

SOUTHEAST VOLUSIA ADVERTISING AUTHORITY
dba,
NEW SMYRNA BEACH AREA VISITORS' BUREAU
Request for Statement of Qualifications

2238 State Road 44 • New Smyrna Beach, FL 32168
Phone : 386-428-1600

Email : Debbie@visitnsbfla.com Web : VisitNSBfla.com/

Submittal Due Date
November 8, 2024

Submittal Due Time
3:00 p.m., EST

Submit Responses To:
Southeast Volusia Advertising Agency
President & CEO
2238 State Road 44
New Smyrna Beach, FL 32168

Project Contact
Eva Welborn – Travel & Tourism Manager
Phone: 386-428-1600
Email: eva@visitnsbfla.com

<p>RSQ # 25-RSQ-110824 SVAA Advertising & Marketing Services</p>
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DO NOT RESPOND TO THIS SOLICITATION ONLINE

Expressions of interest and qualification data will be received at the Administrative Offices of the Southeast Volusia Advertising Authority (“SVAA”), 2238 State Road 44, New Smyrna Beach, FL 32168, **until 3:00 p.m. November 8, 2024.** Submittals received after this deadline **will not** be considered for award. All questions must be received by **September 20, 2024.**

1.0 PURPOSE & OVERVIEW

The purpose of the Request for Statement of Qualifications (RSQ or “this solicitation”) is to select the most highly qualified advertising firm(s) to provide the requested advertising and marketing services. The terms “Respondent,” “Contract,” and “Consultant” shall have the meanings set forth in section 3.1 below. Submittals will be reviewed and evaluated as to qualifications to perform the services required by the Southeast Volusia Advertising Authority Executive Director, who will make a recommendation for award by the Southeast Volusia Advertising Authority board.

It is anticipated that a selected firm will be awarded a Contract period of an initial three (3) year term with two (2) subsequent one (1) year renewals.

All renewals will be contingent upon mutual and written agreement and, when applicable, approval of the Southeast Volusia Advertising Authority board.

2.0 SCOPE OF WORK

A general description of the scope of professional services required is, but not limited to, the following:

The Respondent shall be capable of competently, efficiently, and expeditiously performing all the following duties from this list, including any ancillary work to be performed in connection therewith. The following list contains the minimum that the Respondent must be able to competently perform and accomplish, however nothing herein shall preclude SVAA from requiring additional related tasks or other tasks commonly performed by a Advertising and Marketing service firm on behalf of its clients. The services and work described herein or otherwise required by SVAA are to be performed in collaboration with SVAA and at the frequency (or by the date) directed by SVAA. Additionally, it is Consultant's responsibility to timely advise SVAA if ancillary work would be beneficial to the efficient rendition of the work described herein and/or if relevant timelines or deadlines should be taken into consideration. Duties and responsibilities of the selected agency include:

1. Marketing Research and Strategic Development:

- Conduct market research to identify target demographics, trends, and competitive analysis. The Consultant must follow 10-year Master plan and 3-year Strategic plans and redevelop as needed.
- Develop a strategic marketing plan outlining key goals, target audiences, messaging, and channels. Working with industry leaders when possible and keeping in mind DMAP Accreditation goals.

2. Branding:

- Enhance and maintain the New Smyrna Beach Area brand identity.
- Develop a cohesive brand story and visual identity that resonates with target audiences. Photoshoots and local photography access are key.
- Create brand guidelines to ensure consistency across all marketing materials and platforms.
- Work closely with digital marketing agency to share brand assets for web, social and other marketing.

3. Creative Development:

- Design and produce creative assets including, but not limited to, digital ads, print

materials, social media content, videos, PowerPoint presentations, collateral pieces, annual reports and promotional items.

- Develop compelling copy and visuals that highlight the unique attractions, events, and experiences of New Smyrna Beach.

4. Digital Marketing:

- Execute targeted digital advertising campaigns across platforms such as Google Ads and other relevant channels.
- Optimize campaigns for performance, including A/B testing, audience segmentation, and retargeting strategies.
- Manage SEO and SEM efforts to increase organic and paid search visibility and coordinate with digital agency for efficiency with their responsibilities.

5. Event Promotion:

- Promote local events and festivals to increase attendance and visitor spending.
- Develop event-specific marketing materials and campaigns.
- Collaborate with event organizers to ensure cohesive messaging and branding.

6. Partnerships and Collaborations:

- Identify and establish partnerships with local businesses, attractions, and organizations to create co-marketing opportunities.
- Develop joint promotions and packages, cooperative advertising to enhance the visitor experience.

7. Measurement and Reporting:

- Establish key performance indicators (KPIs) to measure the success of marketing efforts.
- Provide monthly and quarterly reports on campaign performance, including insights and recommendations for optimization.
- Conduct post-campaign analysis to evaluate effectiveness and inform future strategies.
- Upload all reporting to HubSpot before the 5th of each month.
- Prepare monthly reports from research software's such as STR, Arrivalist, Air DNA and others as necessary.
- Prepare monthly marketing reports for staff and board review.

Deliverables: Consultant will provide the following to SVAA:

- Comprehensive marketing plan and strategy document.

- Brand guidelines and creative assets.
- Digital marketing campaigns (ads, social media posts, email newsletters, etc.).
- Press releases and media coverage reports.
- Monthly and quarterly performance reports.
- PowerPoint Presentations as needed.
- Promotional items as needed.

Budget:

- Provide a detailed budget breakdown, including all anticipated costs for research, creative development, media buying, and campaign execution.

Timeline:

- Project kickoff meeting: August of prior years budget.
- Research and strategy development: August - September
- Creative development: October - January
- Campaign launch: October
- Ongoing campaign management and optimization: October 1 – September 30th.
- Final campaign report and review: August preceding September Y/E Board meeting.

Monthly Reconciliation:

- Invoices are due to the client no later than the 3rd of every month. Invoicing will be governed by the applicable provisions of Part VII of Chapter 218, Florida Statutes.
- All invoices must include a statement of services rendered, proof of performance backups, an invoice, and details as to the basis for charges and fees.
- All undisputed invoices will be paid promptly by SVAA upon receipt of proof of performance and bills for reimbursement.
- Respondent is NOT eligible for reimbursement for travel or other expenses associated with attending SVAA's board meetings or special events (NTTW etc.), as such attendance is required as part of the base contract.
- As further set forth in the RSQ and any resulting contract, all intellectual property, collateral, and concepts developed by the Respondent in connection with its duties pursuant to any resulting Contract are deemed works for hire and are the property of SVAA/NSBAVB.

- Respondent will provide flat fee services on a due course basis.
- Respondent will prepare a fee schedule to provide SVAA with the most expected cost of services. The chart will have most of the basic use items listed such as, but not limited to. We understand there are situations where costs could rise. In these cases, SVAA will need to approve the increases on a case-by-case situation.
- Consultant's conduct and engagement must be in accordance with the applicable professional standards, Code of Professional Conduct, and the industry's ethical principles of integrity, objectivity, professional competence and due care, when performing the Advertising and Marketing Services.

Consultant may perform additional services not contemplated by this scope of work, as requested by SVAA or as necessary to the performance of the above scope of work and approved by SVAA. If this occurs, the Consultant will communicate to SVAA the scope of additional services and the estimated fee for SVAA's consideration and approval.

2.1 Background

The preferred Respondent will have significant experience in tourism bureau advertising and marketing. The firm shall provide the organization's background information and provide a short biography for each member of the proposed account team and major accomplishments in the industry. Respondent must also include a comprehensive list of past services rendered to demonstrate its qualifications.

2.2 Qualifications

The preferred Respondent will have significant and demonstrated experience in working with convention and visitor bureaus of similar size, type, and scope. The qualified candidate will have prior tourism research experience and be in the same industry currently. SVAA will weigh such prior experience and longevity within the tourism research industry in determining which Respondent is qualified to provide the work and services required.

2.3 Certifications / Licenses

The Respondent shall be able to provide any certifications, licenses, special accomplishments in the industry, and be willing to obtain any required certifications for the industry or County of Volusia.

2.4 Reports / Data

It shall be the responsibility of the awarded firm(s) to provide to SVAA, in relation to the scope of work, any and all deliverables identified in the Scope of Work as described in Section 2.0 above.

3.0 GENERAL TERMS & CONDITIONS

3.1 Definitions

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

Consultant: The person with education and/or experience which uniquely qualifies him or her to perform a specialized service for SVAA, as identified in this RSQ. Such person or entity shall be duly authorized, upon award of a contract, to have a Contract with SVAA to provide the product and/or services set forth herein and incurring liability for the same.

Consultant's services: Those services within the scope of work of this solicitation that are in an advisory nature to support policy development, decision-making, administration, or management of SVAA's business operations; normally provided by persons and/or organizations considered to have specialized knowledge or abilities particular to the scope of work requested herein.

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

Contract Administrator: The President & CEO for the SVAA and/or his/her designee shall serve as the Contract Administrator. The Contract Administrator shall be responsible for addressing any concerns within the scope of the Contract. Any changes to the resulting Contract shall be done in writing and authorized by the President & CEO or the SVAA board, as permitted by SVAA's bylaws and policies and procedures.

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

Executive Director: The currently appointed President & CEO of SVAA, as approved by the SVAA board and confirmed by the Volusia County Council.

Person or Persons: An individual, firm, partnership, corporation, association, executor, administrator, trustee or other legal entity, whether singular or plural, masculine or feminine, as the context may require.

Proposal: The document submitted by the Consultant in response to this solicitation, which shall be used to determine whether the Consultant is highly qualified to perform the work and services described herein.

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

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

SVAA: The acronym SVAA shall mean and refer to the Southeast Volusia Advertising Authority, as established pursuant to § 212.0305(4)(d), Florida Statutes, and Article IV, Division 3 of Chapter 114 of the Volusia County Code of Ordinances.

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

3.2 Proposed Schedule

09/06/2024Release date for Request for Statement of Qualifications (RSQ)
09/20/2024Final date to receive written questions regarding the RSQ
09/27/2024Release date for answers to written questions regarding the RSQ
11/08/2024Closing Date

3.3 Delivery of Proposals:

DO NOT RESPOND TO THIS SOLICITATION ONLINE

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

Southeast Volusia Advertising Authority
President & CEO
2238 State Road 44
New Smyrna Beach, FL 32168

Mark package(s) “**RSQ SVAA Advertising and Marketing Services # 25 RSQ- 110824**”

Note: Please ensure that if a third-party carrier (Federal Express, UPS, USPS, etc.) is used, that they are properly instructed to deliver your proposal **only** to SVAA’s offices at the foregoing address. To be considered, your proposal must be received and accepted at SVAA’s office **before** the RSQ Closing Date and Time.

3.4 Public Records

Public Records – Chapter 119, Florida Statutes. Consultant acknowledges that the services and work to be performed pursuant to the resulting Contract may be performed by SVAA itself as a governmental agency, which is subject to the public records requirements of Chapter 119, Florida Statutes and Article I, § 24 of the Florida Constitution. Given the

foregoing, the Consultant hereby agrees to comply with public records laws and those requirements set forth in §119.0701, Florida Statutes, and, without limitation, to:

- A. Keep and maintain public records that ordinarily and necessarily would be required by SVAA to perform the services and work provided pursuant to this Contract.
- B. Provide the public with access to public records on the same terms and conditions that SVAA would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise may be provided by law and/or SVAA's public records policies.
- C. Ensure that public records that are statutorily exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to SVAA all public records in the possession of the Consultant upon termination of the Contract and destroy any duplicate public records that are statutorily confidential or exempt from statutory public records disclosure requirements. For the purposes of complying with this paragraph, all records stored electronically must be provided to SVAA in a format that is compatible with the information technology systems of the public agency.
- E. In responding to any public records request, Consultant shall (i) notify SVAA of the request and the Consultant's intentions with regard to such request and (ii) provide SVAA with copies of all records requested and produced, as well as copies of all correspondence between the Consultant and the requestor. Consultant further agrees not to release any records that are statutorily exempt from disclosure or statutorily confidential without first receiving prior written authorization from SVAA, it being understood that the legislature has designated such records exempt or otherwise confidential based upon important public policy or safety reasons.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Debbie Meihls, (386) 428-1600, debbie@visitnsbfla.com, 2238 State Road 44, New Smyrna Beach, FL 32168.

Consultant shall indemnify SVAA for and hold SVAA harmless from and against any and all claims, damage awards, and causes of action arising from the Consultant's failure to perform or otherwise adhere to the requirements of this Section 3.4, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom, claims for negligent disclosure of confidential or exempt records, and claims for failure to

produce or otherwise timely produce records subject to disclosure. SVAA shall further be authorized to seek declaratory, injunctive, or other appropriate relief from a court of competent jurisdiction on an expedited basis to enforce the requirements of this Section, it being understood that the maintenance and production of public records is of paramount public importance under Florida law. Regardless of the foregoing, the enumeration of the remedies recited herein shall not be interpreted to limit or otherwise restrict SVAA from seeking any other appropriate cause of action against or remedy from the Consultant, whether in law or in equity, in SVAA's enforcement of the requirements of this Section.

3.5 Proposal Form

- A. See **Submittal Requirements** for complete details
- B. Firms interested in providing the required professional services shall submit **TWO (2)** complete printed sets of the proposals and digital proposal in PDF format on a USB drive:
- **One (1)** hard copy marked "ORIGINAL"
 - **One (1)** hard copy marked "COPY"
- Note: It is not necessary to return every page of the original solicitation document with the hard copies of the RSQ Submittal ORIGINAL and COPY(ies); return only the pages that require signatures or information as detailed in Section 4.0.
- **One (1)** COMPLETE electronic copy on a USB drive in PDF format (Excel spreadsheets shall not be recorded in PDF). The electronic copy of the RSQ Submittal shall include ALL submittal requirements, as detailed in Section 4.0.

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

Do NOT send confidential information, proprietary information, or trade secrets. Information provided in your proposal is subject to disclosure pursuant to Florida's public records laws.

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

3.6 Questions, Exceptions and Addenda Concerning RSQ # 25-RSQ- 110824

- A. It is incumbent upon each Respondent to carefully examine this solicitation’s scope of work, terms, and conditions. As stated in Section 3.10 below, the contents of this RSQ will be incorporated into the awarded Contract unless otherwise stated by SVAA. Questions and exceptions concerning any Section of this RSQ shall be directed by letter, facsimile transmission, or e-mail to the SVAA President & CEO or his/her designee named in this solicitation, who shall be the official point of contact for this RSQ. Questions and/or exceptions shall be submitted no later than **September 20, 2024**. Thereafter, no further questions or exceptions will be accepted or reviewed by SVAA, and Respondents’ right to submit questions or exceptions will terminate. Any questions or exceptions not timely made to the scope of work, terms, or conditions set forth herein shall be deemed waived as to the awarded Contract. The issuance of a written addendum by SVAA is the only official method by which interpretation, clarification, or additional information can be given. Oral representations shall not be binding upon the authority.

- B. Mark cover page or envelope(s) Questions, Exceptions and Addenda Concerning **RSQ # 25-RSQ- 110824, “SVAA Advertising and Marketing Services”**

Submit questions to:

Eva Welborn, Travel & Tourism Manager
Telephone:.....386-428-1600
E-mail:.....eva@visitnsbfla.com

- C. If it becomes necessary for SVAA to revise any part of this RSQ, an addendum will be posted on SVAA’s website. It is each Respondent’s responsibility to check SVAA’s website for any addenda at **VISITNSBFL.COM**. Each Respondent should ensure that it has received all addenda to this RSQ before submitting its proposal. In their proposals, Respondents must provide proof of receipt of each addendum by signing each addendum and returning each addendum to SVAA. Failure to provide this proof may cause Respondent’s proposal to be rendered *non-responsive*.

- D. Each addendum issued by SVAA shall become a material part of this solicitation and the resulting Contract.

3.7 Award

SVAA reserves the right to award the Contract to the Respondent(s) that SVAA deems to offer the best overall qualifications, as defined in Section 3.19, Evaluation Criteria in this solicitation. SVAA is therefore not bound to accept a proposal based only on lowest price. In addition, SVAA has the sole discretion and reserves the right to cancel this RSQ, to

reject any/all proposals, to waive any/all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of SVAA to do so. Nothing prohibits SVAA from rejected/rebidding when responses exceed budget and SVAA must change the solicitation to lower costs. SVAA also reserves the right to make multiple awards based on experience and qualifications or to award only a portion of the items and/or services specified, if deemed to be in SVAA's best interest.

3.8 Use of SVAA Logo

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

3.9 Assignment

A Consultant may not assign or otherwise convey its rights and/or obligations under a resulting Contract without obtaining SVAA's prior written consent, which consent SVAA may withhold, limit and/or condition in SVAA's sole discretion, including, but not limited to, posting a performance bond. Any consent by the SVAA shall be by written amendment to the Contract in a form and substance specified by SVAA in its sole discretion. If the Consultant desires to assign or otherwise convey its rights and/or obligations under the Contract, Consultant shall, no less than thirty (30) days prior to the assignment's proposed effective date, provide County with a written request for County's consent.

Nothing herein shall preclude the right of SVAA to waive its rights under this section, but no waiver shall be granted by SVAA without amendment to the Contract.

3.10 Contract

- A. The contents of this RSQ and all provisions of the successful proposal deemed pertinent by SVAA shall be incorporated into a separate Contract and become legally binding on the selected Respondent. The terms and conditions of the final resulting Contract may contain changes as a result of the RSQ process, any addendums thereto, and the Respondent's submittal. The Contract shall include, at minimum, the terms and conditions as outlined in RSQ and be subject to review by SVAA's legal counsel prior to approval and execution and contain such additional terms and conditions as SVAA deems necessary.
- B. Any Contract entered into hereunder must be approved and executed in accordance with SVAA's bylaws and policies and procedures, and no person or authority may bind SVAA to any such Contract other than the person or authority authorized by such bylaws and policies and procedures to Contract on behalf of SVAA.

- C. SVAA shall not be responsible for any order, change, substitution, or any other discrepancy from the Contract, without an amendment to the Contract.

3.11 Disclosure of Proposal Content

- A. All material submitted becomes the property of SVAA, a public record, and may be returned only at SVAA's option. In accordance with the foregoing, Respondents shall not include confidential, proprietary, or other similar information (*e.g.*, trade secrets) in their proposals.

3.12 Respondent's Responsibility

A Respondent, by submitting a proposal, represents that:

- A. The Respondent has read and understands the RSQ in its entirety and that the proposal is made in accordance therewith;
- B. The Respondent possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to SVAA;
- C. Before submitting its proposal, SVAA has made all investigations and examinations necessary to ascertain local conditions and requirements affecting the full performance of the Contract, has reviewed SVAA's relevant policies and procedures, and has verified any representations made by SVAA, upon which the Respondent has relied.
- D. The Respondent understands and agrees that if the Respondent receives an award, failure to have made such investigations pursuant to Respondent's proposal to the RSQ will in no way relieve the Respondent from its obligations to comply in every detail with all provisions and requirements of the RSQ, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Respondent for additional compensation or relief; and

3.13 Payment Terms

Invoicing, payments, and late fees shall be governed by the applicable provisions of Part VII of Chapter 218, Florida Statutes.

3.14 Conflict of Interest Forms

All Respondents shall complete and have notarized the attached disclosure form of any potential conflict of interest that the Respondent may have due to ownership, other clients, contracts, or interest associated with this project or SVAA.

3.15 Licenses and Certificates

- A. SVAA reserves the right to require proof that each Respondent is an established business and is abiding by the ordinances, regulation, and laws of its community and the state of Florida, such as but not limited to: Business Tax Receipts, business licenses, Florida sales tax registration, Federal Employers Identification Number.
- B. The Respondent shall be required, upon notification of recommendation of award, to register with the Florida Department of State Division of Corporations at www.sunbiz.org in order to provide services under the resulting Contract.
- C. If a license is required by the state or county to perform the services or work specified in this solicitation, Respondent shall be licensed to perform such work or services in accordance with the laws of the State of Florida and local ordinances. Respondents shall also verify that their subcontractors are appropriately licensed to perform any work that may be assigned to them; and
- D. Each Respondent shall submit with their proposal a copy of any licenses or certificates authorizing them to perform the work or services specified by this solicitation, and upon award of Contract, the Consultant shall maintain and keep current such appropriate licenses and certificates throughout the term of the Contract, including any extensions thereto. Failure to maintain such licenses or certificates shall be cause for immediate termination of the Contract.

3.16 Minor Irregularities

SVAA reserves the right to waive minor irregularities in proposals, provided that such action is in the best interest of SVAA. Minor irregularities are defined as those issues or omissions that do not adversely affect SVAA's best interests and will not affect the outcome of the selection process by giving any Respondent an advantage or benefit not enjoyed by other Respondents.

3.17 Venue and Governing Law

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

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

3.18 Insurance Requirements

A. Required Types of Insurance

If awarded a Contract pursuant to this solicitation, the Consultant shall purchase and maintain at its own expense, during the term of such Contract, those types and amounts of insurance with limits no less than those shown in Exhibit A- Insurance Requirements, which is attached hereto and incorporated herein.

3.19 Evaluation Criteria: Each proposal shall be evaluated using the following criteria:

- A.** Proper submittal of **ALL** documentation as required by this proposal.
- B.** The greatest benefits to SVAA as it pertains to:
 - 1. Qualifications of the Respondent and the employees assigned to the work or services to be performed for SVAA;
 - 2. Resources of the Respondent, which may include consideration of the variety and quality thereof;
 - 3. Experience / references, including timeliness of performance;
 - 4. Cost and expense to SVAA for such work or services; and
 - 5. Financial stability of the Consultant: A Dun and Bradstreet report may be used by SVAA to evaluate Respondent's financial stability. All Respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year.
 - 6. Any additional qualifications or criteria for your solicitation.

3.20 Termination

- A.** The resulting Contract may be terminated by either party upon the material breach by the other party if such breach is not cured within thirty (30) days written notice from the non-breaching party.
- B.** SVAA may terminate the resulting Contract for convenience upon at least thirty (30) calendar days' prior written notice to Consultant or for non-appropriation.
- C.** Consultant may cancel the resulting Contract with one-hundred eighty (180) days written notice to SVAA's Executive Director. Failure to provide proper notice to SVAA may result in the Consultant being barred from future business with SVAA.

- D. After Consultant's receipt of a notice of termination or non-appropriation from SVAA as set forth herein (or to the extent Consultant has not cured a material breach within thirty (30) days' notice from SVAA), and except as otherwise directed by SVAA, the Consultant shall:
1. Stop work under the Contract or applicable statement of work on the date specified in the notice of termination;
 2. Place no further orders or subcontracts for materials, services or facilities;
 3. Terminate all orders and subcontracts to the extent that they relate to the performance of work or services terminated by the notice of termination; and
 4. With the approval of SVAA and to the extent required by SVAA, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts. SVAA's approval of such settlements shall be final for all the purposes of Section 3.20, Termination.
- E. After receipt of a notice of termination or non-appropriation, the Consultant shall submit to SVAA its termination claim for amounts owed by SVAA (which shall include, without limitation, all amounts due for work or services performed through the date of termination), in the form and with a certification as prescribed by SVAA. Such claim shall be submitted promptly, but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions in writing are granted by SVAA upon the request of the Consultant, which request shall be made in writing within such thirty (30) days period or authorized extension thereof. Upon failure of the Consultant to submit its termination claim within the time allowed, SVAA may determine on the basis of information available to it, the amount, if any, due to the Consultant by reason of the termination and shall thereupon pay to Consultant the amount so determined. If SVAA terminates for convenience or non-appropriation, Consultant shall not be obligated to refund to County any prepaid fees.
- F. **Non-Appropriation.** The resulting Contract may be terminated by SVAA or the Consultant if SVAA or the Volusia County Council does not appropriate the funding in any fiscal year necessary to pay the compensation set forth in the resulting Contract.
- G. If the resulting Contract is terminated by SVAA or Consultant for non-appropriation, Consultant shall be paid in accordance with terms of the resulting Contract. Consultant shall be paid (i) to the date of termination on a prorated basis for any task and deliverable designated for payment on the payment milestone schedule that was started but not completed and/or (ii) for any work or deliverable that has been completed but not yet been paid. County's obligation to pay Consultant under this section and the resulting Contract is limited to the budgeted amount for the fiscal year determined by SVAA and approved by the Volusia County Council for the then current fiscal year of the resulting Contract. Consultant

shall have no right to compel SVAA or the Volusia County Council to appropriate funds for any fiscal year to pay the compensation.

H. If termination of the resulting Contract occurs for any reason:

1. Except as otherwise provided in the resulting Contract, Consultant shall return to SVAA, or destroy, all confidential information in Consultant's possession and shall certify the destruction or return of said information in a written document signed by the duly authorized representative of the Consultant that all such information has been destroyed or returned, provided that Consultant shall be permitted to retain an archival copy of any such confidential information (provided it continues to maintain the confidentiality of such as prescribed herein) to the extent necessary to have a record of the service performed hereunder.
2. All invoices and invoicing disputes shall be handled in accordance with the applicable provisions of Part VII of Chapter 218, Florida Statutes (*i.e.*, Florida's Local Government Prompt Payment Act).

I. In the event of termination by SVAA for non-appropriation, for all items or products ordered by Consultant before receipt by Consultant of the notice of termination which Consultant could not cancel without imposition of a fee, SVAA shall cause payments to be made to Consultant within forty-five (45) days of receipt of an undisputed invoice for all cancellation, restocking or residual fees resulting from the cancellation or return of third party products ordered from or shipped by the vendor thereof prior to the effective date of the termination.

3.21 Incurred Expenses

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

3.22 Post-Proposal Discussions with Respondents

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

3.23 Presentations by Respondents

A. SVAA, at its sole discretion, may ask individual Respondents to make oral presentations and/or demonstrations without charge to SVAA.

- B. SVAA reserves the right to require any Respondent to demonstrate to the satisfaction of SVAA that the Respondent has the fiscal and managerial abilities to properly furnish the services proposed and required to fulfill the requirements of the RSQ. The demonstration must satisfy SVAA, and SVAA shall be the sole judge of compliance.
- C. Respondents are cautioned not to assume that presentations will be required and should include all pertinent and required information in their original proposal package.

3.24 Compliance with Laws and Regulations

Consultant shall be responsible to know and apply all applicable federal, state, and local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work or services, or which in any way affect the conduct of the work or services. Consultant shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. The awarded Consultant shall protect, defend, and indemnify SVAA and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Consultant, its representatives, subcontractors, sub-consultants, professional associates, agents, servants, or employees. Respondent shall further comply with the Americans with Disabilities Act (“ADA”) and any applicable rules or regulations promulgated pursuant thereto. In providing any services or products via internet or online app, all deliverables must comply with WCAG 2.1 AA or the latest web and mobile app accessibility requirements set forth in 28 CFR Part 35, whichever standard is more stringent.

At time of submittal, Respondents must hold the required licensure to be the prime Consultant for all work to be performed under this RSQ. If any Consultant proposes to use a subcontractor or sub-consultant to perform any work under this RSQ, such subcontractor and/or sub-consultant shall, at the time of submittal, hold the required licensure for all work to be performed under this Contract as a subcontractor and shall maintain such license(s) in full force and effect throughout the term of the awarded Contract. All licenses and permits required to perform Consultant’s duties under this RSQ, whether such license or permit is required by the federal government, State of Florida, Volusia County, or any municipality, shall be at each Consultant’s sole cost and expense, and shall not be a cost of SVAA. All required licenses and permits shall be maintained in full force and effect during the term of the awarded Contract.

3.25 Limitation of Liability and Indemnification of SVAA

- A. **Indemnification.** If awarded a Contract pursuant to this solicitation, Consultant shall, at its own expense, indemnify, defend, and hold harmless SVAA and the County (including their districts, authorities, separate units of government established by law, elected and non-elected officials, employees, agents, and volunteers) from and against all claims, damages, losses, and expenses, including, but not limited to, attorney’s fees, arising out of, resulting from, or incident to Consultant’s performance of its obligations

in whole or part of this Agreement, unless such injury or damage is occasioned solely by the fault, negligence, or willful misconduct of SVAA or the County.

In all claims against SVAA or the County (including any of their districts, authorities, separate units of government established by law, partners, elected and non-elected officials, employees, agents, or volunteers) or any employee of Consultant or anyone directly or indirectly employed by Consultant or anyone for whose acts Consultant may be held legally liable, no indemnification obligation shall be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Consultant, or any contractor, subcontractor or sub-subcontractor thereof under Florida's Workers' Compensation acts, disability benefit acts, or other employee benefit acts.

- B. **Sovereign Immunity.** The County and SVAA expressly retain all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes (as amended). Notwithstanding anything set forth in any section of this solicitation or the awarded Contract to the contrary, nothing in this solicitation or awarded Contract shall be deemed as a waiver of immunity or limits of liability of the County or SVAA beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of SVAA for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this solicitation or the awarded Contract shall inure to the benefit of any third party for the purpose of allowing any claim against SVAA, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

3.26 Records & Right to Audit

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

3.27 Change in Scope of Work

- A. SVAA may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the awarded Contract. No claims may be made by the Consultant that the scope of the project or of the Consultant's services

has been changed, requiring changes to the amount of compensation to the Consultant or other adjustments to the Contract, unless such changes or adjustments have been made by written amendment or change order to the Contract executed in accordance with SVAA's policies and procedures.

- B. If the Consultant believes that any particular work is not within the Statement of Work of the Contract, is a material change, or will otherwise require more compensation to the Consultant, the Consultant must immediately notify SVAA in writing of this belief. If SVAA's President & CEO or governing board, as appropriate under SVAA's policies and procedures, believes that the particular work is within the scope of the Contract as written, the Consultant will be ordered to and shall continue with the work as changed and at the cost stated for the work within the Statement of Work. The Consultant must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.
- C. SVAA reserves the right to negotiate with the awarded Consultant(s) without completing the competitive RSQ process for materials, products, and/or services similar in nature to those specified within this RSQ for which requirements were not known when the RSQ was released.

3.28 Modifications Due to Public Welfare or Change in Law

SVAA shall have the power to make changes in the Contract as the result of changes in law and/or Ordinances of Volusia County, the state of Florida, or the United States to impose new rules and regulations on the Consultant under the Contract relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable to comply with such laws and for the public welfare. SVAA shall give the Consultant notice of any proposed change and an opportunity to be heard concerning those matters. The Statement of Work and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to the manner, procedures, operations and obligations, financial or otherwise, of the Consultant. In the event any future change in Federal, State, or County law materially alters the obligations of the Consultant, or the benefits to SVAA, then the Contract shall be amended consistent therewith. Should these amendments materially alter the obligations of the Consultant, then the Consultant or SVAA shall be entitled to an adjustment in the rates and charges established under the Contract. Nothing contained in this Contract shall require any party to perform any act or function contrary to law. SVAA and the Consultant agree to enter into good faith negotiations regarding modifications to the Contract, which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to the Contract, SVAA and the Consultant shall negotiate in good faith, a reasonable and appropriate adjustment for any changes in services or other obligations required of the Consultant directly and demonstrably due to any modification in the Contract under this clause.

3.29 Safety

Consultant shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed in performing the work or providing the services called

for pursuant to this solicitation and any resulting Contract. Consultant shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations, and standards. The Consultant shall indemnify and hold harmless SVAA from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs), which may be imposed on SVAA due to the Consultant's, subcontractor's, or supplier's failure to comply with the regulations.

3.30 Right to Require Performance

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

3.31 Force Majeure

Neither party shall be liable for any failure or delay in the performance of its obligations under a resulting Contract to the extent such failure or delay necessarily results from the occurrence of a Force Majeure Event beyond the control or reasonable anticipation of either party, including, but not limited to, compliance with any unanticipated government law or regulation not otherwise in effect at the time of execution of this Contract, acts of God, unforeseeable governmental acts or omissions, fires, strikes, natural disasters, wars, riots, criminal acts, acts of terrorism, cyber-attacks, third party network cyber network failure, transportation problems, any virus, bacterium or other microorganism capable of inducing physical distress, illness or disease, due to a pandemic or otherwise, a designation of a state of emergency for Volusia County, and/or any other unforeseeable cause whatsoever beyond the reasonable control of the parties (and such cause being referred to as a "Force Majeure Event").

Accordingly, the parties further agree that:

- A. Upon the occurrence of Force Majeure Event, the non-performing party shall be excused from any further performance of those obligations under this Contract that are affected by the Force Majeure Event for as long as (a) the Force Majeure Event continues; and (b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. If a Force Majeure Event requires an adjustment to the Scope of Work attached as Exhibit A, SVAA will contact Consultant to provide a

revised Scope of Work for Contractor's review and approval. If Consultant does not approve of the revised Scope of Work caused by the Force Majeure Event, SVAA may elect to terminate this Contract within twenty (20) days of receipt of Consultant's objection to the revised Scope of Work.

- B. Upon the occurrence of a Force Majeure Event, the non-performing party shall notify the other party of the occurrence of such event and describe in reasonable detail the effect(s) of such event upon the party's performance of its obligations and duties pursuant to this Contract. Such notice shall be delivered or otherwise communicated to the other party within two (2) business days following the failure or delay caused by the Force Majeure Event, or as soon as possible after such failure or delay if the Force Majeure Event precludes the non-performing party from providing notice within such time period.
- C. In the event of a Force Majeure Event, the time for performance by the parties under the applicable statement of work shall be extended for a period of time equal to the time lost by reason of such cause through execution of a change order pursuant to the terms of the Contract.

3.32 Consultant's Personnel

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

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

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

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

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

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

subcontractor.

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

Any information concerning SVAA, its products, services, personnel, policies, or any other aspect of its business learned by the Consultant or personnel furnished by the Consultant in the course of providing services pursuant to the awarded Contract, shall be held in confidence and shall not be disclosed by the Consultant or any employee or agents of the Consultant or personnel furnished by the Consultant, without the prior written consent of SVAA.

3.33 Claim Notice

Consultant shall immediately report in writing to SVAA's designated representative or agent any incident that might reasonably be expected to result in any claim under any of the insurance coverage by this solicitation or the awarded Contract. Consultant agrees to cooperate with SVAA in promptly releasing reasonable information periodically as to the disposition of any claims. The designated representative for SVAA shall be the Executive Director.

3.34 SVAA/Consultant Relationship

SVAA reserves the right to award one or more Contracts to provide the required services as deemed to be in the best interest of SVAA.

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

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

3.35 Copyright Clause

All concepts, all footage, all intermediate products, all advertisements, all photographs, any final video product or other visuals and materials created for SVAA pursuant to this

solicitation shall be considered "works for hire" as defined in the intellectual property law of the United States, and shall be the exclusive property of SVAA and may be used as deemed necessary by SVAA. Any contract(s) issued pursuant to this RSQ shall be also considered "work for hire" Contracts. All intellectual property rights, including copyrights, belong solely and exclusively to SVAA, and SVAA shall have the exclusive rights to use and exploit copyrights and licenses to the extent permitted by the copyright law and Florida statutes.

3.36 Damages

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

3.37 Compliance with Federal E-Verify Regulations

Consultant will covenant and agree to the following provisions, as required by law:

- A) If and to the extent the Contract meets the criteria set forth at 48 C.F.R. § 52.222-54(e), the criteria of 48 C.F.R. § 52.222-54 are hereby incorporated by reference into the Contract as if fully set forth herein.
- B) Consultant and any of Consultant's Subcontractors shall register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility and work authorization status of all new employees hired by Consultant (or Consultant's Subcontractors) on or after the effective date of the Contract and thereafter during the remaining term of the Contract.
- C) In the event Consultant enters into a subcontract, Consultant shall require, via written contract, the Subcontractor agree to: (i) register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired on or after the effective date of the subcontract and thereafter during the remaining term of the subcontract; and (ii) provide Consultant with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Consultant shall maintain a copy of such affidavit for the duration of the Contract or the subcontract, whichever is longer. Consultant shall provide a copy of such affidavit to the County before the Subcontractor begins any work associated with the Contract. If the County has a good faith belief that a subcontractor knowingly violated the requirements set forth in this Section or Sections 448.09(1) or 448.095 of the Florida Statutes, but also has a good faith belief Consultant otherwise complied with this Section and applicable law, the County shall promptly notify Contractor and order Consultant to immediately terminate its contract with the Subcontractor. Failure to comply with said order shall constitute a material breach of the Contract.
- D) If the County has a good faith belief Consultant has knowingly violated, or if Consultant is found to have violated, this Section; Section 448.09(1), Florida Statutes; Section

448.095, Florida Statutes; or the presidential Executive order and subsequent Federal Acquisition Regulation (FAR) rule requiring federal contractors to use E-Verify, if applicable, then the following shall be true: (i) such violation shall be a material breach of the Contract by Consultant; (ii) Consultant shall indemnify, defend, and hold harmless the County from any resulting costs or expenses, including fines or penalties levied by a government agency and the County's loss or repayment of grant funds; (iii) the County may terminate the Contract immediately and without penalty and such termination shall not be or be considered a breach of the Contract; and (iv) Consultant shall be liable for any additional costs incurred by the County as a result of the termination of the Contract. Consultant acknowledges and understands that if the County terminates the Contract in accordance with this Section, Consultant shall be ineligible for award of a public contract for at least 1 year after the date on which the Contract was terminated.

3.37 Proposal Acceptance/Rejection

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

3.38 Proposal Acceptance Period

Any Proposal in response to this RSQ shall be valid through **October 1, 2025**. At the end of this time, the proposal may be withdrawn at the written request of the Respondent if no award has been made. If the Proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled regardless of the status of the proposal bond. SVAA reserves the right to request an extension of the proposals if a Contract has not been executed by **October 1, 2025**.

4.0 SUBMITTAL REQUIREMENTS

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

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

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

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

All proposals shall include, at a minimum:

Tab 1. Qualification Data

- A. A submittal letter signed by an authorized agent of the firm, as listed on the Florida Department of State, Division of Corporations’ Sunbiz report available at www.sunbiz.org (Sunbiz), shall be required. If anyone other than the officers listed on the Sunbiz website will be signing this RSQ, a memorandum of authority signed by an officer of the firm allocating authorization shall be required. If firm is not currently registered as a vendor in the State of Florida (Sunbiz), include documentation designation of contracting authority. The memorandum of authority shall be on the firm’s letterhead and shall clearly state the name, title and contact information for the individual designated by the firm.

- B. A brief profile of the firm, including:
 - 1. A brief history of the business;
 - 2. Organizational structure of business;
 - 3. Designation of the legal entity by which the business operates (i.e., sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, etc.) including documentation from the appropriate state’s agency confirming firm’s legal entity type. For non-Florida businesses, submit documentation from the state in which the business was formed and documentation from the State of Florida providing authorization to perform business in the state of Florida;
 - 4. A Florida Department of State, Division of Corporations’ Sunbiz report available at www.sunbiz.org;
 - 5. Ownership interests;
 - 6. Active business venues (counties, states, etc.);
 - 7. Present status and projected direction of business;
 - 8. The overall qualifications of the business to provide the services requested;
 - 9. The qualifications of the firm’s employees who will work on this Contract, including resumes demonstrating the experience of the personnel that will be directly involved with this project
 - 10. Taxpayer Identification Number of firm on TIN form.

Tab 2. Project schedule and approach to the project

Describe Consultant’s approach to providing the services described in the scope or work. A

narrative of the approach, hours, and personnel assigned to each task shall also be included. The awarded Consultant shall implement a plan to maximize a smooth transition from current provider and the Respondent's response to this RSQ shall describe such plan; in the event Consultant is the current provider, Consultant shall describe any changes it intends to the provision of services and its plan to continue seamless service to SVAA.

Tab 3. Resources

A brief description of what additional resources the potential Respondent possesses to complete this project.

Tab 4. Cost

Provide a flat fee service breakdown of the cost to perform the services outlined within the RSQ, including the estimated timeline required to perform the required services.

Tab 5. References

Provide three (3) references of the same or similar magnitude to this solicitation request, including company name, contact person, phone number and e-mail address. Provide a short description of each project, to include the name of the project, location, type and value. Unless specifically asked by SVAA, SVAA shall *not* be listed as a reference. (see Section 6.0)

Tab 6. Financial Stability

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

Tab 4. Forms

A. Professional Certification/Licenses

Respondent and their sub-consultants/subcontractors shall, if required by law, have a current professional license from the appropriate governing board to practice in the State of Florida at the time of its submittal. Respondent and its sub-consultants/subcontractors shall submit with their submittal, copies of any such required professional license. Licenses shall remain current for the entire term of the Contract resulting from this solicitation.

B. Insurance

Attach evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. **Final forms must contain the correct solicitation and/or project number and name of SVAA's contact person.**

Firms that have owner/operators that have filed a "Notice of Election to be Exempt" from Florida's Workers' Compensation requirements shall submit a copy with the proposal. Respondent shall

certify number of employees if sole proprietor. An exemption form is available from SVAA upon request.

Incorporated and unincorporated firms that qualify for an exemption under the Florida Worker's Compensation law in Chapter 440 Florida Statutes must submit an executed waiver relieving SVAA from liability in the event they are injured while providing goods and/or services to SVAA. Waiver forms are available from SVAA upon request.

C. Conflict of Interest Disclosure Form

All Respondents shall properly complete, have notarized, and include with their proposal the attached statement disclosing any potential conflict of interest that the Respondent may have due to ownership, other clients, contracts, or interests associated with this project. (see Section 0)

D. Completed Taxpayer Identification Number (TIN) form.

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

E. Addenda

Any addenda issued subsequent to the release of this solicitation must be signed and returned with the firm's proposal. **Failure to return signed addenda may be cause for the proposal to be considered non-responsive.**

F. Drug-Free Workplace Form

G. Certification Regarding Debarment (Prime) Form

H. Certification Regarding Debarment (Sub) Form

Tab 3. Additional Requirements

Respondent should list all Destination Marketing Organizations the firm is and has worked with. Please list any tourism associations you and your staff belong to. Please list any tourism or hospitality tradeshow or conferences you attend. Clearly make the case of your tourism background.

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5.0 PROPOSAL FORM

_____, 2024

TO: Southeast Volusia Advertising Authority
President & CEO
2238 State Road 44
New Smyrna Beach, FL 32168

The undersigned hereby declares that [*firm name*] _____ has carefully examined the specifications to furnish **SVAA Advertising and Marketing Services RSQ 25-RSQ- 110824** for which proposals were advertised to be received **no later than 3:00 p.m., EST, on November 08, 2024** and further declare that the firm will furnish the services according to specifications contained herein.

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

Sole Proprietor YES NO Total number of employees _____

Each vendor will provide an hourly cost schedule for personnel to be used to supply these services or describe the type of costing schedule normally used in these types of projects. (Submit in Tab 4)

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

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

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

Have you supplied all the Submittal Requirements outlined below?

- Tab 1 - Qualification data, Submittal Letter and/or Memorandum of Authority
- Tab 2 - Methodology
- Tab 3 – Resources
- Tab 4 – Cost Proposal
- Tab 5 – References
- Tab 6 - Financial Statement, upon request Insurance
- Tab 7 – Forms
 - Professional Certification/Licenses
 - Proof of Insurance
 - Hold Harmless Agreement and/or Notice of Election to be Exempt, if required
 - Conflict of Interest Form
 - Tax Identification Number Form
 - Any addenda pertaining to this RSQ
 - Certification Regarding Debarment (Prime) Form
 - Certification Regarding Debarment (Sub) Form
- Tab 8 – Additional Information
- Did you include a USB drive, as required in the Section entitled Submittal Form?

SVAA reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal as they may deem to be in the best interest of SVAA.

I hereby certify that I have read and understand the requirements of this Request for Statements of Qualifications No. **25-RSQ- 110124, Advertising and Marketing** and that I, as the Respondent, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any Contract(s) and/or other transactions required by award of this RSQ.

Further, as attested to by below signature, I will provide the required insurance, per Section 3.18, Insurance Requirements above, upon notification of recommendation of award.

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

x

Authorized Signature

Printed Name

Title

Date

Company Name

Full Address

Telephone

Fax

E-mail Address

Dunn & Bradstreet #

Federal I.D. #

6.0 REFERENCES

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

7.0 NOTIFICATION REGARDING PUBLIC ENTITY CRIME AND DISCRIMINATORY VENDOR LIST REQUIREMENTS AND DISQUALIFICATION PROVISION

A. Pursuant to Florida Statutory requirements, potential Respondents are notified:

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

287.133(2)(b) A public entity may not accept any Bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any Bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

287.134(2)(a) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a Bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

287.134(2)(b) A public entity may not accept any Bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any Bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

B. By submitting a proposal, the Respondent represents and warrants that the submission of its proposal does not violate Section 287.133, Florida Statutes, nor Section 287.134, Florida Statutes.

C. In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent's subcontractors and Respondent's implementer, if any, is not under investigation for violation of such statutes.

D. Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

8.0 CONFLICT OF INTEREST FORM

I HEREBY CERTIFY that

1. I, (printed name) _____, am
the
(title) _____ and the duly authorized
representative of the firm of (Firm Name) _____
whose address is _____, and
that I possess the legal authority to make this affidavit on behalf of myself and the firm for
which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of
interest, real or apparent, due to ownership, other clients, contracts, or interests associated
with this project; and,
3. This Submittal is made without prior understanding, agreement, or connection with any
corporation, firm, or person submitting a proposal for the same services, and is in all
respects fair and without collusion or fraud.

EXCEPTIONS to items above (List):

Signature: _____ Date: _____

Printed Name: _____

Firm Name: _____

STATE OF _____

COUNTY OF _____

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

NOTARY PUBLIC – STATE OF _____

Type or print name:

Commission No.: _____

(Seal) Commission Expires: _____

9.0 CERTIFICATION REGARDING DEBARMENT (PRIME)

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

TO BE COMPLETED BY PRIME CONTRACTOR (CONSULTANT)

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

Name and Title

Date

Signature

Firm

Street address

City, State, Zip

10. CERTIFICATION REGARDING DEBARMENT (SUB)

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

TO BE COMPLETED BY ALL SUBCONTRACTORS (SUBCONSULTANTS)

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

Name and Title

Date

Signature

Firm

Street address

City, State, Zip

**EXHIBIT A
INSURANCE REQUIREMENTS**

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1. Required Types of Insurance

The Contractor shall purchase and maintain at its own expense, during the term of the Agreement, the types and amounts of insurance with limits no less than those shown below, in the form and from companies satisfactory to the County are detailed in *Figure 1* below. *Figure 1* is a listing and general summary of insurance policies required and is not intended to be comprehensive as to the requirements of each specific policy. Contractors shall review the additional requirements in this Exhibit A and ensure that the insurance policies comply with the specific terms and conditions therein.

Figure 1:

TYPE OF INSURANCE	
WORKERS COMPENSATION <input checked="" type="checkbox"/> Waiver of Subrogation in favor of County & Southeast Volusia Advertising Authority (SVAA)	Florida Statutory Coverage
COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> Occurrence Basis <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> County Additional Insured <input checked="" type="checkbox"/> Waiver of Subrogation in favor of County & Southeast Volusia Advertising Authority (SVAA)	EACH OCCURRENCE \$ 1,000,000
	GENERAL AGGREGATE \$ 2,000,000
	Premises-Operations \$ 100,000
	Products & Completed Ops
	Personal & Adv Inj. \$ 100,000
AUTO LIABILITY <input checked="" type="checkbox"/> Any Auto	Combined Single Limit \$ 100,000
	Bodily Injury (Per person) \$
	Bodily Injury (Per accident) \$
	Property Damage (Per Accident) \$
<i>Note: If contractor does not own any vehicles, Contractor shall have coverage symbol 8 (Hired Autos) and coverage symbol 9 (Non-Owned Autos).</i>	
PROFESSIONAL LIABILITY Media & Advertising Liability <input checked="" type="checkbox"/> County Additional Insured <input checked="" type="checkbox"/> Primary & Non-Contributory <input checked="" type="checkbox"/> Waiver of Subrogation in favor of County & Southeast Volusia Advertising Authority (SVAA)	\$ 1,000,000/Claim \$ 2,000,000/Aggregate
CANCELLATION: Thirty (30) days written notice of cancellation is required to the Certificate Holder:	

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<p>Certificate Holder:</p> <p>Southeast Volusia Advertising Authority Debbie Meihls 2238 SR 44 New Smyrna Beach, FL 32168</p> <p>ATTN:</p>	
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- A. For the purposes of indemnification of the County or an endorsement or insurance coverage under this Agreement/Contract under which the County is a “named insured”, “additional named insured”, or “additional insured”, the term “County” includes the County of Volusia (a body corporate and politic and a subdivision of the State of Florida), including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status.
- B. The policy limits for all required policies in *Figure 1* shall apply separately from one another and shall not be shared with any other coverage line or reduce the aggregate limit of any other insurance coverage form required in this exhibit.
- C. Subcontractors and Independent Contractors. All subcontractors & independent contractors utilized by Contractor to provide services to County and its employees under this Agreement/Contract shall be required to maintain all insurance policies with the same terms, conditions, and requirements required of the Contractor in Figure 1 above and described below in this Exhibit.
- D. Claims Made Basis Insurance Policies. All insurance policies written on a Claims Made Form shall maintain a retroactive date prior to or equal to the effective date of the Agreement. The Contractor shall purchase a Supplemental Extended Reporting Period (“SERP”) with a minimum reporting period of not less than three (3) years in the event the policy is canceled, not renewed, switched to occurrence form, or any other event which requires the purchase of a SERP to cover a gap in insurance for claims which may arise under or related to the Agreement. The Contractor’s purchase of the SERP shall not relieve the Contractor of the obligation to provide replacement coverage. In addition, the Contractor shall require the carrier immediately inform the Contractor, the County Risk Manager, and the Purchasing and Contracts Division of any contractual obligations that may alter its professional liability coverage under the Agreement.
- E. Risk Retention Groups and Pools. Contractor shall not obtain an insurance policy required under this Agreement from a Risk Retention Group or Pool.
- F. Minimum Required Policies and Limits. Minimum underlying policies, coverages, and limits shall include all policies listed in *Figure 1*.
- G. Additional Insured, Policies, Coverages, Limits, Primary and Non-Contributory Basis. Under all insurance policies where the County is required to be an additional insured, the coverage and limits provided to the County under Contractor’s insurance policies shall be that listed in *Figure 1* or the Contractor’s actual limits,

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whichever is higher. All coverage provided to the County as an additional insured by said policies shall be primary and shall not be additional to or contributing with any other insurance or self-insurance maintained by the County or any other insurance contractually available for the benefit of the County. Contractors performing construction projects shall utilize ISO Forms CG 20 38 and CG 20 37, or their equivalents to provide additional insured status to the County and any party to whom the County is contractually bound to provide additional insured status under a commercial general liability policy.

- H. Workers' Compensation. Workers' Compensation insurance is required for all employees of the Contractor, employed or hired to perform or provide work or services under the Agreement or that is in any way connected with work or services performed under the Agreement, without exclusion for any class of employee, and shall comply fully with the Florida Workers' Compensation Law (Chapter 440, Florida Statutes, Workers' Compensation Insurance) and include Employers' Liability Insurance with limits no less than the statutory amount. Policy shall be endorsed with NCCI form WC 00 03 13 providing a waiver of subrogation in favor of the County. If Contractor is using a "leased employee" or an employee obtained through a Professional Employer Organization ("PEO"), Contractor is required to have such employees covered by worker's compensation insurance in accordance with Florida Worker's Compensation law. The PEO shall endorse its workers compensation policy with NCCI form WC 00 03 13 providing a waiver of subrogation in favor of the County, its employees and insurers.
- i. Contractor and its Subcontractors, or any associated or subsidiary company doing work on County property or under the Agreement must be named in the Workers' Compensation coverage or provide proof of their own Workers' Compensation coverage, without exclusion of any class of employee, and with a minimum of the statutory limits per occurrence for Employer's liability coverage. Further, if the Contractor's Subcontractors fail to obtain Workers' Compensation insurance and a claim is made against the County by the uncovered employee of said Subcontractor of the Contractor, the Contractor shall indemnify, defend, and hold harmless the County from all claims for all costs including attorney's fees and costs arising under said employee(s) Workers' Compensation insurance claim(s).
- I. Commercial General Liability Insurance. The Contractor shall obtain and maintain Commercial General Liability insurance, with limits of not less than the amounts shown *in Figure 1*. Contractor shall not obtain an insurance policy wherein the policy limits are reduced by defense and claim expenses. Such insurance shall be issued on an occurrence basis and include coverage for the Contractor's operations, independent contractors, and Subcontractors protecting itself, its employees, agents, Contractors or subsidiaries, and their employees or agents for claims for damages caused by bodily injury, property damage, or personal or advertising injury, and products liability/completed operations including what is commonly known as Coverages A and B. Such policies shall include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person or entity by the Contractor or by any of its Subcontractors arising from work or services performed under the Agreement. Policy shall include either contractual insurance or a designated contract contractual liability coverage endorsement, indicating expressly the Contractor's

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Agreement to indemnify, defend and hold harmless the County as provided in the Agreement. The commercial general liability policy shall provide coverage to County when it is required to be named as an additional insured either by endorsement or pursuant to a blanket additional insured endorsement, for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of any endorsements excluding or limiting coverage for Bodily Injury, Property Damage, Products/Completed Operations, Independent Contractors, Property of County in Contractor's Care, Custody or Control or Property of County on which contracted operations are being performed, Explosion, Collapse or Underground hazards (XCU Coverage), Contractual Liability or Separation of Insureds.

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

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

- J. Motor Vehicle Liability. The Contractor shall secure and maintain during the term of the Agreement a motor vehicle liability policy with a combined single limit of no less than the amounts shown in *Figure 1* for bodily injury and property damage arising from the ownership, maintenance, or use of a motor vehicle. Policy shall be written **with Coverage Symbol 1 (Any Auto), providing coverage for all autos operated regardless of ownership, or with Coverage Symbols 7, 8, & 9 (Scheduled, Hired, & Non-Owned vehicles).** The County shall be an additional insured under this policy when required in *Figure 1*. ***If Motor Vehicle Liability is by endorsement to another policy required in Figure 1, then the limits for Motor Vehicle Liability shall be separate (they shall not be shared) and in addition to the underlying policy limits. If endorsed to another policy required in Figure 1, Motor Vehicle Policy Limits shall apply on a per occurrence basis and shall not have an aggregate limit.***
- K. Professional Liability - Media & Advertising Agency Liability. The Contractor shall secure and maintain, during the term of the Agreement, Professional Liability insurance with limits of no less than the amount shown in *Figure 1*. Such policy shall cover all the Contractor's or its Subcontractor's professional liabilities whether occasioned by the Contractor or its Subcontractors, or its agents. The County shall be an additional insured under this policy when required in *Figure 1*. Policy shall include, but not be limited to public appearances, print, broadcast, and on-line activities. Policy shall be endorsed to be primary and non-contributory with any insurance or self-insurance maintained by or available to County and to provide a waiver of subrogation in favor of County. Policy shall include, but not be limited to, coverage for infringement of copyright; any form of defamation or other tort related to disparagement or harm to either character or reputation of a person or organization; invasion or interference with rights of privacy or publicity; infringement or dilution of title, slogan, trademark, trade name, trade dress; breach

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of license to use third party's trademarked or copyrighted material or content; and errors or omissions in the performance of advertising services.

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

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

2. Insurance Requirements

A. General Insurance Requirements:

- i. All insurance policies shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of A- and a Financial category size of VIII or greater in the "Best Key Rating Guide" published by A.M. Best & Company, Inc.
- ii. Approval by County of any policy of insurance shall not relieve Contractor from its responsibility to maintain the insurance coverage required herein for the performance of work or services by the Contractor or its Subcontractors for the entire term of the Agreement and for such longer periods of time as may be required under other clauses of the Agreement.
- iii. Waiver of Subrogation. The Contractor hereby waives all rights against the County and its Subcontractors for damages by reason of any claim, demand, suit or settlement (including workers' compensation) for any claim for injuries or illness of anyone, or perils arising out of the Agreement. The Contractor shall require similar waivers from all its Subcontractors. Contractor's insurance policies shall include a waiver of subrogation in favor of the County. This provision applies to all policies of insurance required under the Agreement (including Workers' Compensation, and general liability).
- iv. County Not Liable for Paying Deductibles. For all insurance required by Contractor, the County shall not be responsible or liable for paying deductibles for any claim arising out of or related to the Contractor's business or any Subcontractor performing work or services on behalf of the Contractor or for the Contractor's benefit under the Agreement.
- v. Cancellation Notices. During the term of the Agreement, Contractor shall be responsible for promptly advising and providing the County Risk Manager and the Purchasing and Contracts divisions with copies of notices of cancellation or any other changes in the terms and conditions of the original insurance policies approved by the County under the Agreement within two (2) business days of receipt of such notice or change.
- vi. Contractor's obligations or services shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity or insurance

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defense of additional or named insureds which would otherwise exhaust or be unavailable as to a party or person described in this Agreement.

Proof of Insurance

- A. The Contractor shall be required to furnish evidence of all required insurance in the form of certificates of insurance, which shall clearly outline all hazards covered as itemized herein, the amounts of insurance applicable to each hazard and the expiration dates.

- B. The Contractor shall furnish proof of insurance acceptable to the County prior to or at the time of execution of the Agreement and the Contractor shall not commence work or provide any service until the Contractor has obtained all the insurance required under the Agreement and such insurance has been filed with and approved by the County. Upon request from the County, the Contractor shall furnish copies of all required policies and any changes, endorsements, or amendments thereto, immediately, to the County, the County Risk Manager, and Purchasing and Contracts Divisions, prior to and any time after the commencement of any contractual obligations. The Agreement may be terminated by the County, without penalty or expense to County, if at any time during the term of the Agreement proof of any insurance or copies of any insurance policies required hereunder are not provided to the County upon request.

- C. All certificates of insurance shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by this Section. No work or services by Contractor or its Subcontractors shall be commenced until County has approved these policies or certificates of insurance. Further, the Contractor agrees that the County shall make no payments pursuant to the terms of the Agreement until all required proof or evidence of insurance has been provided to the County. The Agreement may be terminated by the County, without penalty or expense, if proof of any insurance required hereunder is not provided to the County.

- D. The Contractor shall file replacement certificates with the County at the time of expiration or termination of the required insurance occurring during the term of the Agreement. In the event such insurance lapses, the County expressly reserves the right to renew the insurance policies at the Contractor's expense or terminate the Agreement but County has no obligation to renew any policies.

- 3. The provisions of this Exhibit A, shall survive the cancellation or termination of the Agreement.