

**TOURISM & MARKETING STUDY**  
**County of Volusia Florida**  
**11-SQ-85JJ**

**Volusia County Council**  
**February 17, 2011**



## **SCOPE OF SERVICE**

The County is seeking a qualified firm to review and provide feedback and recommendations of the following areas:

- ✓ **Perform S.W.O.T. (strengths, weaknesses, opportunities and threats analysis) of current marketing plans.**
- ✓ **Evaluate/compare marketing strategies and funding.**
- ✓ **Analyze/evaluate Volusia County's advertising and marketing agencies and the Ocean Center.**
- ✓ **Research marketing efforts at targeting desired audience.**
- ✓ **Examine current structure of three advertising authorities and Ocean Center performing marketing.**
- ✓ **Explore concept of shared marketing vehicles.**
- ✓ **Research perception of the area as a destination for tourism and conventions.**
- ✓ **Explore new funding sources for marketing.**
- ✓ **Propose and provide any recommendations or perform any research that the county has not specified in this RSQ which is critical to the success of the marketing of tourism and the Ocean Center.**
- ✓ **Analyze current marketing strategies of the Ocean Center and county's tourism and advertising authorities and the effectiveness of the marketing efforts.**



## QUALIFICATIONS

The preferred firm will have significant and demonstrated experience in developing and implementing projects of similar size/scope, possess and demonstrate the following:

- ☑ **Proven experience in evaluating marketing strategies in the areas of hotel, convention and tourism.**
- ☑ **Experience in hospitality feasibility and efficiency studies.**
- ☑ **Experience in evaluating the effectiveness of all marketing media types, including social media in marketing campaigns.**
- ☑ **Knowledge and experience in dealing with advertising and marketing authorities.**
- ☑ **Background in financial analysis and cost comparisons.**
- ☑ **Ability to read and interpret financial statements.**
- ☑ **Resources to gather data on comparable venues and destinations.**

## **DELIVERABLES**

The awarded firm will provide to the County, in relation to the scope of work, the following deliverables:

- ✓ **A recap of all areas included in the study.**
  - ✓ **Including groups interviewed, surveys taken and steps taken in the study.**
- ✓ **Summarize results of all studies and recommendations.**
- ✓ **Cost analysis/financial impact to the county in savings or expenses, as a result of implementing changes.**
- ✓ **A comprehensive report and evaluation of the recommended efficiencies in operation and management to ensure maximum effectiveness of existing marketing efforts.**
- ✓ **Recommendations of possible alternatives.**
- ✓ **Recommendations to track results.**
- ✓ **A report on additional revenue options to enhance existing marketing programs to create the largest economic impact to the county.**

# **SELECTION CRITERIA**

Each proposal shall be evaluated using the following criteria:

- ☑ **Proper submittal of ALL documentation as required by this proposal.**
- ☑ **The greatest benefits to Volusia County as it pertains to:**
  - ☑ **Qualifications of the firm and the employees assigned to the county.**
  - ☑ **Resources of the firm.**
  - ☑ **Experience / references, including timeliness of performance in projects related to the scope.**
  - ☑ **Project approach.**
  - ☑ **Estimated cost of the project.**
  - ☑ **Financial stability of the firm.**
  - ☑ **Proposed schedule.**
  - ☑ **Current workload.**



# QUESTIONS





**FINANCIAL AND ADMINISTRATIVE SERVICES**

**Purchasing and Contracts**

123 West Indiana Avenue • Room 302 • DeLand, FL 32720-4608

(386) 736-5935 • Fax (386) 736-5972

e-mail: [purchasing@co.volusia.fl.us](mailto:purchasing@co.volusia.fl.us); [www.volusia.org](http://www.volusia.org)

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**Submittal Due Date**

**Wednesday, April 20, 2011**

**Submittal Due Time**

**3:00 p.m.**

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**Submit Responses To:**

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

**Project Contact**

Analyst's Name : Jeaniene Jennings  
Phone: 386-822-5789 • Fax : 386-736-5935  
E-mail: [jjennings@co.volusia.fl.us](mailto:jjennings@co.volusia.fl.us)  
[www.volusia.org/bidlist](http://www.volusia.org/bidlist)

**11-SQ-85JJ**  
**Tourism and Marketing Study, County of Volusia**  
**Florida**

The purpose of the Request for Statement of Qualifications (RSQ) is to select the most highly qualified firm to provide the requested services. Submittals will be reviewed and evaluated as to qualifications to perform the services required by a selection committee, which for this RSQ will be the County Council of Volusia County.

It is anticipated that one shall be selected to provide the necessary services for a contract period of three (3) years.

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

Expressions of interest and qualification data will be received at the Office of the Volusia County Director of Purchasing & Contracts, 123 W. Indiana Avenue, 3rd Floor, Room **302**, DeLand, FL 32720-4608, **until 3:00 p.m. on Wednesday, April 20th, 2011.** Submittals received after this deadline **will not** be considered for award.

## **BACKGROUND**

Volusia County is situated on the east coast of Central Florida, our 47 miles of Atlantic Ocean beaches are a world-class playground, with beachfront cities including Daytona Beach, Ormond Beach and New Smyrna Beach. Located in the heart of the Daytona Beach resort area, and 400 feet from the Atlantic Ocean, the Volusia County Ocean Center is the area's convention, entertainment and sports complex. The Ocean Center is a multi-use facility that hosts conventions, tradeshow, concerts, banquets, family entertainment shows and sporting events. The Ocean Center recently completed an eighty-one million dollar expansion and renovation which virtually doubled the size of the facility. The Ocean Center currently has 205,000 square feet of interior meeting space. Listed below are the details of the expanded Ocean Center space:

- Exhibit space: 164,000 square feet - interior; 100,000 square feet - exterior; utilities every 30 feet, ceiling heights from 22 to 45 feet; six loading docks with self-adjusting levelers; drive-in door 20 feet x 16 feet
- Arena: 42,000 square feet; 9,600 seats; 45-foot ceiling; drive in door 13.5 feet x 14 feet; two loading docks; portable staging; two 400 amp power services
- Meeting rooms: 32,000 square feet; 32 breakout rooms; executive boardroom; VIP suite; easy sound and lighting controls
- Banquet hall: 12,000 square feet; banquet seating for 850

In addition to the Ocean Center which has an annual marketing budget of \$664,134.00, the County has three advertising authorities whose mission is to develop and support marketing and advertising programs intended to increase the flow of tourism dollars into Volusia County to enhance its image as a tourism destination. The advertising authority's area as follows: Halifax Area Advertising Authority which has a marketing budget of \$3,961,185.00, Southeast Volusia Advertising Authority with a marketing budget of \$851,341.00 and West Volusia Tourism Bureau with a marketing budget of \$168,855.00. The Halifax Area Advertising Authority is additionally responsible for promoting convention and meetings.

## **SCOPE OF SERVICE**

The County is seeking a qualified firm to review and provide feedback and recommendations of the following areas:

- Perform S.W.O.T (strengths, weaknesses, opportunities and threats analysis) of current marketing plans of the Ocean Center and three advertising authorities.
- Evaluate how the areas marketing strategies and funding compare to similar destinations and convention centers, including competing convention destinations.
- Identify and recommend adequacy of marketing budgets for a facility the same age and size of the Ocean Center and compare marketing budgets for tourism for a destination similar to Volusia County.
- Analyze and evaluate the structure of Volusia County's advertising and marketing agencies and the Ocean Center and their relationship to one another.

- Research to determine if marketing efforts are targeting desired audience for tourism and convention business.
- Examine current structure of having three advertising authorities and Ocean Center performing marketing, and the duties within and between the agencies.
- Explore concept of shared marketing vehicles for the Ocean Center and tourism.
- Research and report on perception of the area as a destination for tourism and conventions.
- Explore possible new funding sources for marketing of tourism and conventions.
- Propose and provide any recommendations or perform any research that the County has not specified in this RSQ which is critical to the success of the marketing of tourism and the Ocean Center.
- Analyze current marketing strategies of the Ocean Center and county's tourism and advertising authorities and the effectiveness of the marketing efforts.

### **QUALIFICATIONS**

The preferred firm will have significant and demonstrated experience in developing and implementing projects of similar size and scope. The preferred firm will also possess and demonstrate the following:

- Proven experience in evaluating marketing strategies in the area of hotel, convention and tourism.
- Experience in hospitality feasibility and efficiency studies.
- Experience in evaluating the effectiveness of all marketing media types, including social media in marketing campaigns.
- Knowledge and experience in dealing with advertising and marketing authorities.
- Background in financial analysis and cost comparisons.
- Ability to read and interpret financial statements.
- Resources to gather data on comparable venues and destinations.

### **DELIVERABLES**

It will be the responsibility of the awarded firm to provide to the county in relation to the scope of work the following deliverables:

- A. A recap of all areas which were included in the study, including groups interviewed, surveys taken and steps taken in the study. Summarize results of all studies and recommendations.

- B. Cost analysis of what the impact will be financially to the county in savings or expenses, as a result of implementing changes.
- C. A comprehensive report and evaluation of the recommended efficiencies in operation and management to ensure maximum effectiveness of existing marketing efforts. Also include recommendation of possible alternatives and provide ways to track results.
- D. A report on additional revenue options to enhance existing marketing programs and create the largest economic impact to the county.

**SELECTION CRITERIA** Each proposal shall be evaluated using the following criteria:

- A. Proper submittal of **ALL** documentation as required by this proposal.
- B. The greatest benefits to Volusia County as it pertains to:
  - 1. Qualifications of the firm and the employees assigned to the County;
  - 2. Resources of the firm;
  - 3. Experience / references, including timeliness of performance in projects related to the scope.
  - 4. Project approach.
  - 5. Estimated cost of the project
  - 6. Financial stability of the firm.
  - 7. Proposed schedule.
  - 8. Current workload.

**PROPOSED SCHEDULE**

03/09/2011 .....Release date for Request for Statement of Qualifications  
 03/29/2011 .....Pre-solicitation Conference  
 04/06/2011 .....Final date to receive written questions  
 04/13/2011 .....Release date for answers to written questions  
 04/20/2011 .....Closing Date

**PRE-SOLICITATION CONFERENCE**

- A. A pre-solicitation conference will be held in the Purchasing Conference Room, 123 W. Indiana Avenue, 3rd Floor, DeLand, FL, at 2:00 p.m., local time, Tuesday, March, 29, 2011. While this is not mandatory, all interested parties are encouraged to attend and participate.
- B. In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities and who need special accommodations to participate in the proceedings should contact the Volusia County Purchasing and Contracts Office in DeLand with a written request at least two (2) business days prior to the meeting date. Facsimiles are acceptable and may be sent to 386-736-5972.

## **PUBLIC PROPOSAL OPENING**

- A. Pursuant to Section 119.071(1)(b)1.a, Florida Statutes, proposals (“responses”) and the completed tabulation will be available for inspection within ten (10) days of response opening. Contact the Purchasing and Contracts Office during regular business hours to inspect responses and the completed tabulation or, for inspection of the completed tabulation, go to <http://vcservices.vcgov.org/bidlistnet1/>. The foregoing notwithstanding, if, prior to the County’s making responses available for inspection, the County rejects all responses and concurrently provides notice of the County’s intent to reissue the solicitation, then the County may avail itself of the exemption for rejected responses set forth in Section 119.071(1)(b)1.b, Florida Statutes, to the extent such section may apply.
- B. In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities and who need special accommodations to participate in the proceedings should contact the Volusia County Purchasing and Contracts Office in DeLand with a written request at least two (2) business days prior to the meeting date. Facsimiles are acceptable and may be sent to 386-736-5972.

## **AWARD**

The County reserves the right to award the contract to the respondent(s) that the County deems to offer best proposal for the particular use, as deemed by the County, in its sole discretion. In addition, the County has the sole discretion and reserves the right to cancel this RSQ, to reject any/all proposals, to waive any/all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the County to do so. Nothing prohibits the County from rejected the solicitation when responses exceed budget and the County must change the solicitation to lower costs. The County also reserves the right to make multiple awards based on experience and qualifications or to award only a portion of the items and/or services specified, if deemed to be in the County’s best interest.

## **INSURANCE REQUIREMENTS**

The firm agrees to provide and maintain at all times during the term of any agreement resulting from this RSQ, or for such longer periods as may be required, without cost or expense to the County of Volusia, policies of insurance insuring the firm against any and all claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the firm under the terms and provisions of this agreement. The awarded vendor shall secure and maintain, at its sole cost and expense during the contract term, the following insurance:

- Commercial General Liability – in the amount of \$1 million aggregate/\$1 million per occurrence.
- Professional Liability coverage – in the amount of \$1,000,000, with a maximum deductible of \$10,000.00
- Automobile Liability - in the amount of \$100,000/300,000 / any auto

- Workers Compensation – As required by Florida law.

All insurance policies shall be issued by insurers licensed to do business in the State of Florida and any insuring firm is required to have a minimum rating of **A-**, Class VIII, in the "Best Key Rating Guide" published by A.M. Best & Firm, Inc.

Requirements for proposers that qualify for an exemption under the Florida Worker's Compensation law in Chapter 440 Florida Statutes are detailed below:

Incorporated or unincorporated firms with fewer than four employees shall be required to sign a Hold Harmless Agreement relieving the County of liability in the event they and/or their employees are injured while providing goods and/or services to the County.

Incorporated or unincorporated firms with four or more employees shall be required to provide a copy of their "Notice of Election to be Exempt", along with valid proof of coverage for non-exempt employees.

The Hold Harmless Agreement mentioned above shall be returned with the bid proposal as detailed in the Submittal Requirements, if required.

The County reserves the right to request a copy of the complete insurance policy(ies) and any endorsements for the insurance referenced above. A certificate of insurance indicating that the respondent has coverage in accordance with the requirements herein set forth shall be furnished prior to the execution of the contract and annually upon renewal thereafter. **The respondent shall either cover any subcontractors and/or independent contractors on its policy or require the subcontractors to conform to all requirements for insurance contained herein.**

Respondent agrees that County will make no payments pursuant to the terms of the contract until all required proof or evidence of insurance has been provided to the County Representative. Respondent agrees that the insurer shall waive its rights of subrogation, if any, against the County on Commercial General Liability and Workers Compensation insurance coverage. The ACORD certificate of Liability Insurance, with endorsements shall be completed by the authorized Resident Agent and returned to the Purchasing and Contracts Office. This certificate shall be dated and show:

- A. The name of the insured bidder, the specified job by name, name of the insurer, the number of the policy, its effective date and its termination date.
- B. Statement that the Insurer will mail notice to the County at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
- C. **County shall be additional named insured on Commercial General Liability Insurance.**

Loss Deductible Clause: The County shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the bidder and/or sub-consultant providing such insurance.

## **Contract**

- A. The contents of this RSQ and all provisions of the successful proposal deemed pertinent by the County shall be, at the sole discretion of the County, incorporated into a separate contract and become legally binding on the selected proposer. Content of the contract may contain changes as a result of the RSQ process and submittal received. The contract shall include, at minimum, the terms and conditions as outlined in RSQ and subject to review by the County attorney or designee for determination of legal form and substantive sufficiency prior to approval and execution.
- B. The Director of Purchasing and Contracts, County Manager and County Chair are the sole contracting officers of contract and they or their designees are authorized to make contract changes.
- C. County of Volusia shall not be responsible for any order, change substitution or any other discrepancy from the contract, without an amendment to the contract.

## **DISCLOSURE OF PROPOSAL CONTENT**

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

**EXPENSES INCURRED:** This invitation does not commit the County to award a contract, nor shall the County be responsible for any cost or expense incurred by any respondent in preparing and submitting a reply, nor for any cost or expense incurred by any respondent prior to the execution of a contract agreement. The County reserves the right to require any or all respondents to appear for interviews and/or oral presentations at no cost to the County.

**AMERICANS WITH DISABILITIES ACT:** In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in the proceedings should contact the Volusia County Purchasing and Contracts Office with a written request at least two (2) business days prior to the meeting date. Facsimiles are acceptable and may be sent to 386-736-5972.

**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.

## **LIMITATION OF LIABILITY AND REMEDIES**

**Sovereign Immunity.** The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes or its successor. Notwithstanding anything set forth in any Section of an Agreement to the contrary, nothing in an Agreement shall be

deemed as a waiver of immunity or limits of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the County for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

If Consultant should become entitled to claim damages against the County for breach of contract arising from an Agreement, County will be liable only for the amount of Consultant's actual direct damages up to the amount of an Agreement that is the subject of the claim. In no event shall either Party be liable to the other for any incidental, indirect, special, punitive or consequential damages even if the Party knew or should have known about the possibility of such damages for violations of any provision of an Agreement.

### **TERMINATION**

The performance of Work or Services under an Agreement may be terminated by the County in accordance with this clause in whole or from time to time in part, upon at least thirty (30) days prior written notice to Consultant whenever the County shall determine that such termination is in the best interest of the County. Any such termination shall be effected by delivery to the Consultant of a Notice of Termination specifying the extent to which performance of work under an Agreement is terminated, and the subsequent date upon which such termination becomes effective.

County may terminate an Agreement in whole or part for convenience at will or for non-appropriation of funds by County. Upon receipt of such notification, Consultant shall inform County of the extent to which performance is completed and unless notified in writing by the County otherwise, the Consultant shall take no further steps towards completion of the Project. Upon payment by County, Consultant shall deliver to County any and all completed Deliverables and Deliverables-in-progress that then exist for the Project. If the County terminates the Project due to the Consultant's failure to meet a completion deadline as set forth in an Agreement, the County may seek the services for the Project from another consultant and no sums shall be due to the Consultant as a result of any work or services that have been performed by the Consultant for the Project.

**DELIVERY OF PROPOSALS:** Firms interested in providing the required professional services shall submit twelve (12) complete sets of the proposals:

- **One (1)** hard copy marked "ORIGINAL"
- **Ten (10)** hard copies marked "COPY"
- **One (1) COMPLETE electronic copy on a CD in PDF format (Excel spreadsheets shall not be recorded in PDF).**

*Note the **solicitation number** and **name of company on the disk**.*

**DO NOT SEND CONFIDENTIAL INFORMATION,  
PROPRIETARY INFORMATION OR TRADE SECRETS**

Failure to provide the required copies and information may result in the proposal not being

considered. Submittals shall be clear, concise, indexed by subject, typed on letter size paper, in portrait format and individually bound. Submittals shall be mailed or delivered in a sealed package clearly marked on the outside with the project name, invitation number, and due date. Packages shall be received in the Volusia County Purchasing Office by the advertised deadline.

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

**QUESTIONS/EXCEPTIONS and COMMUNICATION RE: RSQ #11-SQ-85JJ**

- A. It is incumbent upon each respondent to carefully examine this solicitation’s specifications, scope of work/service, terms, and conditions. Questions and exceptions concerning any section of this RSQ shall be directed by letter, facsimile transmission or by e-mail to the Purchasing Director named in the RSQ, who shall be the official point of contact for this RSQ. Questions and exceptions shall be submitted no later than fourteen (14) days before the closing date. Thereafter, no further questions or exceptions will be accepted or reviewed by the County and respondents’ right to submit questions or exceptions will terminate and any questions or exceptions not previously made shall be deemed waived. The issuance of a written addendum is the only official method by which interpretation, clarification, or additional information can be given and oral representations will not be binding on the County.
  
- B. Unless authorized by paragraph A, no respondent, including its employees, agents, attorneys or any person or entity requested or retained by respondent to speak on its behalf, may communicate with any member of the selection or evaluation committee or the county council regarding its potential or actual proposal from any other entity or person, from the time of the release of this RSQ until the approval of a contract by the county council. Alleged violation of this paragraph shall be investigated by the Director. If the Director concludes that a material violation did occur, any proposal submitted by the respondent may be disqualified from consideration of an award under this RSQ upon concurrence by the County Manager. For purposes of this paragraph, material shall mean a communication which attempts to or actually conveys any information sought in a proposal under this RSQ, or communication which can be reasonably determined to be an attempt to influence the decision of any member of the selection, evaluation committee or county council under this RSQ.
  
- C. Mark cover page or envelope(s) **“Questions/Exceptions re: 11-SQ-85JJ Tourism and Marketing Study, County of Volusia Florida.”**

Submit questions to:

Jeaniene Jennings, Director of Purchasing and Contracts

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

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

E-mail:.....jjennings@co.volusia.fl.us

- D. If it becomes necessary for the County to revise any part of this RSQ, an addendum will be posted on the County’s web site. It is each respondent’s responsibility to check the Volusia County web site at <http://vcservices.vcgov.org/bidlistnet1> for any addenda. Each respondent should ensure that they have received all addenda to this RSQ before submitting their proposal. In the proposals, respondents must provide proof of receipt of each addendum by signing each addendum and returning each addendum to the County. Failure to provide this proof may cause respondent’s proposal to be rendered non-responsive.
  
- E. Each Addendum issued by the County shall become a material part of this solicitation and

resulting contract and shall be the final decision on the subject of the addendum.

**PROPOSAL ACCEPTANCE PERIOD**

Any proposal in response to this RSQ shall be valid through for three months from the closing date. 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 RSQ is canceled regardless of the status of the Proposal Bond. The County reserves the right to request an extension of the proposals if the contract has not been negotiated in three months from the closing date.

**Remainder of the page left blank**

## **SUBMITTAL REQUIREMENTS**

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 and sections tabbed in the following order. 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:

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

- A. Submittal Letter signed by authorized agent of the firm with **documentation**, such as a Memorandum of Authority, that this individual is authorized to commit the firm to a contract. Clearly state the name, title and contact information for the individual designated by the firm as contact point for any requests for additional information required by County.
- B. A brief profile of the firm which shall include at a **minimum**:
  - 1. A brief history of the business
  - 2. Organizational structure of business
  - 3. Ownership interests
  - 4. Active business venues (counties, states, hotels, convention centers etc.) and listing of the current workload of the firm.
  - 5. Provide a list of all recent or current business affiliations with Volusia County government, the Ocean Center, any of the three advertising authorities, the Daytona Beach Convention and Visitors Bureau (CVB) or any national or local hotel chains currently doing business in Volusia County.
  - 6. The overall qualifications of the business to provide the services requested
  - 7. Documentation from the appropriate state's agency confirming firm's legal entity type (i.e., sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, etc.). 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.
- C. Resumes demonstrating the experience of the personnel directly involved in this project.

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

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

**Tab 3. Resources**

A brief description of what additional resources the potential vendor possesses to complete this project. Included shall be media outlets, partnering groups or organizations. Include any groups or memberships that the firm is a member of which would benefit the County in maximizing outreach for information.

**Tab 4. Cost**

Proposer is to provide an estimated cost to the County to perform this study as specified in the scope of services. This section shall also include an estimated blended hourly rate and shall show what is included in the blended rate.

**Tab 5. References**

Provide three (3) references of the same or similar magnitude to this solicitation request, including company name, contract person, phone number and e-mail address. Provide a short description of each project, to include the name of the project, location, type, value, completion time of project. In addition, please respond if the project was completed on time and within the budget.

**Tab 6. Business Tax Receipt (BTR)**

To be responsive to this solicitation, each Respondent who is currently required to have a Business Tax Receipt (BTR) at the time of submittal shall provide a copy of their current BTR in their **response** to this solicitation.

There are two exceptions to this bid submission requirement:

- A. If Respondent's business does not have a physical location in Volusia County, no submission is required, *or*
- B. If Respondent's business type is exempted, submit a Proof of Exemption approved by the Volusia County Revenue Director (see Exhibit X).

See <http://www.municode.com/resources/gateway.asp?pid=11665&sid=9> for Ch. 114, Article I, Sect. 114-1 of the Volusia County Code of Ordinances.

**Tab 7. 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.**

**Tab 8. 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](http://www.volusia.org/purchasing) under Vendor Self Service, which links to the registration site and the TIN form can be accessed through this site as well.

**Tab 9. Conflict of Interest Disclosure Form (USE ATTACHED FORMS)**

All Respondents shall properly complete, have notarized and attach with their proposal the attached notarized disclosure statement of any potential conflict of interest that the Respondent may have due to ownership, other clients, contracts or interests associated with this project.

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

I hereby certify that I have read and understand the requirements of this Solicitation No. **11-SQ-85JJ "Tourism and Marketing study, County of Volusia Florida."**, and that I, as the bidder, 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 *Insurance Requirements* section above, upon notification of recommendation of award.

---

The vendor acknowledges that information provided in this bid 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. #

---

**I HEREBY CERTIFY that**

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

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

Signature: \_\_\_\_\_ 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.: \_\_\_\_\_

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

(Seal)

**Notification Regarding Public Entity Crime and Discriminatory  
Vendor List Requirements and Disqualification Provision**

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

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

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

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

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

B. By submitting a proposal, the Respondent represents and warrants that the submission of its proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005).

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

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



**PROOF OF EXEMPTION  
FINANCIAL AND ADMINISTRATIVE SERVICES  
REVENUE DIVISION**

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

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

<http://volusia.org/revenue/>

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

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Florida Statute 205. 063 | <input type="checkbox"/> Florida Statute 205. 065 | <input type="checkbox"/> Florida Statute 205. 191 |
| <input type="checkbox"/> Florida Statute 205. 064 | <input type="checkbox"/> Florida Statute 205. 162 | <input type="checkbox"/> Florida Statute 205. 192 |
|   | <input type="checkbox"/> Florida Statute 205. 171 |   |

[www.flsenate.gov/Statutes/index.cfm?App\\_mode=Display\\_Statute&URL=Ch0205/ch0205.htm](http://www.flsenate.gov/Statutes/index.cfm?App_mode=Display_Statute&URL=Ch0205/ch0205.htm)

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

- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Child Care – Residential   | <input type="checkbox"/> Insurance Adjuster,<br>Agent, or Company                  | <input type="checkbox"/> Radio/Television Station         |
| <input type="checkbox"/> Commercial Rentals         | <input type="checkbox"/> Pharmacist/Pharmacy<br>( <i>Prescription Drugs Only</i> ) | <input type="checkbox"/> Religious Institution            |
| <input type="checkbox"/> Door to Door/Peddler Sales |  | <input type="checkbox"/> Residential Rentals over 6months |
|   |  | <input type="checkbox"/> Sale of Alcoholic Products only  |

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

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

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

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

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

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

Type or print name:

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

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

(Seal)

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

\_\_\_\_\_  
Margaret Flomerfelt, Revenue Director

## HOLD HARMLESS AGREEMENT

I, \_\_\_\_\_, (*print owner's name*), am the owner of \_\_\_\_\_ (*print company name*), an incorporated / unincorporated business operating in the State of Florida. As such, I am bound by all laws of the state of Florida, including but not limited to those regarding the workers' compensation law.

I hereby affirm that I or [the above-named business] employs fewer than four employees, all of whom are listed below, including myself, and therefore, the business is exempt from the statutory requirement for workers' compensation insurance for its employees. I certify that I will provide the County of Volusia with the name of each new employee together with all required waivers and releases for each prior to any employee being allowed to work to provide services under the contract set forth below. If any such employee is allowed to work without a signed waiver and release, such action will be a material breach of this Agreement. All signed waivers and releases shall be furnished before the commencement of any work by an employee or the undersigned to the County Project Manager or designated county representative.

On \_\_\_\_\_, 20\_\_\_\_, the County of Volusia and I or [the above-named business] entered into a contract for \_\_\_\_\_ (please insert name of contract), (hereinafter "Agreement") which is incorporated by reference herein.

On behalf of myself, my business, and the employees listed below, I and they hereby agree to waive and release any and all workers' compensation claims or liens under Chapter 440, Florida Statutes, against the County of Volusia and its agents, officials and employees, arising from any work or services provided under the Agreement whether or not it shall be alleged or determined that the act was caused by intention, or through negligence or omission of the County of Volusia or its agents, officials and employees or subcontractors.

In the event that a workers' compensation claim or lien is made against the County of Volusia and/or its agents, officials or employees by myself or my employees or agents as a result of any work or services performed under the Agreement, I agree to indemnify, keep and hold harmless the County of Volusia, Florida, its agents, officials and employees, against all injuries, deaths, losses, damages, claims, liabilities, judgments, costs and expenses, direct, indirect or consequential (including, but not limited to, fees and charges of attorneys and other professionals) arising out of the Agreement with the County of Volusia, whether or not it shall be alleged or determined that the act was caused by intention or through negligence or omission of the County of Volusia or its employees, agents, or subcontractors. I or the above-named business shall pay all charges of attorneys and all costs and other expenses incurred in connection with the indemnity provided herein, and if any judgment shall be rendered against the County of Volusia in any action indemnified hereby, I or the above-named business shall, at my or its own expense, satisfy and discharge the same. The foregoing is not intended nor should it be construed as, a waiver of sovereign immunity of the COUNTY OF VOLUSIA under Section 768.28, Florida Statutes.

Owner: \_\_\_\_\_ (print name) \_\_\_\_\_ (signature)  
Employee 1: \_\_\_\_\_ (print name) \_\_\_\_\_ (signature)  
Employee 2: \_\_\_\_\_ (print name) \_\_\_\_\_ (signature)  
Employee 3: \_\_\_\_\_ (print name) \_\_\_\_\_ (signature)

---

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

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

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

Type or print name:

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

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

(Seal)