

Resolution No. 2016- 271

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS, PROVISIONS, CONDITIONS, AND REQUIREMENTS OF A RENEWAL AGREEMENT BETWEEN ST. JOHNS COUNTY, FLORIDA AND ST. JOHNS COUNTY VISITORS AND CONVENTION BUREAU, INC. TO PROVIDE PROFESSIONAL ADVERTISING, MARKETING AND PROMOTIONAL SERVICES AIMED AT ATTRACTING TOURISTS AND CONVENTION ACTIVITY TO ST. JOHNS COUNTY, FLORIDA; AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE THE AGREEMENT ON BEHALF OF THE COUNTY.**

**WHEREAS**, on February 2, 2010, the County entered into an agreement with the St. Johns County Visitors and Convention Bureau, Inc. (“VCB”) to provide professional advertising, marketing and promotional services aimed at attracting tourists and convention activity to the St. Johns County, Florida geographic area; and

**WHEREAS**, said agreement, as amended, provides for a term that expires on September 30, 2018; and

**WHEREAS**, unless otherwise terminated, the current agreement further provides for two-year renewals with Board of County Commission approval; and

**WHEREAS**, the County and the VCB mutually seek a continuation of the services described above, subject to the terms and conditions contained in the proposed Renewal Agreement, attached hereto and incorporated herein; and

**WHEREAS**, the County has reviewed the terms, provisions, conditions and requirements of the proposed Renewal Agreement; and

**WHEREAS**, the County has determined that entering into the proposed Renewal Agreement serves a proper public purpose and is in the best interests of the citizens of St. Johns County.

**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 (“Board”) hereby approves the terms, provisions, conditions, and requirements of the Renewal Agreement.

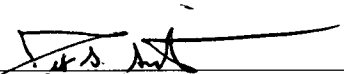
Section 3. The Board authorizes the County Administrator, or designee, to execute the Renewal Agreement on behalf of the County.

Section 4. 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.

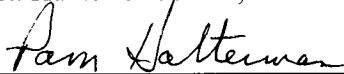
**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this   6   day of September 2016.

BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

BY: \_\_\_\_\_

  
Jeb S. Smith, Chair

Attest: Hunter S. Conrad, Clerk

  
\_\_\_\_\_  
Deputy Clerk

RENDITION DATE   9/8/16  



**THIS RENEWAL AGREEMENT** is entered into by and between St. Johns County, Florida, a political subdivision of the State of Florida ("County"), by and through its Board of County Commissioners ("BCC"), 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 primary business address is 29 Old Mission Avenue, St. Augustine, Florida 32084.

**RECITALS:**

**WHEREAS**, on February 2, 2010, the County entered into an agreement with the VCB to provide professional advertising, marketing and promotional services aimed at attracting tourists and convention activity to all and any part of the geographic area within St. Johns County, Florida; and

**WHEREAS**, the agreement, as amended, provides for a term that expires on September 30, 2018; and

**WHEREAS**, unless otherwise terminated, the agreement, further provides for a two (2) year extensions upon approval of the BCC; and

**WHEREAS**, the County and the VCB mutually seek renewal of the agreement subject to the amended terms and conditions contained herein; and

**WHEREAS**, the County has determined that entering into this Renewal Agreement serves a proper public purpose and is in the best interests of the residents of St. Johns County.

**NOW THEREFORE**, for valuable consideration, the sufficiency of which is hereby acknowledged, the County and the VCB agree as follows:

**ARTICLE 1.           Incorporation of Recitals.**

The above Recitals are incorporated into the body of this Renewal Agreement, and such Recitals are adopted as findings of fact.

**ARTICLE 2.           Non-Exclusive Appointment.**

The County hereby appoints the VCB, and the VCB hereby accepts such appointment, to provide the amended Scope of Services described in this Renewal Agreement in accordance with industry standards of professional practice and in accordance with any applicable laws, regulations or other requirements of any governmental agencies that have jurisdiction over such work.

**ARTICLE 3.           Term and Extension.**

a.       This Renewal Agreement shall be effective on October 1, 2016, and shall expire on September 30, 2018 ("Initial Term").

b.       Provided that this Renewal Agreement has not been terminated by either party in accordance with the provisions contained herein prior to the end of the Initial Term, this Renewal Agreement may be extended annually for two (2) year periods (individually an

“Extended Term”). The Initial Term together with any Extended Term(s), shall constitute the Full Term of this Renewal Agreement.

c. While this Renewal Agreement may be extended as stated in this Article, it is expressly understood that the County is under no obligation to extend this Renewal Agreement beyond the Initial Term.

d. The option of renewal is exercisable only upon approval by the BCC based on the VCB’s satisfactory performance of the amended Scope of Services as determined in accordance with Article 10 of this Renewal Agreement, entitled “Periodic Evaluation.”

**ARTICLE 4. Termination.**

a. This Agreement may be terminated by either party without cause by providing at least sixty (60) days advance written notice to the other party of such notice of termination without cause.

b. This Agreement may be terminated with cause by either party, subject to the Notice requirements provided in Article 12 and the Right to Cure provided in Article 13, as applicable. Notice of either party’s intent to terminate this Renewal Agreement for cause shall be in writing, indicate the exact cause for termination and include the effective date of termination of this Renewal Agreement.

c. Consistent with other provisions of this Renewal Agreement, the VCB shall be reimbursed for any and all expenses that were both authorized under this Renewal Agreement and performed or accrued prior to the effective date of the termination of this Renewal Agreement.

**ARTICLE 5. Amended Scope of Services.**

The VCB shall use all reasonable efforts (1) to perform all tasks included in the amended Scope of Services, attached hereto as Attachment A and incorporated herein; (2) to perform any duties or obligations arising from the amended Scope of Services or as described elsewhere in this Renewal Agreement; and (3) to timely deliver the reports and other items included within the amended Scope of Services; and (4) perform other duties in accordance with the St. Johns County Tourist Development Plan and as approved by the BCC.

**ARTICLE 6. Compensation/Reimbursement.**

a. 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.

b. For the duration of this Renewal Agreement, the maximum amount available as compensation and reimbursable expenses to the VCB shall be the amount that is officially appropriated by the BCC to the Destination Marketing Category of Uses in accordance with the St. Johns County Tourist Development Plan, as amended, and in accordance with section 125.0104 of the Florida Statutes.

c. The VCB shall not be entitled to such compensation and reimbursable expenses as a matter of right, but only to the extent of the VCB's satisfactory provision and performance of the amended Scope of Services.

**ARTICLE 7. No Commitment of County Funds.**

It is hereby noted and understood by the parties that the County makes no express commitment to provide funds (in the form of tax revenue proceeds or otherwise) in any given County Fiscal Year. Moreover, it is expressly noted that the VCB cannot demand that the County provide any such funds in any given County Fiscal Year.

**ARTICLE 8. Billing, Invoicing and Payment.**

a. To the extent that the VCB is not in breach of this Renewal Agreement and this Renewal Agreement has not been terminated, the VCB may bill the County in accordance with the St. Johns County VCB Budgeting Procedures and Payment Processing guidelines attached hereto as Attachment B, and incorporated herein by this reference.

b. The VCB may bill/invoice the County weekly in accordance with the Budgeting Procedures and Payment Processing guidelines. The VCB shall submit invoices in substantially the same form and format as the sample invoice provided in Attachment B. All bills/invoices submitted to the County shall include the VCB Invoice Summary Sheet which shall include sufficient detail of the work accomplished or to be accomplished in connection with the amended Scope of Services justifying payment. Unless otherwise notified, bills and invoices shall be delivered to:

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

c. Within ten (10) business days following its receipt of the VCB's bill or invoice, the County shall verify it. Within fifteen (15) days following the County's verification of the bill or invoice, the County shall forward payment thereof to the VCB. The County reserves the right to return any bill/invoice from the VCB, and request additional document/information. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice.

d. Notwithstanding any other provision contained herein concerning amendment of this Renewal Agreement, the County may, at any time, reasonably modify the procedures set forth in this Article, upon thirty (30) days advance notice to the VCB, in order to accommodate the budgetary concerns or procedures of the County.

**ARTICLE 9. Purchasing Procedures.**

In performance under this Renewal Agreement, the VCB shall abide by and follow all of the applicable provisions set forth in the St. Johns County Purchasing Procedures, attached hereto as Attachment C and incorporated herein. It is expressly noted that, upon reasonable notice by the County, the Purchasing Procedures contained herein may be amended during the Term or any Extended Term.

**ARTICLE 10. Periodic Evaluation.**

a. Annually, the St. Johns County Tourist Development Council (“TDC”) shall evaluate the VCB’s performance under this Renewal Agreement, specifically as it relates to performance of the amended Scope of Services.

b. Such Periodic Evaluation shall determine the degree and level of the VCB’s performance of the amended Scope of Services. The Periodic Evaluation shall also examine the VCB’s degree of effectiveness in meeting the criteria and performance measures detailed in the VCB’s Annual Marketing Plan as reviewed by the TDC and approved by the BCC.

c. If, after any Periodic Evaluation, the TDC, determines that there is any substandard, incomplete, or unacceptable performance on the part of the VCB, or that the VCB has materially breached one or more provisions of this Renewal Agreement, the TDC shall make a recommendation to the BCC that prompt, written notice of default be provided to the VCB, as provided elsewhere in this Renewal Agreement.

**ARTICLE 11. Default.**

Events of Default shall include any of the following:

- a) Failure by either party to comply with one or more terms, provisions, conditions, requirements, or obligations set forth in this Renewal Agreement;
- b) Substandard performance in one or more evaluative areas, as noted in a Periodic Evaluation as provided for elsewhere in this Renewal Agreement;
- c) Assignment of this Renewal Agreement by either party without the prior written approval of the other party;
- d) Failure by the County to pay, for a period exceeding ninety (90) days, any amounts due and owing for authorized work performed by the VCB;
- e) Failure by the County to appropriate funding for the Services and/or expenses noted in this Renewal Agreement;
- f) Exhaustion of the funds appropriated for the Services and/or expenses provided for in this Renewal Agreement;
- g) A subsequent revision/change/amendment to State law that would prohibit the County and the VCB from entering into, or continuing, this Renewal Agreement; and
- h) Failure by the VCB to comply with Chapter 119, Florida Statutes (Florida Public Records Law).

**ARTICLE 12. Notice of Default and Right to Cure.**

a. Should either party default (fail to perform) under the terms of this Renewal Agreement, the non-defaulting party shall provide written notice to the defaulting party, which notice shall include a timeframe of no fewer than thirty (30) calendar 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. Notwithstanding any other provision contained in this Renewal Agreement, Events of Default based upon the County’s non-appropriation of funds or amendments to State law shall not be subject to a right to cure as provided herein.

b. For any alleged breach or violation of this Renewal 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 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 from that which is provided in the preceding paragraph.

**ARTICLE 13. Remedies Upon Default.**

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

- a.) terminate this Renewal 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 14. Force Majeure.**

Neither party shall be held in non-compliance with the terms, conditions, provisions, or requirements of this Renewal Agreement, nor suffer any enforcement or penalty relating thereto (including termination, cancellation, or revocation of this Renewal 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 15. Notice.**

- a. 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 copies to:

**Executive Director—Tourist and Cultural Development Director**  
500 San Sebastian View  
St. Augustine, Florida 32084

**Office of the County Attorney**  
500 San Sebastian View  
St. Augustine, Florida 32084

- b. 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/CEO  
St. Johns County Visitors & Convention Bureau  
29 Old Mission Avenue  
St. Augustine, FL 32084**

c. 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 16. Insurance.**

The VCB, its consultants and sub-consultants shall, at their sole expense, procure and maintain, for the Full Term of this Renewal Agreement (including any extension of this Renewal 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-owned autos (i.e., leased/rented/borrowed vehicles)
- 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 Renewal 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 Renewal Agreement, without the necessity of providing any further written notification of termination.

**ARTICLE 17. Indemnification.**

The VCB shall indemnify, defend and hold harmless the County, its officials, agents, servants and employees from and against any and all losses, costs, suits, and administrative



actions, arbitration, or mediation, arising from, or incident to, connected with, associated with, or growing out of any direct and/or indirect negligent or intentional acts or omissions on the part of the VCB, its agents and/or representatives, in connection with its performance of, or its failure to perform, the amended Scope of Services, terms and conditions set forth in this Renewal Agreement.

**ARTICLE 18. Public Records.**

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

b. In accordance with Florida law, to the extent that the VCB's performance under this Renewal Agreement constitutes an act on behalf of the County, then the VCB shall provide access to all public records made or received by the VCB in conjunction with this Renewal Agreement. Specifically, if the VCB is expressly authorized by, and acts on behalf of the County under this Renewal Agreement, the VCB shall:

- (1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Scope of Services described herein;
- (2) provide the public with access to public records related to this Renewal Agreement on the same terms and conditions that the County would provide the records, and at a cost that does not exceed the costs provided in Chapter 119, Florida States, or as otherwise provided by applicable law;
- (3) ensure that public records related to this Renewal Agreement that are exempt or confidential and exempt from public disclosure are not disclosed except as authorized by applicable law; and
- (4) meet all requirements for retaining public records, and transfer at the VCB's sole cost and expense, all public records in the possession of the VCB upon expiration or termination of this Renewal Agreement. The VCB shall destroy any duplicate records that are exempt or confidential and exempt from public disclosure requirements in accordance with applicable State and Federal provisions. Any public records stored electronically must be provided to the County in a format that is compatible with information technology systems maintained by the County.

c. Notwithstanding any other provision contained herein, failure by the VCB to grant public access to records in accordance with the Florida Public Records Law shall constitute an Event of Default as defined herein. The VCB shall promptly provide the County notice of any request to inspect or copy public records related to this Renewal Agreement in the VCB's possession and shall promptly provide the County a copy of the VCB's response to each such request.

**ARTICLE 19. Review of VCB Records.**

As a condition of entering into this Renewal Agreement and to ensure compliance with 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 Renewal Agreement. The VCB shall be under no duty to provide access to any documentation that is not related to this Renewal Agreement or that is otherwise protected by applicable Local, State or Federal regulations.

**ARTICLE 20. Ownership of Documents and Equipment**

a. Upon completion of the work described herein all renderings, drawings, designs, specifications, notebooks, tracings, photographs, negatives, reports, findings, recommendations, software, furnishings, source codes, data and memoranda of every description, arising out of or relating to the amended Scope of Services, as well as all reference books, equipment, expendable equipment and materials purchased with Tourist Development Tax revenues shall become the property of the County.

b. The use of such materials described above by the County in any manner shall not support any claim by the VCB for additional compensation.

c. The VCB shall have no liability to the County for damages, claims or losses, including defense costs, arising out of use by the County of the aforementioned items in a manner that is inconsistent with any corresponding licenses or approvals assigned to the County. Additionally, the VCB shall have no liability to the County for the County's use of such items for any purpose other than as set forth in this Renewal Agreement.

**ARTICLE 21. Ownership of Deliverables/Work Product**

a. It is expressly noted that all work product and deliverables, including final work product, submitted by the VCB to the County that are associated with the amended Scope of Services detailed in this Renewal Agreement, shall become the property of, and owned and controlled by the County, upon receipt and payment by the County.

b. By way of illustration, but not limitation, all slogans, ideas, or plans submitted or developed by the VCB for the County during the Full Term of this Renewal Agreement, whether or not used, and, any and all, layouts, copy, art work, electronic files, films, digital impressions, and other tangible material, of whatever form, format, content, or creative or technological design, which the VCB prepares for the County that is associated with the above-referenced Services, shall become the property of, and owned and controlled by the County, upon receipt and payment to the VCB of any applicable periodic bill/invoice.

c. All tangible and intangible property acquired in conjunction with performance of the amended Scope of Services detailed in this Renewal Agreement, shall be the property of the County, and may be used for the promotion of the County. The County reserves the right of final approval of the disposition of said property.

**ARTICLE 22. Effect of this Renewal Agreement.**

This Renewal Agreement amends and modifies provisions of the original agreement between the County and the VCB, executed on July 1, 2011, and effective July 8, 2011 through and until September 30, 2014 (“Original Agreement”). If there is any inconsistency between this Renewal Agreement and the Original Agreement, this Renewal Agreement shall govern. With the exception of the changes, revisions and amendments noted herein, all provisions contained in the Original Agreement shall remain in full force and effect for the duration of this Renewal Agreement.

**ARTICLE 23. Assignment.**

In light of the scope and rationale for this Renewal 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 Renewal Agreement. Should either the County or the VCB assign, transfer, or sell any of the rights noted in this Renewal Agreement, without such prior express written approval of the other party, such action shall result in the automatic termination of this Renewal Agreement without further notice or action required.

**ARTICLE 24. Merger and Amendment.**

This Renewal Agreement constitutes the entire agreement and understanding of the parties as to all matters addressed or referred to herein. This Renewal Agreement supersedes all prior and contemporaneous agreements and understandings, representations and warranties, whether oral or written, relating to such matters. Both the County and the VCB mutually agree that any amendments to this Renewal Agreement shall be in writing and shall be executed by duly authorized representatives of both the County and the VCB.

**ARTICLE 25. Disputes.**

In the event a dispute should arise relating to either party’s performance under this Renewal 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 Renewal Agreement or its subject matter. Each party agrees that it will bring any such proceeding only in one of such courts.

**ARTICLE 26. 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 27. Compliance with Local, State, and Federal Rules, Regulations, and Laws.**

The County and the VCB shall abide by, and comply with, all Local, State and Federal laws, statutes, rules, regulations, orders, and policies by which that party is legally bound and governed.

**ARTICLE 28. Relationship of the County and the VCB.**

This Agreement shall not be deemed or construed to create any agency relationship, partnership (limited or otherwise), association or joint venture between the County and the VCB.

**ARTICLE 29. No Conflict of Interest.**

The VCB represents and warrants to the County that the VCB has not employed or retained any elected official, officer or employee of the County in order to secure this Renewal Agreement. Moreover, the VCB represents and warrants to the County that the VCB has not paid, or offered to pay or agreed to pay any person any fee, commission, percentage, brokerage fee, incentive fee or gift of any kind contingent upon or in connection with securing and executing this Renewal Agreement.

**ARTICLE 30. Use of the County Logo and Publicity.**

a. Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the VCB may not manufacture, use, display or otherwise use any facsimile or reproduction of the County Seal/Logo without the express written approval of the BCC.

b. Use of any County trademarks, service marks and/or trade names by the VCB in any marketing, promotional, sponsorship or advertising materials and/or activities shall be subject to pre-approval by the County.

**ARTICLE 31. Governing Law and Venue.**

This Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Renewal Agreement shall be in St. Johns County, Florida.

**ARTICLE 32. 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 33. No Third Party Beneficiaries.**

Both the County and the VCB expressly agree, and this Renewal Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

**ARTICLE 34. Effect of Failure to Insist on Strict Compliance with Conditions.**

The failure of the either party to insist upon strict performance of any term, condition, provision and/or requirement of this Renewal Agreement shall not be construed as a waiver of such term, condition, provision and/or requirement on any subsequent occasion.

**ARTICLE 35. Severability.**

If any word, phrase, sentence, part, Article, or other portion of this Renewal 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 Renewal Agreement, and all applications thereof, not having been declared void, unconstitutional, or invalid shall remain in full force, and effect.

**ARTICLE 36. 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 Renewal 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 37. Survival.**

Any term, condition, covenant, or obligation, which requires performance by a party subsequent to expiration or termination of this Agreement, shall remain enforceable against such party subsequent to such expiration or termination.

**ARTICLE 38. Headings.**

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

**ARTICLE 39. Authority to Execute.**

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

**ARTICLE 40. Execution in Counterparts.**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

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

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

By: \_\_\_\_\_  
Chair

Date: \_\_\_\_\_

Legal Review:

\_\_\_\_\_  
Senior Assistant County Attorney

ATTEST: Hunter S. Conrad, Clerk

By: \_\_\_\_\_  
Deputy Clerk

St. Johns County Visitors & Convention  
Bureau, Inc

By: \_\_\_\_\_  
Executive Director/CEO

Date: \_\_\_\_\_

Legal Review:

\_\_\_\_\_  
VCB Counsel

**ATTEST:**

By: \_\_\_\_\_  
Secretary

## ATTACHMENT A

### AMENDED SCOPE OF SERVICES

The VCB shall complete the following work.

#### 1. The Annual Tourist Development Plan—Destination Marketing Category

a. By no later than the end of business, the Friday of the second week of June each year that this Renewal Agreement is in effect, the VCB shall submit to the County an electronic copy and twelve (12) hard copies of the comprehensive Destination Marketing plan (“Plan”). The form and format of the Plan shall be mutually agreed upon by the County and VCB in advance, and will:

- i. articulate Destination Marketing program objectives, marketing strategies, and other considerations that impact the Plan’s content;
- ii. include a set of specific actions to support the tourism industry to generate room nights and incremental economic activity in the County;
- iii. include, at minimum, the following general aspects of marketing: Advertising, Branding, Direct Marketing, Internet Marketing, Market Research, Marketing Communications, Media Relations / Publicity (Earned Media), Promotion, Search Engine Optimization (SEO), Social Media Promotion, Website design and maintenance, Collateral Materials, Familiarization, Tour Programs, and Product Development; and
- iv. be organized in sections (and subsection as needed) outlining the aspects of marketing to be performed by the VCB (i.e., advertising, branding, etc.). Each section will include aspect objectives, goals, and quantifiable performance measures. Such performance measures will be the basis for regular performance reports by the VCB to the TDC, and the subject of Periodic Evaluations as described in the Renewal Agreement. The Plan sections must be in sufficient detail to permit the TDC to evaluate compliance with applicable laws governing the expenditure of Tourist Development Tax revenues.

b. The VCB shall submit the Plan to the County for review and initial consideration by the TDC at the regularly scheduled June meeting. Upon its approval of the Plan, the TDC shall submit the Plan, along with a proposed budget for the corresponding fiscal year to the BCC for final consideration and approval. Only after approval of the Plan and the proposed budget by the BCC, should the VCB’s implementation of the Plan begin.

#### 2. Co-operative Advertising, Promotions & Events

The VCB shall:

- i. leverage the County’s tourism marketing investment with private sector investments through the development of co-operative advertising and promotional programs; and
- ii. create new product development initiatives and promotional events; and

- iii. monitor private sector investments in destination promotion done on behalf of the County and report levels to the TDC quarterly. Funds contributed by private sector co-operative investments will be used for additional promotion of St. Johns County, Florida as a tourist destination.

### **3. Budget**

By no later than the end of business, the last day of March of each subsequent year that this Renewal Agreement is in effect, the VCB shall submit preliminary line item budget projections for the following fiscal year based on the projections provided by the TDC on or before the first day of March.

By no later than the end of business, the last day of May of each subsequent year that this Renewal Agreement is in effect, the VCB shall submit to the TDC a comprehensive proposed budget for initial review and consideration. Among other things, the proposed budget shall include all programs, services, activities, initiatives, resources and other items included in the Plan that require an expenditure of Tourist Development Tax revenues. Unless authorized in advance by the County, expenditures on any program, service, activity, initiative, resource or other item not included in the budget will not be eligible for funding or reimbursement. Final approval of the budget shall be by the BCC.

### **4. Tourism Advisory Workshops**

a. The VCB shall conduct annual workshops. Such workshops shall be conducted by VCB staff or designees with appropriate professional qualifications as applicable. The purpose of such workshops shall be to receive input from the tourism community related to topics in this amended Scope of Services. Topics addressed in each workshop shall include, but is not limited to, the status of existing initiatives, suggestions for new programs and a discussion of relevant trends.

- i. All workshops shall be open to the public.
  - ii. Reasonable notice of each workshop shall be provided to the TDC Executive Office in advance for publication on the County's website.
  - iii. Minutes shall be taken during each workshop. A copy of the minutes shall be provided to the TDC Executive Office by no later than three weeks following the workshop.
- b. Workshop participation and attendance shall not be conditioned upon VCB membership.

### **5. Third Party Contracts for Professional Services**

Upon approval by the County, and in accordance with applicable County policies and procedures, the VCB may procure and contract professional services for advertising, publicity, website development, inquiry fulfillment, social media and other related services.

### **6. Status Reports and Analyses**



- a. The VCB shall provide regular reports to the TDC showing progress and effectiveness. The County may also use data collected illustrating the VCB influence on visitors' decision to visit and surveys of tourism industry stakeholders in the evaluation of the VCB's performance, provided that such data collection and surveys' methodologies, execution and reporting are mutually agreed upon by the VCB and the County.
- b. In addition to the Destination Marketing Division section of the Annual Tourism Development Plan. The VCB shall submit regular reports for inclusion in the TDC meeting agenda package which shall be sent approximately one week before the meeting date. The reports will list key performance measurements from the Destination Marketing Plan and the results to date in a format to be provided by the TDC.
- c. An annual report shall be submitted to the TDC for review and discussion at TDC's January meeting or the first scheduled meeting after December.

## **7. Meetings**

- a. TDC Meetings: The Chairman of the VCB Board of Directors and/or the Executive Director/CEO of the VCB or their designees shall attend TDC meetings, and provide a report regarding the status of performance measures identified in the Plan.
- b. VCB Meetings: The Tourism and Cultural Development Director should attend all VCB board meetings. VCB Board meetings at which County funded projects are discussed, should comply with and are subject to the Sunshine Law, and notice of meetings should be posted in advance at a publically accessible venue and/or on a website.

# 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 1<sup>st</sup> through the following September 30<sup>th</sup>.

- Any expenditures originating after October 1<sup>st</sup> will be counted in the respective fiscal year that started October 1<sup>st</sup>.
- 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 5<sup>th</sup> 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 1<sup>st</sup> each year, the TDC will provide the VCB with an estimated beginning balance and new revenue amounts for the next fiscal year for purposes of establishing their budget from the Destination Marketing Category budget.

- By no later than the end of business, the last day of February of each subsequent year that this Renewal Agreement is in effect, the VCB will provide to the TDC, estimated year-end expenditures for the current fiscal year.
- By no later than the end of business, the last day of March of each subsequent year that this Renewal Agreement is in effect, the VCB shall submit preliminary line item budget projections for the following fiscal year based on the projections provided by the TDC. The budget line numbers and descriptions are below.

1144-

- 5100 PERSONNEL SERVICES
- 53100 PROFESSIONAL FEES / RESEARCH
- 53120 CONTRACTUAL SERVICES (Janitorial/ IT Support/etc.)
- 53150 CONSULTING SERVICES
- 53401 INDIRECT ADMIN FEES
- 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 for VCB 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  
59923 CONTINGENCY RESERVE (Requires BCC Approval to Amend)

### 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 which require BCC approval to modify.

- The total amount budgeted to the VCB from the Destination Marketing Category 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.

### Reserve Funds

In addition to any state mandated reserves, the County may at its discretion, require a budgeted reserve amount be established. Amendments from reserve 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 Destination Marketing Category 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 TDC will prepare and send to the VCB Executive Director no later than the 10<sup>th</sup> day of the following month, an end-of-month Expense Reimbursement Statement 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 VCB Executive Director will review the Statement and reconcile with TDC staff If necessary, sign and return to the TDC. The TDC Executive Director will then 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 unless the invoiced amount exceeds the advanced funds in the first month of the fiscal year without exceeding the annual budget.

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 or activities intended solely for the benefit of VCB members, non- marketing activities and/or administrative costs associated with promotion of the VCB as a membership organization will not be considered for reimbursement. Expenses related to the advocacy of St. Johns County tourism to the extent that the activity is deemed necessary to protect or improve the visitor experience, and when preapproved by the Tourism and Cultural Development Director, will be considered as an aspect of marketing and will be reimbursed by the County.

Invoices for reimbursable VCB expenses will be submitted to the TDC on a weekly basis for processing. The vendor, price, and invoice date should be clearly identified for tracking purposes. Invoices should be submitted to the TDC for reimbursement within 60 days of receipt of services and shall be submitted with a completed copy of the invoice summary sheet.

When received by the TDC:

- Invoices shall be accompanied by a completed invoice summary sheet included in Attachment B.
- All invoices will have been date stamped indicating the date the invoice was received by the VCB.
- Signed by the VCB Chief Operating Officer/Executive Director 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.

**Cancelled checks, stopped payments and other payment issues**

- In the event that a payment issued by TDC is stopped, cancelled or otherwise terminated, VCB shall submit proof of the terminating action (i.e. copy of cancelled check, notice of terminated wire transfer, etc) to TDC prior to issuance of further/replacement payment.

**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. The courier service furnished by the county should be utilized to reduce local travel between the St. Johns County office and VCB office. Invoices for local mileage reimbursement should be submitted monthly and all other travel associated costs, should be submitted within 60 days of the completion of the trip. Requests for travel expenses (excluding local mileage reimbursement requests) should be accompanied by a completed VCB Invoice Summary Sheet. Travel expenses may not be reimbursed until after travel has occurred.

## VCB Invoice Summary Sheet

Date Submitted \_\_\_\_\_

No. \_\_\_\_\_

Vendor Name	Description of Services Provided	Explanation of non-typical activity (e.g. large increase in typical amount paid)	Invoice Amount	GL Code (Bud Line)
Example: ABC Service Provider	Example: Printing of Summer (April – June) quarterly guide	Example: Higher than typical bill because we completed a mass mailing instead of just providing the guide to our VCB members.	Example: \$2,500.00	Example: 54900 Advertising

I, \_\_\_\_\_, VCB Director, have reviewed and agree with the charges listed above.

\_\_\_\_\_  
VCB Executive Director

\_\_\_\_\_  
Date

I, \_\_\_\_\_ the undersigned director of the St. Johns County Tourism and Cultural Development, 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 expenditures derived from business for the period indicated above and in accordance with the approved contract between St. Johns County and the Visitors and Convention Bureau.

\_\_\_\_\_  
SJC Tourism and Cultural Development Director

\_\_\_\_\_  
Date

State Of Florida County of St. Johns

The Foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by

\_\_\_\_\_, Personally Known \_\_\_\_\_ or Produced Identification

\_\_\_\_\_ Type of Identification Produced \_\_\_\_\_.

Pay From: Acct. 1

**MONTHLY EXPENSE REIMBURSEMENT STATEMENT**  
**Visitors & Convention Bureau**

Date: XXXXXXXX

Invoice No: XXXX

\_\_\_\_\_ Monthly Expenses

To: Director of Tourism and Cultural Development

FYXX Budget    Monthly Expense    YTD Expense    BALANCE

Dept. 1144-

- 51000    PROFESSIONAL SERVICES
- 53100    PROFESSIONAL FEES/RESEARCH
- 53120    CONTRACTUAL SERVICES
- 53401    INDIRECT ADMIN
- 53702    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    LEASE / RENTAL OF BUILDING
- 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 (ASSET)
- 56403    COMPUTER EQUIPMENT (ASSET)
- 59923    CONTINGENCY RESERVE

I, \_\_\_\_\_, VCB Executive Director, have reviewed and agree with the charges listed above.

\_\_\_\_\_  
 VCB Executive Director

\_\_\_\_\_  
 Date

I, \_\_\_\_\_, the undersigned director of the St. Johns County Tourist Development Council, 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.

\_\_\_\_\_  
 Tourism and Cultural Development Director

\_\_\_\_\_  
 Date

State Of \_\_\_\_\_ County of \_\_\_\_\_

The Foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20XX by

\_\_\_\_\_

\_\_\_\_\_  
 Notary Public

Personally Known \_\_\_\_\_ or Produced Identification \_\_\_\_\_ Type of Identification Produced \_\_\_\_\_

Pay From: Acct. 1116-20101000 Vouchers Payable

# ATTACHMENT C

## VCB 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 \$3,000.00 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 \$3,000 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 \$20,000.00 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. Any supplier responding with a statement of 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 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 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.