, through and until 11:59 pm, on September 30, 2013.

Article 17. Renewal of Agreement.

Provided that this **Agreement** has not been terminated by either party in accordance with the terms hereof, this **Agreement** shall renew automatically for successive terms of one (1) year running from October 1st through September 30th, on the same terms and conditions as are contained in this Agreement.

Article 18. Termination of Agreement Without Cause.

This **Agreement** may be terminated by either party without cause by providing at least sixty (60) days advance written notice to the other party. Consistent with other provisions of this **Agreement**, the VCB shall be compensated for any and all Services and reimbursed for any expenses that were both authorized under this **Agreement** and performed or accrued prior to the effective date of the termination of this **Agreement**.

Article 19. Assignment of Agreement.

In light of the scope and rationale for this **Agreement**, neither the County nor the VCB, without the prior express written approval of the other party, may assign, transfer, or sell any of the rights noted in this **Agreement**. Should either the County or the VCB assign, transfer, or sell any of the rights noted in this **Agreement**, without such prior express written approval of the

other party, such action shall result in the automatic termination of this **Agreement** without further notice or action required.

Article 20. Amendment of Agreement.

Both parties acknowledge that this **Agreement** constitutes the complete agreement between them. Both the **County** and the **VCB** mutually agree that any amendments to this **Agreement** shall be in writing and shall be executed by duly authorized representatives of both the **County** and the **VCB**.

Article 21. Default.

Events of Default shall include any of the following:

- a) Material failure by either party to comply with one, or more terms, provisions, conditions, requirements, or obligations set forth in this **Agreement**;
- b) Substandard performance in one or more evaluative areas, as noted in a Periodic Evaluation conducted pursuant to Article 14;
- c) Assignment of this **Agreement** by either party without the prior written approval of the other party;
- d) Failure by the **County** to pay, for a period exceeding one hundred twenty (120) days, any amounts due and owing for authorized Services performed by the **VCB**;
- e) Failure by the **County** to budget for the Services or expenses noted in this **Agreement**;
- f) An exhaustion of funds for the Services or expenses provided for in this **Agreement**, without approval of a subsequent increase in the amount of funds budgeted for the Services or the expenses provided for in this **Agreement**; and
- g) A subsequent revision/change/amendment to State law that would prohibit the **County** and the **VCB** from entering into, or continuing, this **Agreement**;
- h) **Force Majeure**. Neither party shall be held in non-compliance with the terms, conditions, provisions, or requirements of this **Agreement**, nor suffer any enforcement or penalty relating thereto (including termination, cancellation, or revocation of this **Agreement**) if such non-compliance or alleged default occurred or was caused by a strike, riot, war, earthquake, flood, tsunami, severe rainstorm, hurricane, or other act of nature, or other event that is reasonably beyond either party's ability to anticipate or control.

Article 22. Notice of Default and Right to Cure.

Should either party default (fail to perform) under the terms of this Agreement, the non-defaulting party shall provide written notice to the defaulting party, which notice shall include a timeframe of no fewer than fifteen calendar (15) days in which to cure the default. In the event the defaulting party fails to cure the default within the timeframe provided in the original notice of default (or any such other amount of time mutually agreed to by the parties in writing), the non-defaulting party may exercise any or all of its administrative or legal remedies.

For any alleged breach or violation of this **Agreement** that may give rise to either an administrative or judicial action, or both, against the **County**, the **VCB** must provide written or electronic notice to the **County** within thirty (30) days following the occurrence of the alleged breach or violation. It is acknowledged that this paragraph provides a means of notice that is different than that which is provided in the preceding paragraph.

Article 23. Remedies Upon Default.

Upon the occurrence of an Event of Default or of any other breach or violation of this **Agreement**, the other party, after giving notice and allowing the defaulting party the opportunity to cure as provided Article 21 hereof, may at any time during the continuance of any default,

- a.) terminate this **Agreement** for cause; and
- b.) utilize any and all other remedies now or hereafter existing under the common law or statutory law of the State of Florida.

All remedies granted hereunder shall be cumulative and not exclusive.

Article 24. Disputes.

In the event a dispute should arise relating to either party's performance under this **Agreement**, the parties agree to use good faith efforts to resolve the dispute without resort to judicial or quasi-judicial authorities. In the event such good faith efforts fail to resolve the dispute, either party may seek relief or redress in the courts. Each party irrevocably submits itself to the personal jurisdiction of the courts of the State of Florida, St. Johns County, and the personal jurisdiction of the United States District Court for the Middle District of Florida, Jacksonville Division, for the purpose of any suit, action or other proceedings arising out of or in connection with this **Agreement** or its subject matter. Each party agrees that it will bring any such proceeding only in one of such courts.

Article 25. VCB's Status as Independent Contractor.

The **VCB** shall be, and shall act as, an independent contractor of the **County**, and the employees of the **VCB** shall not be considered to be employees of the **County**.

Article 26. Headings.

All Articles and descriptive headings of Articles noted in this **Agreement** are inserted for the convenience of the parties only, and shall not affect or control the interpretation of this **Agreement**.

Article 27. Severability.

If any word, phrase, sentence, part, Article, or other portion of this **Agreement**, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this **Agreement**, and all applications thereof, not having been declared void, unconstitutional, or invalid shall remain in full force, and effect.

Article 28. Waiver.

The failure of either the **County** or the **VCB** to object, or to take affirmative action with respect to, any conduct of the party that is in breach or violation of the terms, conditions, provisions, or obligations of this **Agreement**, shall not be construed as a waiver of the violation or breach, or waiver of any future violation, breach, wrongful conduct, or omission.

Article 29. Notice.

Any notice to the **County** that is permitted or required hereby shall be delivered either by hand (receipt of delivery required) or by certified mail to:

County Administrator
500 San Sebastian View
St. Augustine, Florida 32084

With a copy to:

Executive Director—Tourist Development Council
500 San Sebastian View
St. Augustine, Florida 32084

Any notice to the **VCB** that is permitted or required hereby shall be delivered either by hand (receipt of delivery required) or by certified mail to:

Executive Director--St. Johns Visitors and Convention Bureau, Inc.
29 Old Mission Avenue
St. Augustine, Florida 32084

All other correspondence, not constituting official notice hereunder, may be delivered, disseminated, or submitted by any means acceptable to both parties, specifically including, faxing, e-mailing, or text messaging.

Article 30. Authority to Execute.

Each of the parties hereto covenants to the other party that it has lawful authority to enter into this **Agreement** and has authorized the execution of this **Agreement** by the party's authorized representative.

IN WITNESS WHEREOF, the parties have hereto executed this **Agreement** on the date and year below written.

**St. Johns County, Florida
by and through its Board of
County Commissioners**

By: _____
Chair

Date: _____

ATTEST: Cheryl Strickland, Clerk

By: _____
Deputy Clerk

**St. Johns County Visitors and
Convention Bureau, Inc.**

By: _____
Executive Director

Date: _____

WITNESS:

Date: _____

WITNESS:

Date: _____

Attachment A

SCOPE OF SERVICES

The **VCB** shall use all reasonable efforts to:

- (1) Recommend to the St. Johns County Tourist Development Council (“TDC”) methods aimed at:
 - a. promoting and advertising the convention facilities that are presently available in the Area (including available public accommodations);
 - b. attracting conventions, exhibitions, trade shows, expositions, events, and similar functions to the Area;
 - c. advertising and promoting throughout the state, the nation, and the world the present tourist oriented facilities and attractions within the Area;
 - d. identifying potential or underdeveloped tourist attractions in the Area; and
 - e. planning for the expansion of tourism and tourist-oriented facilities.

Approval of any or all of such recommendations shall be at the sole discretion of the **TDC**.

- (2) Provide, or cause to be provided, all Services that are approved by the TDC and that are necessary or appropriate to attract tourist and convention activity on state, regional, national, and international levels;
- (3) Market tourist-oriented facilities in the Area;
- (4) Promote convention activities in the Area; and
- (5) Facilitate visits by interested professionals and industrial groups, organizations and associations to evaluate the convention facilities in the Area;
- (6) Attend TDC meetings—such attendance shall be by the **VCB** Executive Director or his or her designee.
- (7) No later than July 1 of each year in which this **Agreement** is in effect, present to the TDC an annual comprehensive marketing plan based upon historical experience and information evidenced in nationwide industry trends, such as downturns in tourism in other parts of the state or country that translate into tourism opportunities within the Area. The comprehensive marketing plan shall include a set of specific actions to increase the number of room nights spent in the Area. The marketing plan shall use as a benchmark data for the previous year and shall evaluate each year’s success relative to the overall number of room nights, occupancy rates, visitor spending, unique visitors to the official web site of the **VCB** and revenue from the Tourist Development Tax that is imposed and collected by the **County**. Such success shall be related to specific, purposeful activities by the **VCB** relative to national, state and local trends. The

comprehensive marketing plan shall also include a budget of anticipated annual disbursement of funds.

Date: XXXX
To: Glenn Hastings, Executive Director
Tourist Development Council

Invoice No. XXXX

Dept. 1144-	FYXX Budget	January Monthly Expenses		BALANCE
		Monthly Expense	YTD Expense	
51200 SALARIES				
52100 FICA				
52200 RETIREMENT				
52300 LIFE / HEALTH INSURANCE				
52400 WORKERS COMP				
53100 PROFESSIONAL FEES/RESEARCH				
53120 CONTRACTUAL SERVICES				
53150 CONSULTING SERVICES				
53702 VISITOR INFORMATION CENTERS				
53727 S.A. VISITOR INFORMATION CENTERS				
54000 TRAVEL & PER DIEM				
54010 TRADE SHOWS/CONVENTIONS				
54100 COMMUNICATIONS				
54102 INQUIRY SERVICES				
54110 POSTAGE				
54112 BROCHURE DISTRIBUTIONS				
54300 UTILITIES				
54400 LEASE/RENTAL EQUIPMENT				
54401 BUILDING RENT				
54500 INSURANCE				
54601 EQUIPMENT MAINTENANCE				
54804 PUBLIC RELATION SERVICES				
54805 IN HOUSE PUBLIC RELATIONS				
54806 SALES MISSION				
54900 ADVERTISING				
55100 OFFICE SUPPLIES				
55102 SOFTWARE				
55200 OPERATING SUPPLIES				
55401 TRAINING				
55405 DUES/MEMBERSHIP				
56401 OFFICE EQUIPMENT				
56403 COMPUTER EQUIPMENT				
59100 TRANSFER TO FUNDS (AMP)				
59920 PART I RESERVE				
59932 RESERVE (2013 Fund)				
TOTAL		\$-	\$-	

VCB Officer

Printed Name

Date

I, Glenn Hastings, the Executive Director of the St. Johns County Tourist Development Council ("TDC"), have reviewed the foregoing invoice. Under penalties of perjury, I certify that, to the best of my knowledge and belief, the above is a true and correct statement of monthly expenditures derived from intrastate business for the period indicated on the request and in accordance with the approved contract between St. Johns County and the Visitors and Convention Bureau

STATE _____

COUNTY OF _____

Glenn Hastings, TDC Executive Director

The foregoing instrument was acknowledged before me this _____ day of _____ by _____

Notary Public

Personally Known _____ or Produced Identification _____ Type of Identification Produced _____

Pay From: Acct. 1116-20101000 Vouchers Payable

ATTACHMENT B

VCB BUDGETING PROCEDURES AND PAYMENT PROCESSING

Budgeting Procedures, Prepaid Expenditures and Monthly Reimbursable Expense Statements

The Fiscal Year used by the County and the VCB is October 1st through the following September 30th.

- Any expenditures originating after October 1st will be counted in the respective fiscal year that started October 1st.
- Expenditures originating during a given fiscal year will be counted in that year as long as:
 - Receipts for items are received by the County no later than October 5th of the following fiscal year (this date may vary from year to year as established by the County.)
 - Receipts received after this date will be attributed to the new fiscal year without any adjustment to the Category I beginning fund balance for the then current fiscal year.

On or about March 1st each year, the County will provide the VCB with an estimated beginning balance and new revenue amounts for the next fiscal year for purposes of establishing the Category I budget.

- The VCB will provide to the County, estimated year-end expenditures for the current fiscal year no later than February 20th or the next business day following.

Budget Amendments

The VCB may amend the individual line budgets not more than twice in any fiscal year with the exception of any reserve lines beginning with the numbers 599. They require BCC approval to modify.

- The total amount budgeted in Category I can only be amended by the BCC.
- The VCB must notify the TDC of their intent to amend the budget ten business days in advance.
- The 1144-59400 Advertising line can not be reduced to less than twenty-five percent of the total net anticipated tax collection for the fiscal year.

The VCB will submit their line-item budget for the next fiscal year to the County by March 20th or the next business day using the budget line numbers and descriptions below.

- 1144- 51200 SALARIES**
- 52100 FICA**
- 52200 RETIREMENT**
- 52300 LIFE / HEALTH INSURANCE**
- 52400 WORKERS COMP**
- 53100 PROFESSIONAL FEES / RESEARCH**
- 53120 CONTRACTUAL SERVICES (Janitorial / IT Support / etc)**
- 53150 CONSULTING SERVICES**
- 53702 JIA VISITOR INFORMATION CENTER**
- 54000 TRAVEL & PER DIEM**
- 54010 TRADE SHOWS / CONVENTIONS (Registrations)**
- 54100 COMMUNICATIONS**
- 54102 INQUIRY SERVICES**
- 54110 POSTAGE**
- 54112 BROCHURE DISTRIBUTIONS**
- 54300 UTILITIES**
- 54400 LEASE/RENTAL EQUIPMENT**
- 54401 LEASE / RENTAL BUILDING (Office & Offsite Storage)**
- 54500 INSURANCE (Building/Equipment/Furnishings)(Not Liability or Board)**
- 54601 EQUIPMENT MAINTENANCE**
- 54804 PUBLIC RELATION SERVICES**
- 54805 IN HOUSE PUBLIC RELATIONS**
- 54806 SALES MISSIONS**
- 54900 ADVERTISING (Agency Fees, Media, Promotions)**
- 55100 OFFICE SUPPLIES**
- 55102 SOFTWARE**
- 55200 OPERATING SUPPLIES**
- 55401 TRAINING**
- 55405 DUES/MEMBERSHIP**
- 56401 OFFICE EQUIPMENT**
- 56403 COMPUTER EQUIPMENT**
- 59920 PART I RESERVE (Requires BCC Approval to Amend)**
- 59932 RESERVE (Special Project) (Requires BCC Approval to Amend)**

Reserve Funds

The County may at its discretion, require a budgeted reserve amount be established for emergency situation and / or special events. Amendments from these accounts will require pre-authorization by the County.

Prepaid Expenses & Monthly Expense Reimbursements

Near the start of each new fiscal year, the TDC Executive Director will transmit a request to the County's Finance Department Director for funds equaling one-sixth of the Category I budget less reserve funds, to be transferred to the VCB's bank account for pre-paid expenses.

Beginning with the first month of the new fiscal year (October) and continuing through the tenth month (July) of the fiscal year, the VCB will prepare and send to the TDC Executive Director no later than the 10th of the following month, an end-of-month Expense Reimbursement Statement (Exhibit A) showing, by budget line, the amount expended during the month, the budgeted amount for the line, and the year-to-date balance in the line. Once received, the TDC Executive Director will review the Statement, sign, and forward to the County Finance Department for payment to the VCB. The VCB will continue preparation of the Expense Reimbursement Statement for the final two months of the fiscal year; however, the County will not issue a check to the VCB for the reimbursement.

The Expense Reimbursement Statement will be signed by an officer of the VCB Board of Directors.

At the end of the fiscal year, the County will reconcile the total reimbursable expenditures with the amounts budgeted and the funds paid to the VCB. The County will determine the amount, if any, overpaid or underpaid to the VCB and at the County's sole discretion either request repayment from the VCB, adjust the amount initially paid (pre-paid expenses) to the VCB for the next fiscal year, or make a final year-end payment to the VCB.

Preparation / Approval of Invoices for Payment

The VCB will provide to the County a copy of all contracts/agreements they may have with vendors for which any TDC funds are expended.

Only expenses incurred in the process of marketing St. Johns County as a travel destination as defined in Exhibit "A" SCOPE will be considered reimbursable by the County. The expense of soliciting members or providing membership services to existing VCB partners, communications indented solely for the benefit of VCB members, non-marketing activities and administrative costs associated with promotion of the VCB as a membership organization will not be considered for reimbursement.

Invoices for reimbursable VCB expenses will be submitted to the TDC on a weekly basis for processing. A cover sheet with the vendor, price, and invoice date should accompany the invoices for tracking purposes. Invoices should be submitted within a week of receipt at the VCB offices. When received by the TDC:

- The invoices will have been date stamped indicating the date the invoice was received by the VCB.

- Signed by the VCB Chief Operating Officer indicating that they have been reviewed and approved for payment.
- The invoice should show the appropriate GL Code (1144-budget line) indicating where the expenditure was originally budgeted.
- Appropriate back-up documentation must accompany each invoice such as proof of publishing for print advertising, notarized affidavits for broadcast media, etc.
- Invoices will be reviewed by TDC staff for accuracy and completeness.
- The TDC staff will prepare checks from the VCB's account for review together with backup documentation of the expense, for signature by VCB officer(s). The checks (not the backup) will be returned to the VCB office for distribution to vendors.

Reimbursable Travel

The County will reimburse the VCB for travel expenses as authorized under Section 125.0104(9) of the Florida Statutes and applicable provisions of the Florida Administrative Code.

ATTACHMENT C

Visitors & Convention Bureau Agreement

Purchasing Procedures

All vendors must be offered equal specifications and opportunity to submit bids and/or quotations if they are to compete on equal terms.

Competitive Price Quotations & Bids

As outlined below, the VCB may solicit either oral or written quotations from the open market and shall make use of available current vendors' and suppliers' price lists whenever possible.

Purchases under \$1,000.00 are exempt from obtaining competitive quotations except as circumstances may require as determined by the VCB Executive Director

When requesting purchase quotations for items costing more than \$1,000 but less than \$5,000.00, three verbal quotations shall be sufficient, however, suppliers may be required to provide a written quote depending on the complexity of the requirement.

- Quotations for items costing between \$5,000.00 and \$19,999.00 must have a letter of quote prepared by the requester. Dollar limits shall be based upon the total order value, not on a line item basis. Under urgent conditions requiring immediate ordering action to fill VCB requirements, quotations may be solicited orally then followed up with a written request for quotation from the supplier. (In all cases the written requests will be initialed by the VCB Executive Director or a member of the VCB Board in his or her absence.)
- Quotations for items or services exceeding \$50,000 must have a letter of quote prepared by the requester and initialed by the VCB Executive Director and a officer of the VCB Board . Awarding a bid for purchases exceeding \$50,000 will require approval of the VCB Board of Directors. Quotes will specify terms and conditions as well as the total cost of the item(s) or service(s) including all applicable taxes and shipping/ delivery charges . (Electronically transmitted quotes or requests for quotes are considered “written” for this Exhibit.)
- In all the above situations, it is important that each supplier be provided with identical specifications. Failure to adhere to this requirement will cause inequitable results in quotations received from suppliers and cause suppliers to lose faith in the purchasing ethics of the VCB .
- If at least three quotations are not possible, the VCB will make a notation on the quote request stating reasons for inability to obtain sufficient quotes, such notation will be initialed by the VCB Executive Director and a member of the VCB Board . All suppliers stating no quote will be documented.
- The purchase of advertising media in all forms will be considered “sole source” based on the unique characteristics of a publication’s readers, broadcast’s or other medium’s audience or media reach, and will be exempt from these policies. Other exempt sole source purchases are those items, programs or services that are unique and have no comparable item, program or service in the marketplace.
- All requests for purchases or contracts, except as provided below, shall be advertised for sealed bids when the sum is in excess of the bid limit (\$75,000.00).

Sealed Bid Development

Formal sealed bid invitations (\$75,000.00 and up) will normally be conveyed to interested vendors by advertising the bid (Notice to Bidders) in a local newspaper or specialized publication by legal advertisement. Additionally, the advertisement will be posted electronically on the Web. Electronic advertising may be used alone or in conjunction with the legal notice.

Bid documents should not be made available to prospective bidders before the first publishing of the legal notice. (The posting electronically of the bid advertising (Notice to Bidders) constitutes a publishing).

Sealed Bid Advertisements

The VCB will be responsible for publishing a Request For Proposals or a Request For Qualifications in the case of professional services, submitting the legal advertisements inviting bids and requesting legal notice from the newspaper or a screen print of a web page for each date advertisement is published.

- A Legal Notice-Advertisement for Sealed Bids will be placed once each week for at least two weeks prior to the bid opening date, in a local newspaper of general paid circulation or electronically as noted in the previous section,
 - The advertisement will contain a general description of the equipment, supplies, or services to be procured, state where specifications may be obtained, time and date of bid opening and other information as needed in the bid requirements.
 - The VCB shall be responsible for documenting evidence of advertising in any format.

County Asset Property Item:

Equipment or other tangible personal property of a non-consumable nature purchased with public sector funds, the value of which is \$1,000.00 or more, and normal expected life of which is one year or more must carry a St. Johns County Property Tag and number and be available for inventory at anytime by the Clerk of The Court..

Amendments/Changes to Contracts or Agreements After Award

The VCB Executive Director may authorize changes/amendments for goods and/or services within the overall scope of the project of up to a cumulative amount of twenty percent (20%) or Fifty Thousand Dollars (\$50,000.00) above the original contract, whichever is higher. Any change with a dollar value exceeding \$50,000 or 20% will require approval by the VCB Board of Directors.

If the change is outside the scope of the original project or procurement and other vendors could reasonably be assumed to provide those additional services more efficiently than the current contract holder, a new invitation for bid must be issued unless bidding would cause a significant delay or other adverse impact on the project. To avoid unnecessary delay, the VCB may coordinate a change order with the existing contractor provided the existing contractor is qualified and available to perform on the new project, or is capable of securing the services of a qualified subcontractor.

Contract Requirements

The formal written agreement between a vendor or consultant and the VCB Board constitutes a contract for purchasing purposes. All contracts for goods or services for the VCB shall be solely between the VCB and the vendor. The successful bidder/proposer shall indemnify and hold St. Johns County harmless against all loss, damage, or expense for reason of injury to person or property arising out of the use of or activities on any said premises by the successful bidder/proposer, its agents, representatives, contractors, subcontractors, or employees.

Specifications Development

In considering and developing specifications, it must always be remembered that expenditures are derived from public sources therefore, the general policy of purchasing good standard grades of merchandise that will represent an optimum of quality, price and provide a satisfactory level of service will be considered.

- Bids and quotations should be based on concise but adequate specifications. Specifications should be composed of features and designs that will satisfy the requirements of the VCB and done in a manner most advantageous to the mission of bringing more visitors to St Johns County.
- Typically the use of or request for brand name products will not be acceptable. It will be the responsibility of the bidder to convince the specifier that a particular product is equal for the intended use of the item on a particular requirement or project.
- Avoid non-essential quality restrictions that add to cost and difficulty in procurement without adding to utility and value. Avoid specific requirements that will restrict competition.
- Once an invitation to bid (Notice to Bidders) has been advertised, no changes in the specifications can be made, unless an addendum is issued and all known bidders are notified.
- When possible, addendums will not be issued later than 7 days prior to bid opening. Any addendum should instruct the bidder to acknowledge receipt of addendum.
- Once a decision has been reached on the specifications, all bids being evaluated must be based upon these same specifications and no bidder has a right to substitute other specifications or provide alternate items for those contained in the bid.

Procedures Concerning Lobbying. Bidders, proposers, and those intending to qualify must abide by the following requirements: A lobbying blackout period begins upon issuance of the bid solicitation, request for proposal, request for qualifications, and continues until the VCB executes a contract.

Bidders or proposers who do not abide by these rules are subject to having their Bid or Proposal or Qualifications automatically rejected, without further recourse, and shall be subject to debarment for periods up to 12 months. "Blackout" for the purposes of this policy refers to a time period during which vendors, contractors, consultants, or their agents or representatives may not communicate or lobby in any manner with VCB Board members, or staff, other than the designated VCB staff member(s), or designated purchasing agent. , The blackout period begins once an invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications has been issued. Any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications.

Immaterial of minor deviations that will not alter a bidder's position with respect to receiving the award may be waived. These deviations may be clarified with the bidder or bidders if required to allow the VCB to understand the bid. Illustrative examples included:

- Failure to provide a certificate of affidavit with the bid.
- Failure to submit required proof of financial responsibility with the bid.
- Failure to submit requested brochures or catalogs with the bid.

An award will be made to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the bid documents. A cost analysis or a price analysis, as appropriate, shall be conducted by the VCB prior to the awarding of bids.

Bids may not be withdrawn for the time period as specified in the "Notice to Bidders" in the specifications.

Evaluation Team

An Evaluation Team will be established in accordance with this Section for contracts of services in excess of \$100,000. (There is no reasonable expectation that a physical purchase of goods will meet or exceed \$100,000.)

- The Evaluation Team will have as a minimum, three members. At least one officer of the VCB Board of Directors will serve on each Evaluation Team.
- The meeting of each Evaluation Team is a public meeting subject to Florida's Sunshine Law. Reasonable notice of the date, time, and place of the meeting must be given, and the meeting must be held in a place accessible to the public. Minutes of the meeting shall be taken and maintained in the procurement file. Committee members shall return the evaluation forms and other material considered in the evaluation for the procurement file.
- The Evaluation Team shall rank the proposers and conduct interviews of vendors submitting proposals in accordance with the specifications for the RFP/RFQ. Each direct contract that is anticipated to cost more than \$100,000.00 in the fiscal year as opposed to one made by a qualified contractor of the VCB, when the contract is made pursuant to an RFP or RFQ, shall require a ranking and interview of the top three proposers as determined by the Evaluation Team. Following the interviews, the Evaluation Team shall compile the final rankings of the top three proposers based upon the total scoring, which will at that time include a score for the interview. Presentations and interviews will comply with and are subject to the Sunshine Law, and are open meetings.
- The Evaluation Team leader will cause the tally sheets for each RFP and RFQ to be available in the offices of the VCB.
- An evaluation process will be used by the Team in assessing and ranking proposals for all competitive negotiations. Selection criteria and the corresponding point score or rating assigned to each, criterion, and any minimum score required for proposals to be considered acceptable, should be provided in the RFP/RFQ specifications if possible. Otherwise, a general weighting of the selection criteria will be included in the RFP/RFQ.
- The evaluation criteria will reflect generic or project-specific indicators. Proposal evaluation criteria and the evaluation scoring system will be used objectively and consistently in assessing each proposal received.
- No member of the Evaluation Team shall have contact with any bidder or proposer, or representative, in any capacity, of any bidder or proposer during the "blackout" period.

- Each member of the Evaluation Team will be provided a copy of each proposal received along with the corresponding RFP or RFQ specifications. The team members then assess and individually score/rate each proposal using the evaluation criteria or maximum point rating system established prior to the receipt of proposals.
- The VCB Chairman of the Board will sign an affidavit attesting to the procedure being followed.

ATTACHMENT C

Purchasing Procedures

All vendors must be offered equal specifications and opportunity to submit bids and/or quotations if they are to compete on equal terms. Each 'competitive solicitation' or 'solicitation' (as these terms are defined in this Manual and in Section 287.012(7) (Florida Statutes), shall be based on identical terms and specifications such that bidders and/or proposers are competing on equal terms.

Competitive Price Quotations & Bids

As outlined below, the VCB may solicit either oral or written quotations from the open market and shall make use of available current vendors' and suppliers' price lists whenever possible.

- Purchases under \$1,000.00 are exempt from obtaining competitive verbal quotations except as circumstances may require. When requesting quotations for items costing up to \$1,000.00, a verbal quotation shall be sufficient, however, a supplier may be required to provide a written quote depending on the complexity of the requirement.
- Quotations for items, etc. being requested that are estimated to cost over \$1,000.00 but not more than \$3,000.00, may be solicited orally. Dollar limits shall be based upon the total order value, not on a line item basis. However, a supplier may be requested to provide his quote on follow-up correspondence.
- Quotations for items in excess of \$3,000.00 and up to \$9,999.00 must have a letter of quote prepared by the requester. Dollar limits shall be based upon the total order value, not on a line item basis. Under urgent conditions requiring immediate ordering action to fill VCB requirements, quotations may be solicited orally then followed up with a written request for quotation from the supplier.
- Quotations for items in excess of \$10,000.00 must be prepared and issued by the Purchasing Department, unless specifically delegated to the requestor.
- In all the above situations, it is important that each supplier be provided with identical specifications. Failure to adhere to this requirement will cause inequitable results in quotations received from supplies and cause suppliers to lose faith in the purchasing ethics of the County.
- If at least three quotations are not possible, the VCB will make a notation on the requisition stating reasons for inability to obtain sufficient quotes. All suppliers stating no quote will be documented.
- The purchase of advertising media will be considered "sole source" based on the unique characteristics of a publication's readers, broadcast's audience or media reach, and will be exempt from these policies. Other exempt sole source purchases are only those items, programs or services that are unique and have no comparable item, program or service in the marketplace.
- All requests for purchases or contracts, except as provided below, shall be advertised for sealed bids when the sum is in excess of the bid limit (\$50,000.00).

Sealed Bid Development

Formal sealed bid invitations (\$50,000.00 and up) will normally be conveyed to interested vendors by advertising the bid (Notice to Bidders) in a local newspaper or specialized publication by legal advertisement. Additionally, the advertisement will be posted electronically on the Web. Electronic advertising may be used alone or in conjunction with the legal notice. Any other means available may be used by the Purchasing Department to insure the widest possible distribution of invitations to bid.

Bid documents should not be made available to prospective bidders before the first publishing of the legal notice. (The posting electronically of the bid advertising (Notice to Bidders) constitutes a publishing).

Sealed Bid Advertisements

The VCB will be responsible for publishing a Request For Proposals or a Request For Qualifications in the case of professional services, submitting the legal advertisements inviting bids and requesting legal notice from the newspaper for each date advertisement is published.

- A Legal Notice-Advertisement for Sealed Bids will be placed once each week for at least two weeks prior to the bid opening date, (the first advertising must be at least 14 working days prior to the bid opening date), in a local newspaper of general paid circulation, except for special advertising or bids that, whenever possible, is published at least five (5) days a week in the County announcing the bid invitation to insure all interested vendors the opportunity for submitting a bid.
 - The advertisement will contain a general description of the equipment, supplies, or services to be procured, state where bid forms and specifications may be obtained, time and date of bid opening and other information as needed in the bid requirements.
 - The newspaper advertisement shall include a general description of the equipment, supplies, or services to be procured, where bid document forms and specifications may be secured, the closing date for acceptance of bids or proposals, and the time and place for the receipt and opening of bids and any other data relevant to the bid requirements.
 - Formal sealed bids or Requests for Proposals or Requests for Qualifications may also be advertised electronically on the Web when posted for at least 14 calendar days before the date set for receipt of bids, proposals, or replies. The advertisement requirements are the same as above. Electronic advertising may be used alone or in conjunction with the written notice. The VCB shall be responsible for documenting evidence of advertising in any format.

County Asset Property Item:

Equipment or other tangible personal property of a non-consumable nature, the value of which is \$1,000.00 or more, and normal expected life of which is one year or more must carry a St. Johns

County Property Tag and number and be available for inventory at anytime by the Clerk of The Court..

Amendments/Changes to Contracts or Agreements After Award

The VCB may authorize changes/amendments for goods and/or services within the overall scope of the project of up to a cumulative amount of twenty percent (20%) or Fifty Thousand Dollars (\$50,000.00), whichever is higher.

If the change is outside the scope of the original project or procurement a new invitation for bid must be issued unless bidding would cause a significant delay or other adverse impact on the project. To avoid unnecessary delay, the County/TDC, may coordinate a change order with the existing contractor provided the existing contractor is qualified and available to perform on the new project, or is capable of securing the services of a qualified subcontractor.

Contract Requirements

The formal written agreement between a vendor or consultant and the VCB Board constitutes a contract for purchasing purposes. All contracts for goods or services for the VCB shall be solely between the VCB and the vendor. The successful bidder/proposer shall indemnify and hold St. Johns County harmless against all loss, damage, or expense for reason of injury to person or property arising out of the use of or activities on any said premises by the successful bidder/proposer, its' agents, representatives, contractors, subcontractors, or employees.

Specifications Development

In considering and developing specifications, it must always be remembered that expenditures are derived from public sources and are administered by public bodies which cannot be expected to provide for unwarranted high levels of quality. Therefore, the general policy of purchasing good standard grades of merchandise that will represent an optimum of quality, price and provide a satisfactory level of service will be considered.

- Bids and quotations should be based on concise but adequate specifications.
Specifications should be composed of features and designs that will satisfy the requirements of the department in getting the job done in a manner most advantageous to the County.
- When specifications are established by the VCB for equipment or material that must have those certain specifications, the words "or equal" will be used after the specification title. Typically the use of or request for brand name products will not be acceptable. It will be the responsibility of the bidder to convince the specifier that a particular product is equal for the intended use of the item on a particular requirement or project.
- Avoid non-essential quality restrictions that add to cost and difficulty in procurement without adding to utility and value. Avoid specific requirements that will restrict competition.

- Once an invitation to bid (Notice to Bidders) has been advertised, no changes in the specifications can be made, unless an addendum is issued and all known bidders are notified.
- Addendums will not be issued later than 7 days prior to bid opening. Any addendum should instruct the bidder to acknowledge receipt of addendum.
- Once a decision has been reached on the specifications, all bids being evaluated must be based upon these same specifications and no bidder has a right to substitute other specifications or provide alternate items for those contained in the bid.

Procedures Concerning Lobbying. Bidders, proposers, and those intending to qualify must abide by the following requirements: A lobbying blackout period begins upon issuance of the bid solicitation, request for proposal, request for qualifications, and continues until the VCB executes a contract.

Bidders or proposers who do not abide by these rules are subject to having their Bid or Proposal or Qualifications automatically rejected, without further recourse, and shall be subject to debarment for periods up to 12 months. "Blackout" for the purposes of this policy refers to a time period during which vendors, contractors, consultants, or their agents or representatives may not communicate or lobby in any manner with Board members, the County Administrator, or County staff, other than the designated purchasing agent, and to a time when Board members, the County Administrator, or County staff, other than the designated purchasing agent, shall not communicate in any manner with vendors, contractors, consultants, or their agents or representatives, regarding potential contracts with the Board. The blackout period begins once an invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications has been issued. Any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications.

Immaterial or minor deviations that will not alter a bidder's position with respect to receiving the award may be waived. These deviations may be clarified with the bidder or bidders if required to allow the VCB to understand the bid. Illustrative examples included:

- Failure to provide a certificate of affidavit with the bid.
- Failure to submit required proof of financial responsibility with the bid.
- Failure to submit requested brochures or catalogs with the bid.

An award will be made to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the bid documents. A cost analysis or a price analysis, as appropriate, shall be conducted by the VCB prior to the awarding of bids.

Bids may not be withdrawn for the time period as specified in the "Notice to Bidders" in the specifications.

Evaluation Team

An Evaluation Team will be established in accordance with this Section.

- The meeting of each Evaluation Team is a public meeting subject to Florida's Sunshine Law. Reasonable notice of the date, time, and place of the meeting must be given, and the meeting must be held in a place accessible to the public. Minutes of the meeting shall be taken and maintained in the procurement file. Committee members shall return the evaluation forms and other material considered in the evaluation for the procurement file.
- The Evaluation Team shall rank the proposers and conduct interviews of vendors submitting proposals in accordance with the specifications for the RFP/RFQ. Each purchase that is anticipated to cost more than \$50,000.00 in the fiscal year, when the purchase is made pursuant to an RFP or RFQ, shall require a ranking and interview of the top three proposers as determined by the Evaluation Team. Following the interviews, the Evaluation Team shall compile the final rankings of the top three proposers based upon the total scoring, which will at that time include a score for the interview. Presentations and interviews will comply with and are subject to the Sunshine Law, and are open meetings.
- The Evaluation Team leader will cause the tally sheets for each RFP and RFQ to be posted in the usual manner for announcement of intended procurement decisions.
- The evaluation team will usually be given 2-3 weeks to independently review the proposals prior to attending the publicly advertised Evaluation Review Meeting.
- The evaluation review meeting is a publicly advertised (annually or semi-annually) standing meeting.
- An evaluation process will be used by the Team in assessing and ranking proposals for all competitive negotiations. Selection criteria and the corresponding point score or rating assigned to each, criterion, and any minimum score required for proposals to be considered acceptable, should be provided in the RFP/RFQ specifications.
- The evaluation criteria will reflect generic or project-specific indicators. Proposal evaluation criteria and the evaluation scoring system will be used objectively and consistently in assessing each proposal received.
- No member of the Evaluation Team shall have contact with any bidder or proposer, or representative, in any capacity, of any bidder or proposer
- Each member of the Evaluation Team will be provided a copy of each proposal received along with the corresponding RFP or RFQ specifications. The team members then assess and individually score/rate each proposal using the evaluation criteria or maximum point rating system established in the specifications.