

CONTRACT BETWEEN COUNTY OF VOLUSIA, FLORIDA

AND

THE SOUTHERN GROUP OF FLORIDA, INC.

STATE GOVERNMENT LOBBYIST SERVICES

THIS CONTRACT is made and entered by and between the **COUNTY OF VOLUSIA**, (hereafter the "**County**") a political subdivision of the State of Florida, located at 123 West Indiana Avenue, DeLand, Florida 32720; and **The Southern Group of Florida, Inc.**, a Florida corporation, with a principal place of business 123 S. Adams Street, Tallahassee, FL 32301 and mailing address of P.O Box 10570. Tallahassee, FL.32302 (hereinafter referred to as "**Consultant**").

RECITALS:

WHEREAS, the County desires to retain the services of a competent and qualified consultant to provide state government lobbyist services for the County; and

WHEREAS, the County has propounded its Request for Statement of Qualifications No. 22-SQ-132PW and has received responses from various potential consultants; and

WHEREAS, Consultant is competent and qualified to furnish services to the County and has provided a responsive proposal to Request for Statement of Qualifications No. 22-SQ-132PW; and

WHEREAS, Consultant is a governmental relations and public affairs firm representing clients before the Florida Legislature, legislative committees, state officials in the Executive branch, state administrative agencies, and other regulatory agencies; and

WHEREAS, the County Council has selected Consultant to provide state government lobbyist services, and Consultant desires to provide such state government lobbyist services for County according to the terms and conditions stated herein;

NOW, THEREFORE, in consideration of the foregoing recitals which are true, material, and incorporated herein by reference, and other specific consideration set forth in this Contract, the receipt and sufficiency of which is acknowledged by County and Consultant, the parties agree and stipulate as follows:

1. **CONSIDERATION.** The County agrees to pay Consultant an annual fee not to exceed the sum of One Hundred Thousand Dollars (\$100,000) per year for professional lobbying services, which sum shall be split on an annual basis between

COUNTY OF VOLUSIA

STATE GOVERNMENT LOBBYIST SERVICES CONTRACT

WITH SOUTHERN STRATEGY GROUP, INC.

FOR 2018-2019

Policy (\$50,000) and Appropriations (\$50,000). County agrees to pay the fee in twelve monthly payments of Eight Thousand Three Hundred Thirty Three Dollars and Thirty-Three Cents (\$8,333.33) per month. This is inclusive of all expenses.

2. **TERM.** The term of this Contract shall be for the period commencing November 1, 2022 and extending through October 31, 2024. County shall review this Contract within ten (10) months, or sooner, at County's option, for purposes of considering renewal of this Contract. Upon County's option this contract may be renewed under the same terms and conditions for a renewal period to be determined by the parties. The extension of this Contract to coincide with the completion of existing services initiated prior to the original expiration date of this Contract shall not be construed as or constitute an authorization by County or Consultant to enter into a new or additional term after the original expiration date of this contract, unless this Contract is renewed prior to entering into a contract for a new or additional term.

3. **SERVICES.** The Consultant agrees to deliver the Consultant's services more fully described in Section 2.0 Scope of Service set forth in the solicitation documents including County's Request for Statement of Qualifications 22-SQ-132PW and any exhibits thereto, (collectively referred to hereinafter as "RSQ"), and Consultant's Proposal to County (hereinafter "Proposal"). The RSQ, including any exhibits thereto, and Proposal are attached hereto and incorporated herein by reference as **Exhibits A and B** respectively. To the extent there is any conflict between the services to be rendered as described in the RSQ (Exhibit A) and the Proposal (Exhibit B), the RSQ shall take precedence and control.

4. **METHOD OF BILLING.** Consultant shall submit invoices to the County on a monthly basis. Consultant's invoices shall reflect the amount due and owing for monthly fees. The County will remit full payment on all undisputed invoices within forty-five (45) days from receipt of Consultant's invoice.

5. **TERMINATION.** This Contract may be terminated in the manner and for the reasons set forth in Section 3.27 Termination of the RSQ attached hereto and incorporated herein as **Exhibit A**.

6. **CONFLICT OF INTEREST / WAIVER.**

A. *Prohibition against Conflicts of Interest (General).* Both parties agree that the Consultant shall not contract for or accept employment for the performance of any work or service with any individual, business corporation, or government unit that would create a conflict of interest in the performance of its obligations under this Contract, unless any such conflict is expressly waived by the County and such waiver is permitted by law. It shall be the obligation and duty of the Consultant to fully advise the County, in writing, of any potential conflicts that may arise with regard to projects or subject matter assigned to the Consultant by the County.

Prior to commencement of providing work or services pursuant to this Agreement, the Consultant shall provide the County with a list of its present clients and work together with County staff to identify any clients the Consultant has whose interests conflict or potentially conflict with those of the County. Subsequent to the effective date of this Agreement and prior to entering into an agreement with a prospective client to provide work or services, the Consultant shall provide the County with written notice of its intent to enter into such an Agreement and meet with County staff to identify any potential conflicts that may arise out of such new Agreement. The County shall have the authority to either (i) veto any such contract for services or (ii) waive the conflict as provided herein.

B. *New Assignments / Projects.* Upon receipt of a new project or assignment to certain subject matter, the Consultant shall review the scope of the subject matter or project as well as the interests of any clients presently represented by the Consultant with regard to such subject matter or project, in whole or in part, and advise the County in writing as to any potential conflicts.

C. *Waiver.* The County, may, in its sole discretion, waive any identified conflict if permitted by law, or, in the alternative, hire an alternative Consultant to provide the desired work or services. Any such waiver of a conflict of interest shall be issued in writing on a per project or subject matter basis, identify the conflict or potential conflict, and be approved by the County Council. If the County opts to waive a conflict, Consultant shall ensure that personnel or staff assigned to provide work or services in connection with such subject matter or project do not provide work or services for or to other clients having interests, intents, or goals adverse to or otherwise inconsistent with those of the County with regard to such subject matter or project. All conflict waivers shall be subject to review by the County and further include a list of alternative key personnel to be used for the project or subject matter while also listing those key personnel who shall be precluded from working on or receiving information regarding the project or subject matter.

D. *Use of Information.* Regardless of any waiver issued hereunder, neither the Consultant, nor any personnel or staff members thereof, shall use any information related to the representation of the County to the disadvantage of the County unless the County has provided informed, written consent to any such utilization.

E. *Ethics Laws.* Consultant shall neither take any action nor engage in any conduct that would cause any County employee or elected official to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government. Consultant also agrees to comply with any County ordinance prohibiting conflicts of interest among retained consultants.

F. *Termination.* The Consultant's failure to comply with this section or any provisions regarding conflicts of interest in Section 10. Key Personnel shall allow

the County to immediately terminate this Contract upon written notice to the Consultant at no penalty and no further cost to the County.

7. **INDEMNIFICATION.** The Consultant shall, at its own expense, indemnify, defend, and hold harmless the County, including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status, from and against all claims of every kind and nature (including losses incurred or suffered in consequences either of bodily injury to a person or damage to property), damages, losses and expenses, including, but not limited to attorney's fees, arising out of or resulting from the performance of this Contract, provided that the claim, damage, loss and expense is caused by any negligent act or omission of the Consultant, or anyone directly or indirectly employed by Consultant, except that the Consultant will not be required to indemnify, defend and hold harmless the County if such claim, damage, loss and expense is the result of the sole negligence of the County, or of anyone directly or indirectly employed by the County or anyone for whose acts the County may be liable.

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

9. **INSURANCE.** Consultant represents that it has purchased, or within ten (10) days of execution of this Contract shall purchase, at its sole expense, and thereafter shall maintain for the duration of this Contract, the insurance required by Section 3.22 Insurance Requirements of the RSQ attached hereto and incorporated herein as **Exhibit C**.

10. **KEY PERSONNEL.** The initial key personnel and any changes or substitutions in the key personnel must be made known to County or specified in the Scope of Services or any future Statement of Work, and the County must grant approval before any such initial personnel or change or substitution becomes effective. In seeking the County's approval of substitutions or changes in key personnel, the Consultant shall fully apprise the County in writing of the qualifications and background of any proposed personnel as well as a list of other clients, matters, or interests the key personnel have worked for or on or in connection with over the last ten (10) years. While County agrees

not to unreasonably withhold any such approval, County shall have the absolute right to deny any proposed change or substitution that the County determines, in its sole discretion, such change or substitution would result in, create, or lead to a potential conflict of interest. Similarly, the County may, in its sole discretion, require the Consultant to remove any personnel from all or a portion of work or services pursuant to this Contract if the County later determines that such personnel's continued work pursuant to this Contract creates or otherwise perpetuates a conflict of interest, as determined by the County.

Except as agreed by the parties, Consultant shall provide the key personnel as long as such personnel are in Consultant's employment. In the event of injury, illness, or death of Consultant's key personnel, or if such key personnel leave Consultant's employ, Consultant shall replace such individual within thirty (30) County work days after such injury or illness, or from the date of departure from employment or of death. Consultant shall obtain prior written approval of the County to replace key personnel, and such approval shall not be unreasonably withheld. Consultant shall provide the County with such information as necessary for County to evaluate the new key personnel. If the County Project Manager has reasonable objections to any replacement of key personnel, County shall notify Consultant in writing regarding such objections. Promptly after its receipt of such objections, Consultant shall investigate the matters stated and discuss its findings with County. If County thereafter requests in good faith replacement of the key personnel, Consultant shall use its reasonable best efforts to replace the employee with a person of suitable ability and qualification. Consultant shall use its best efforts to avoid replacing or reassigning any key personnel under this Contract. If, notwithstanding this commitment, it becomes necessary for Consultant to replace any key personnel under this Contract, Consultant shall give County as much reasonable detail as possible concerning the proposed replacement. At a minimum, Consultant agrees, where reasonably possible, to provide County with at least thirty (30) days' notice of changes to Consultant's key personnel. Consultant agrees to provide the County with resumes of new key personnel, and County may choose to interview any such personnel prior to installation.

11. APPLICABLE LAW, VENUE AND WAIVER OF JURY TRIAL. This Contract shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for and jurisdiction over any controversies or legal issues arising out of this Contract, and any action involving the enforcement or interpretation of any rights hereunder, shall, if in state court, be exclusively in the 7th Judicial Circuit in and for Volusia County, Florida, or, if in federal court, the Middle District of Florida, Orlando Division. By entering into this Contract, Consultant and County hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Contract. Each party agrees to bear its own costs and attorney's fees relating to any dispute arising under this Contract.

12. PUBLIC RECORDS. Pursuant to section 119.0701(2)(a), Florida Statutes,

the County is required to provide Consultant with this statement and establish the following requirements as contractual obligations pursuant to the Contract:

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-736-5935, purchasing@volusia.org, by mail, Purchasing and Contracts Division, Attn: Public Records Custodian, 123 W. Indiana Ave. RM 302 DeLand, FL 32720.

By entering into this Contract, Consultant acknowledges and agrees that any records maintained, generated, received, or kept in connection with or related to the performance of services provided under this Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Consultant entering into a Contract for services with the County is required to:

- A. Keep and maintain public records required by the County to perform the services and work provided pursuant to this Contract.
- B. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion or termination of the Contract if the Consultant does not transfer the records to the County.
- D. Upon completion or termination of the Contract, transfer, at no cost, to the County all public records in the possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion or termination of the Contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion or termination of the Contract, the Consultant shall meet all applicable requirements for retaining public

records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Pursuant to current state law, requests to inspect or copy public records relating to the County's Contract for services must be made directly to the County. If Consultant receives any such request, Consultant shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Consultant of such request, and the Consultant must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Consultant acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Consultant further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Consultant shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Consultant's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Consultant's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Consultant authorizes County to seek declaratory, injunctive, or other appropriate relief against Consultant from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.

13. **ENTIRE CONTRACT.** This Contract together with the terms of the RSQ and Proposal, attached hereto and incorporated herein as Exhibits "A", "B", and "C" respectively, contain the entire Contract between the parties and supersedes all prior oral and written agreements. Consultant acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements, or warranties, except such as expressed herein.

14. **AMENDMENTS.** No modification, change order, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by County and Consultant.

15. **SEVERANCE.** In the event this Contract or a portion of this Contract is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless County or Consultant elects to terminate this Contract. The election to terminate this Contract upon this provision shall be made within seven (7) days after the finding by the court becomes final.

16. **COMPLIANCE WITH LAWS AND REGULATIONS.** Consultant agrees to comply with all federal, state, local laws, regulations, rules, policies, and guidelines, including but not limited to the registering and reporting requirements of the Lobbying Disclosure Act of 1995, as amended, regulations adopted thereunder, and the Lobbying Disclosure Act Guidance, as amended and last revised February 15, 2013,

17. **NON-ASSIGNMENT.** This Contract shall not be assigned by Consultant without the prior written consent of the County.

18. **NOTICES.** All notices or other written communications required pursuant to this Contract shall be considered as having been provided when sent via certified U.S. mail, return receipt requested, or personally delivered with receipt confirmation to the parties at the following addresses:

To Consultant: David Browning
The Southern Group of Florida, Inc.
P.O Box 10570
Tallahassee, FL 32302
Email: browning@thesoutherngroup.com

To County: Pamela Wilsky, Director of Purchasing & Contracts
Volusia County
Purchasing and Contracts Division
123 W. Indiana Avenue, Room 302
DeLand, FL 32720-4608
pwilsky@volusia.org

With copies to: John Booker, Government Affairs
Volusia County
123 W. Indiana Avenue, rm 301
DeLand, FL 32724
jbooker@volusia.org

Michael Dyer, County Attorney
Volusia County
Legal Department
123 W. Indiana Avenue, Room 301
DeLand, FL 32720-4613
mdyer@volusia.org

Adria Cavany, COO
The Southern Group of Florida, Inc.
P.O. Box 10570
Tallahassee, FL 32302

accounting@thesoutherngroup.com

19. **ELECTRONIC SIGNATURE.** Consultant acknowledges that Adria Cavany is authorized to execute contracts/agreements with the County of Volusia and any affixed electronic or conformed signature of the Authorized Signatory shall be the act of and attributable to the Authorized Signatory. By signing this Agreement electronically, the Authorized Signatory does thereby adopt the electronic or conformed signature as his or her own and designates a copy of same for use as an official record by the County of Volusia.

20. SIGNATURES.

IN WITNESS WHEREOF, the parties have made and executed this Contract for State Government Lobbyist Services on the date last written below.

THE SOUTHERN GROUP OF FLORIDA, INC.

BY: DocuSigned by:
Adria Cavany
1FCC4886F53457...
Adria Cavany,
COO

Date: 9/28/2022 | 11:46:29 PDT

Attest:

DocuSigned by:
Stephanie Gagnon
3B32253AC64148A...
Signature

Stephanie Gagnon
Director of Finance
Name and Title

Date: 9/28/2022 | 14:58:22 EDT

COUNTY OF VOLUSIA

BY: Jeffrey S. Brower
County Chair

Date: 10/18/2022

Attest:

George Recktenwald
County Manager

Date: 10/25/2022



BUSINESS SERVICES
Purchasing and Contracts

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

Phone: 386-736-5935 • Fax: 386-736-5972

E-mail: purchasing@volusia.org Web: www.volusia.org

Submittal Due Date

Thursday, July 28, 2022

Submit Responses To:

County of Volusia via Merrell Source to Contract
As detailed in Section 3.4, Delivery
of Proposals.

Submittal Due Time

3:00 p.m., EST

Project Contact

Pamela Wilsky, Director Purchasing & Contracts

Phone: 386-822-5779 • Fax: 386-736-5972

E-mail: pwilsky@volusia.org
www.volusia.org/bidlist

22-SQ-132PW
State Lobbyist

Proposals will be accepted via Merrell Source to Contract, as detailed in Section 1.3.4, **until 3:00 p.m. on Thursday, July 28, 2022.** Submittals received after this deadline **will not** be considered for award.

1.0 PURPOSE & OVERVIEW

The purpose of the Request for Statement of Qualifications (RSQ) is to select the most highly qualified firm(s) to provide the requested services. Submittals will be reviewed and evaluated as to qualifications to perform the services required by the County Council who will make the final award.

As this RSQ has two components, the County reserves the right to combine award of policy and appropriations or to award to multiple firms. Should a multiple award be made in a joint project, the firm shall designate key contacts for each. It is anticipated that selected firm (s) will be awarded a Contract period of an initial two (2) year term with optional annual renewals. All renewals will be contingent upon mutual and written agreement and, approval of County Council.

The estimated budget for this project will be \$100,000.00 annually split between Policy (\$50,000) and Appropriations (\$50,000.00).

2.0 SCOPE OF SERVICE

The County is seeking a qualified Lobbyist to assist with (1) obtaining funding and grants for projects which are a priority to Volusia County (appropriations), and (2) supporting and advising on policy issues regarding County issues (policy):

- A. The Proposer shall help establish annual legislative priorities and be knowledgeable about projects and activities of the County of Volusia and to advise the County of pending legislation or regulations and or funding opportunities that may materially impact those projects and activities as soon as reasonably possible.
- B. The Proposer shall demonstrate a working relationship with agencies within the Executive branch of State Government including but not limited to: Departments of Economic Opportunity, Emergency Management, Environmental Protection, and/or any authority authorized by the State of Florida.
- C. The Proposer shall demonstrate statewide contacts or presence within the Florida Legislature with a focus on policy areas relating to counties or municipalities.
- D. The Proposer shall have an Attorney on staff identified as a contact for the policy side of this contract.
- E. The Proposer shall be expected to represent the County, in contacts with individuals involved in the legislative and executive process.
- F. The Proposer shall work with Legislators and Agencies to ensure maximum and timely reimbursements on any disasters or tropical events.
- G. The Proposer shall monitor legislation addressing defense of Home Rule or Volusia County's charter form of Government and shall advise the County as soon as reasonably possible.
- H. The Proposer for appropriations will assist in the identification and completing forms to secure specific legislative appropriations and the securing of timely approval of grant applications filed with State agencies or any duly formed districts.
- I. The Proposer shall assist in securing permits and approvals that might be required from time to time from the State government or any of its agencies or any duly formed districts.
- J. The Proposer shall coordinate meetings State Legislative delegates, heads of State Agencies and its key staff for County elected officials and Staff.

2.1 Qualifications/Certifications

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

- A. The Proposer for appropriations shall have the following:
 - 1. Minimum of five years' experience in lobbying for State issues and obtaining state funding and directing appropriations for the benefit of key designated projects.
 - 2. Minimum five years proven experience in providing communication and education to Florida Legislature on opportunities to enhance County presence and relationships with key policy makers.
 - 3. Each team member shall be registered with the State of Florida as registered lobbyist before the Executive Office of the Governor and its agencies and the Florida Legislature.
 - 4. Established contacts in State Legislature, State Agencies.
- B. The Proposer for policy shall have the following:
 - 1. A designated Attorney on staff with experience in policy issues.
 - 2. Minimum of five (5) years' experience in government policy.
 - 3. Minimum five (5) years proven experience in providing communication and education to Florida Legislature on opportunities to enhance County presence and relationships with key policy makers.
 - 4. Each team member shall be registered with the State of Florida as registered lobbyist before the Executive Office of the Governor and its agencies and the Florida Legislature.
 - 5. Established contacts in State Legislature, State Agencies.

2.2 Evaluation Method

The County Council will evaluate the proposals. The County Council will be the sole judge of its own best interests, the proposals, and the resulting Contract. The County's decisions will be final. Award will be made to the Proposal which presents the best value to the County based on the entire evaluation process and all the information gathered. The County Council may choose to short-list firm (s) to do an oral presentation or have discussions by proposed team relative to their specific experience on similar projects. Although each member independently examines the proposals prior to the meeting, the

short-listing or selection of the firms is determined by the consensus of the committee at the meeting.

2.3 Deliverables

It shall be the responsibility of the awarded firm(s) to provide to the County, in relation to the scope of work, the following deliverables:

- A. The Proposer will submit reports from time to time, as requested, regarding all activities performed on behalf of the County. During legislative session and committee weeks, updates shall be submitted electronically identifying bills that are of interest to the County.
- B. The Proposer will provide a minimum of two briefings annually on the status of specific projects with the County Council and staff in Volusia County, Florida. Proposer shall also assist County staff in the development of a State priority list.

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 the County and is a registered as a lobbyist.

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 the government; normally provided by persons and/or organizations considered to have prerequisite knowledge or special abilities not generally available in the government.

Contract: The document resulting from this solicitation between the County 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.

Contractor: That person or entity duly authorized, upon award of a contract, to have a Contract with the County to provide the product and/or services set forth herein and incurring liability for the same.

Contract Administrator: The Director of Purchasing and Contracts or designee shall serve as 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 Director of Purchasing and Contracts.

County: shall mean the County of Volusia (a body corporate and politic and a subdivision of the State of Florida) including its districts, authorities, separate units of government established by law (constitutional), 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.

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

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

Director: The Director is the Director of Purchasing and Contracts for the County of Volusia.

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 a formal solicitation used to determine if the Consultant is highly qualified.

Protest: See process at www.volusia.org/purchasing.

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

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

State: The State of Florida

3.2 RSQ Closing Date

Proposals must be received via Merrell Source to Contract, no later than 3:00 p.m., EST, on Thursday, July 28, 2022. Proposals received after this time will not be considered.

3.3 Proposed Schedule

06/28/2022Release date for Request for Statement of Qualifications (RSQ)
07/14/2022Final date to receive written questions
07/21/2022Release date for answers to written questions
07/28/2022Closing Date

3.4 Delivery of Proposals:

The County has transitioned to a new e-Bid/RfX software powered by Merrell Source to Contract (Merrell), which is a completely free service for all respondents. Proposals shall be submitted electronically through this online platform. Paper submittals are no longer being accepted. By using Merrell, prospective Proposers will be provided with all information regarding this solicitation including addendums and any changes to the project requirements.

Registration with Merrell is free and is required prior to submitting a proposal response electronically. You will be required to register once you click the PARTICIPATE BUTTON in the solicitation file. It is suggested your company register no later than 24 hours in advance of the Proposal submission deadline to ensure proper registration. Should your company need assistance with registering, please contact the Merrell Service Desk Monday through Friday, 7:00AM -12:00PM by calling (724) 888-5294 or by emailing servicedesk.us@negometrix.com

Once your company is registered with Merrell, you will be able to submit your proposal securely, any time before the deadline, at <https://app.negometrix.com/buyer/970> by clicking the PARTICIPATE BUTTON under the solicitation. Proposals submitted on Merrell will remain locked and inaccessible by County purchasing staff until the current proposal deadline.

Registering your company at app.negometrix.com will also allow your company to be notified of future solicitations.

3.5 Public Proposal Opening

- A. Pursuant to Section 119.071, Florida Statutes, proposals (“responses”) and the completed tabulation will be available for inspection within thirty (30) 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 <https://app.negometrix.com/buyer/970>. The foregoing notwithstanding, if, prior to the County’s making responses available for inspection, the County rejects all responses and concurrently provides notice of the County’s intent to reissue the solicitation, then the County may avail itself of the exemption for rejected responses set forth in Section 119.071, Florida Statutes, to the extent such Section may apply.
- B. Solicitation openings may be attended either in person or remotely. Bid openings may be accessed remotely by the use of the following link:

Join from your computer, tablet or smartphone.
<https://www.gotomeet.me/VolusiaCountyPurchasing>

You can also dial in using your phone.
United States: +1 (646) 749-3112

Access Code: 467-297-821

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

Assisted listening system receivers are available for the hearing impaired, and can be obtained by contacting the County's ADA Coordinator at 386-248-1760.

Read the full ADA Notice under The American with Disabilities Act (Title II), at www.volusia.org/core/fileparse.php/4175/urlt/ADANotice.pdf.

Read the [County of Volusia Grievance Procedure](#) under The Americans with Disabilities Act (Title II).

- 3.6 Public Records Law.** Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the Agreement:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-736-5935, purchasing@volusia.org, by mail, Purchasing and Contracts Division, Attn: Public Records Custodian, 123 W. Indiana Ave. RM 302 DeLand, FL 32720.

By entering into this Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

- A. Keep and maintain public records required by the County to perform the services and work provided pursuant to this Contract.
- B. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion or termination of the Contract if the Contractor does not transfer the records to the County.

- D. Upon completion or termination of the Contract, transfer, at no cost, to the County all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion or termination of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion or termination of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Requests to inspect or copy public records relating to the County's Contract for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. Contractor authorizes County to seek declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.

3.7 Proposal Form

- A. See **Submittal Requirements** for complete details
- B. Each Respondent shall submit one (1) COMPLETE electronic copy via Merrell. The electronic copy of the Proposal shall include all submittal requirements as detailed in Section 4.0. Electronic copies shall NOT be password protected.
- C. Do not submit confidential information, proprietary information, or trade secrets.
- D. Terms and conditions differing from those in this RSQ may be cause for disqualification of the RSQ Proposal.

- E. The Proposal Form (Section **Error! Reference source not found.**) 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 firm to a contract.
- F. Failure to provide the required information may result in the proposal not being considered.

3.8 Revisions, Addenda, Questions and Answers Concerning RSQ 22-SQ-132PW State Lobbyist

- A. It is incumbent upon each Respondent to carefully examine this solicitation's specifications, scope of work/service, terms, and conditions. The posting of answers through the County's official online procurement platform Merrell is the only official method by which interpretation, clarification, or additional information can be given. Questions and exceptions concerning any Section of this RSQ shall be directed through the question and answer functionality of Merrell
- B. If it becomes necessary for the County to revise or clarify any part of this RSQ the solicitation will be updated on the Merrell platform by one of the following methods: the posting of answers to questions received or the revision of solicitation language/documentation. It is each Respondent's responsibility to check the Merrell web site for any posted answers, and/or solicitation changes at <https://app.negometrix.com/buyer/970/general>. Each Respondent shall ensure that they have reviewed all questions & answers and/or changes to this RSQ before submitting their proposal. By submitting a response, Respondents acknowledge that they have reviewed all posted answers, and/or solicitation changes prior to the posted closing date/time.
- C. Answers posted by the County, and/or changes made to the solicitation shall become a material part of this solicitation.
- D. Questions and exceptions shall be submitted by the question and answer deadline. Thereafter, no further questions or exceptions will be accepted or reviewed by the County and Respondents' right to submit questions or exceptions will terminate and any questions or exceptions not previously made shall be deemed waived. Oral representations will not be binding on the County.

3.9 Award

The County reserves the right to award the Contract to the Respondent(s) that the County deems to offer the best overall qualifications, as defined in Section 3.26, Evaluation Criteria in this solicitation. The County is therefore not bound to accept a proposal based only on lowest price. 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 rejecting/rebidding when responses exceed budget and the County must change the solicitation to lower costs. The County also reserves the right to make multiple awards based on experience and qualifications or to award only a portion of the items and/or services specified, if deemed to be in the County's best interest.

3.10 Other Agencies

- A. All Respondents awarded Contracts from this solicitation may, upon mutual agreement, permit any municipality or other governmental agency to participate in the Contract under the same prices, terms, and conditions.
- B. It is understood that at no time will any city or municipality or other agency be obligated for placing an order for any other city, municipality, or agency, nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further it is understood that each agency will issue its own purchase order to the awarded Respondent(s).

3.11 Use of County Logo

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

3.12 Assignment

Contractor may not assign or otherwise convey Contractor's rights and/or obligations under this Agreement without obtaining County's prior written consent, which consent County may withhold, limit and/or condition in County's sole discretion, including, but not limited to, requiring the Contractor or his/her proposed successor in interest to post a performance bond. Any consent by the County under this Section shall be by written amendment to the Agreement in a form and substance specified by the County in its sole discretion. If Contractor desires to assign or otherwise convey its rights and/or obligations under this Agreement, Contractor shall no less than thirty (30) days prior to the assignment's proposed effective date, provide County with a written request for County's consent. Failure to provide such notice may result in the County assessing a processing fee of Five Hundred Dollars (US \$500.00); however, payment of such fee shall not entitle the Contractor to the County's acceptance or approval of its request for assignment.

Nothing herein shall preclude the right of the County to waive its rights under this Section but no waiver shall be granted by the County without a written and duly executed amendment to the Agreement.

3.13 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 Respondent. 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 and contain additional terms and conditions that the County deems in its best interest.

- B. The Director of Purchasing and Contracts, County Manager and County Chair are the sole contracting officers of Contract and only 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.

3.14 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 proposal 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.).

3.15 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 the County;
- C. Before submitting its proposal, the Respondent has made all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the Contract and has verified any representations made by the County of Volusia, Florida, 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 Contract, 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
- E. The Respondent understands and accepts that it will be held responsible for any and all discrepancies, errors, etc., in discounts or rebates which are discovered during

the Contract term or up to and including three (3) fiscal years following the County's annual audit.

3.16 Debarment

Purpose and Intent. The county endeavors to solicit offers from, award contracts to, and consent to subcontracts with responsible vendors and contractors only. To further this policy, the county asserts its authority to debar certain vendors and contractors from participating in solicitations pursuant to the policies and procedures herein. The serious nature of debarment requires that this sanction be imposed only when it is in the public interest for the county's protection and not for purposes of punishment. Debarment is intended as a remedy in addition to, and not in substitution of, the evaluation of the responsibility of county vendors and contractors, and this policy and the procedures provided for herein shall not supplant or supersede county's authority to reject or otherwise terminate vendors or contractors based on findings of non-responsibility on a case-by-case basis.

Further information regarding the County's policies and procedures in regards to Debarment may be found at:

<https://www.volusia.org/core/fileparse.php/5896/urlt/Debarment-Policy-final-3-27-17.pdf>

3.17 Payment Terms

- A. The County will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of Contract) of the invoice(s) or receipt of all products or services ordered.
- B. Pursuant to Chapter 218, Florida Statutes, the County will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within thirty (30) days after the due date.
- C. The County has the capabilities of Electronic Fund Transfer (EFT). List any discounts for prompt payment and/or willingness to accept Electronic Funds Transfer (EFT) and the discount to be applied to such payments. Vendors offering prompt payment discounts, for example 1% - net 10, the discount shall be taken if the check issue date is within specified time period from date of invoice.
- D. By submitting a proposal to the County of Volusia, Florida, the Respondents expressly agree that, if awarded a Contract, the County may withhold from any payment monies owed by the Respondent to the County for any legal obligation between the Respondent and the County, including but not limited to real property taxes, personal property taxes, fees, and commissions.

3.18 Conflict of Interest Forms

All Respondents shall properly complete and include with their submittal 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.

3.19 Licenses and Certificates

- A. The County 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, the Respondent shall be licensed to perform the required work in accordance with the laws of the State of Florida and local ordinances. Respondents shall also verify that their Subcontractors are licensed to perform the work in accordance with the laws of the State of Florida and local ordinances; and
- D. Each Respondent shall submit with their proposal a copy of, and upon award of Contract, the Contractor shall maintain the appropriate licenses and certificates during the term of the Contract and any extensions. Failure to maintain these requirements shall be cause for immediate termination of the Contract.

3.20 Minor Irregularities

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

3.21 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.

3.22 Insurance Requirements

Contractor shall provide the required insurance detailed in Exhibit C for the entire Term of the Contract Regardless of anything submitted as proof of insurance, Contractor shall comply with all requirements of Exhibit C.

3.23 Unusual Costs

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

The Contractor's request shall contain substantial proof and justification to support the need for the rate adjustment. The County may request from the Contractor and the Contractor shall provide such further information as may be reasonably necessary in making its determination. The County shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the County. Any price redetermination shall be solely based upon the documentation provided and the County reserves the right to rescind any price relief granted should the circumstances change and prices decrease.

3.24 Scrutinized Companies-FL Statute Section 287.135 and 215.47

Contractor must certify that the company is not participating in a boycott of Israel. For Contracts for goods or services of one million dollars or more, Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has not been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law. The County will not contract for the provision of goods or services with (i) any company participating in a boycott of Israel, and, (ii) for Contracts for goods or services of one million dollars or more, any other scrutinized company as described above. Contractor must submit the certification form (See Section 14.0). Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have five (5) Calendar days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error then the County shall have the right to terminate the Contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as

amended from time to time.

3.25 Waiver of Claims

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

3.26 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 Volusia County as it pertains to:
 - 1. Qualifications of the firm and the employees assigned to the County including each team member shall be registered with the State of Florida as registered lobbyist;
 - a. Attorney on team and experience in policy as it relates to local /government(policy only);
 - 2. Resources of the firm and contacts in State;
 - 3. Experience / references, including timeliness of performance; and specific projects for which funding was secured; and
 - 4. Financial stability: A Dun and Bradstreet report may be used by the County 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.

3.27 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. County may terminate the resulting Contract for convenience or non-appropriation upon at least thirty (30) calendar days' prior written notice to Contractor.
- C. The Contractor may cancel the resulting Contract with ninety (90) days written notice to the Director of Purchasing and Contracts. Failure to provide proper notice to the County may result in the Contractor being barred from future business with the County.
- D. After Contractor's receipt of a notice of termination pursuant to Paragraph A above (or to the extent Contractor has not cured a material breach within thirty (30) days

notice from County), and except as otherwise directed by the County, the Contractor 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 the County and to the extent required by the County, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts. County's approval of such settlements shall be final for all the purposes of Section 3.27, Termination.
- E. After receipt of a notice of termination, the Contractor shall submit to the County its termination claim for amounts owed by County (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 the County. 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 the County, upon request of the Contractor made in writing within such thirty (30) days period or authorized extension thereof. Upon failure of the Contractor to submit its termination claim within the time allowed, the County may determine on the basis of information available to it, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined. In the event County terminates for convenience or non-appropriation, Contractor shall not be obligated to refund to County any prepaid fees.
- F. **Non-Appropriation**. The resulting Contract may be terminated by the County or Contractor if the County does not appropriate the funding in any fiscal year necessary to pay the compensation set forth in the Article entitled Compensation in the resulting Contract.
- G. In the event that the resulting Contract is terminated by the County or Contractor for non-appropriation, Contractor shall be paid in accordance with terms of the Article entitled Compensation in the resulting Contract. Contractor 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 Contractor under this Section 3.27, Termination, and the resulting Contract is limited to the budgeted amount for the fiscal year approved by the Volusia County Council for the then current fiscal year of the resulting Contract. Contractor shall have no right to compel the Volusia County Council to appropriate funds for any fiscal year to pay the compensation.

- H. Upon being notified of County's election to terminate for default of Contractor, non-appropriation or convenience, Contractor and its Subcontractors shall refrain from performing further work or incurring additional expenses under the terms of the resulting Contract which is not specifically authorized in the notice of termination.
- I. If termination of the resulting Contract occurs for any reason:
 - 1. Except as otherwise provided in the resulting Contract, Contractor shall return to the County, or destroy, all County confidential information in Contractor's possession and shall certify the destruction or return of said information in a written document signed by the duly authorized representative of the Contractor that all such information has been destroyed or returned, provided that Contractor 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. For all undisputed outstanding invoices submitted to the County for work completed or deliverables delivered prior to the effective date of the termination, the County shall cause payments to be made to Contractor within forty-five (45) days of receipt of invoice. Contractor shall invoice the County for any sums Contractor claims to be owed by County under the resulting Contract for work performed from the last invoice to the effective date of termination. County shall review such invoice for payment within fifteen (15) days of receipt and County shall pay any undisputed amount within forty-five (45) days, subject to the Article entitled Compensation in the resulting Contract. Any disputed amounts on any invoices shall be subject to the dispute resolution process set forth in the Article entitled Dispute Resolution in the resulting Contract.
- J. In the event of termination by the County for non-appropriation, for all items or products ordered by Contractor before receipt by Contractor of the notice of termination which Contractor could not cancel without imposition of a fee, the County shall cause payments to be made to Contractor 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.

3.28 Incurred Expenses

This RSQ does not commit the County of Volusia to award a Contract, nor shall the County of Volusia 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.

3.29 Post-Proposal Discussions with Respondents

It is the County's intent to award a Contract(s) to the Respondent(s) deemed most qualified and advantageous to the County in accordance with the evaluation criteria specified in this RSQ. The County 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.

3.30 Presentations by Respondents

- A. The County of Volusia, at its sole discretion, may ask individual Respondents to make oral presentations and/or demonstrations without charge to the County.
- B. The County reserves the right to require any Respondent to demonstrate to the satisfaction of the County 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 the County and the County 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.

3.31 Compliance with Laws and Regulations

Contractor shall perform its obligations hereunder in accordance with all applicable federal, state, local laws, ordinances, rules, regulations (including but not limited to the following statutes: Americans with Disabilities Act (ADA), Titles I, II and III of the ADA; Federal Immigration Reform and Control Act of 1986 (as amended); and Title VII of the Civil Rights Act of 1964 (as amended), and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the performance of this Agreement. Contractor shall indemnify, defend, and hold harmless the County and all its officers, agents, servants and 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 Contractor, its representatives, subcontractors, professional associates, agents, servants or employees. Additionally, Contractor shall obtain and maintain at its own expense all applicable licenses and permits to conduct business pursuant to this Agreement from the federal government, State of Florida, County of Volusia or municipalities when legally required and maintain same in full force and effect during the term of this Agreement.

At time of submittal, Contractors must hold the required licensure to be the prime Contractor for all work to be performed under this RSQ. If any Contractor 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 during the term of the awarded Contract. All licenses and permits required to perform Contractor'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 Contractor's sole cost and expense, and shall not be a cost of the County. All required licenses and permits shall be maintained in full force and effect during the term of the awarded Contract.

3.32 Compliance with Federal E-Verify Regulations

- A. The Consultant shall 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 the Consultant on or after the effective date of this Contract and thereafter during the remaining term of the Contract, including Subconsultants. If and to the extent the Agreement meets the criteria set forth at 48 C.F.R. § 52.222-54(e), the criteria of 48 C.F.R. § 52.222-54 are hereby incorporated by reference into this Agreement as if fully set forth herein.
- B. The Consultant covenants and agrees that if the County has a good faith belief that Consultant has knowingly violated or if Consultant is found to have violated this Section 3.32; Section 446.09(1), Florida Statutes; Section 446.095, 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 shall be a material breach of this Contract by Consultant; (ii) Consultant shall indemnify, defend, and hold harmless the County from any fines or penalties levied by a government agency, including the loss or repayment of grant funds by the County; (iii) the County may terminate this Agreement immediately and without penalty and such termination shall not be or be considered a breach of this Agreement; and (iv) Consultant shall be liable for any additional costs incurred by the County as a result of the termination of the Agreement. Consultant acknowledges and understands that if the County terminates this Agreement in accordance with this Section 3.32, the Consultant shall be ineligible for award of a public contract for at least one year after the date on which Agreement was terminated.
- C. Any subcontract entered into by Consultant with any Subconsultant performing work under this Agreement shall include the following language: "The Subconsultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Subconsultant on or after the effective date of this Contract and thereafter during the remaining term of the Contract." In accordance with Florida law, if Consultant enters into a subcontract to perform work under this Agreement, Consultant shall require from said subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and Consultant shall maintain a copy of such affidavit for the duration of this Agreement] and/or the contract with the subcontractor, whichever is longer. Consultant acknowledges and agrees that if the County has a good faith belief that a subcontractor knowingly violated this 3.32 or Sections 446.09(1) or 446.095 of the Florida Statutes, but also has a good faith belief that Consultant otherwise complied with this Section 3.1 and applicable law, the County shall promptly notify the Consultant and order the Consultant to immediately terminate the contract with the

subcontractor. Failure to comply with said order shall constitute a violation of this Section 3.32 and the terms of Section 3.32.B shall apply.

3.33 Limitation of Liability and Indemnification of County

- A. Indemnification. The Contractor shall indemnify, defend and hold harmless the County, including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees, arising out of, resulting from, or incident to Contractor's performance of its obligations in whole or part of this Contract, unless such injury or damage is occasioned solely by the fault, negligence, or willful misconduct of the County.
- B. In all claims against County, no indemnification obligation shall be limited in any way by any limitation on the amount or type of damages, compensation or any benefits payable by or for Contractor, or its employees, agents, contractors, or subcontractors.
- C. **Sovereign Immunity.** County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes (as amended). Notwithstanding anything set forth in any Section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the County for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

3.34 Records & Right to Audit

County shall have the right to audit the books, records, and accounts of Contractor and its Subcontractors that are related to the resulting Contract. Contractor and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the resulting Contract. Contractor shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for a retention period of five (5) years after completion or termination of the Contract, and any renewals, as required by Item 65, General Records Schedule GS1-SL for State and Local Government Agencies, effective February 19, 2015 and the Florida Public Records Act (Chapter 119, Florida Statutes). Contractor shall, by written Contract, require its Subcontractors to agree to the requirements and obligations of this Section 3.34, Audits will be subject to applicable privacy and confidentiality laws and regulations and Contractor's privacy and confidentiality policies and procedures.

3.35 Change in Scope of Services/Work

- A. The County 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 Contractor that the scope of the project or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the Contract, unless such changes or adjustments have been made by written amendment or change order to the Contract signed by the County Representative, County's Director of Purchasing and Contracts, and the Contractor.
- B. If the Contractor 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 Contractor, the Contractor must immediately notify the County's Representative in writing of this belief. If the County's Representative believes that the particular work is within the scope of the Contract as written, the Contractor 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 Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.
- C. The County reserves the right to negotiate with the awarded Contractor(s) without completing the competitive 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.

3.36 Modifications Due to Public Welfare or Change in Law

The County shall have the power to make changes in the Contract as the result of changes in law and/or Ordinances of Volusia County to impose new rules and regulations on the Contractor under the Contract relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare. The County shall give the Contractor notice of any proposed change and an opportunity to be heard concerning those matters. The 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 Contractor. In the event any future change in Federal, State, or County law or the Ordinances of Volusia County materially alters the obligations of the Contractor, or the benefits to the County, then the Contract shall be amended consistent therewith. Should these amendments materially alter the obligations of the Contractor, then the Contractor or the County shall be entitled to an adjustment in the rates and charges established under the Contract. Nothing contained in this Contract shall require any party to perform any act or function contrary to law. The County and Contractor agree to enter into good faith negotiations regarding modifications to the 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, the County and the Contractor shall negotiate in good faith, a reasonable and appropriate adjustment for any changes in services or other

obligations required of the Contractor directly and demonstrably due to any modification in the Contract under this clause.

3.37 Safety

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

3.38 Right to Require Performance

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

3.39 Force Majeure

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

- A. Upon the occurrence of Force Majeure Event, the non-performing party shall be excused from any further performance of those obligations under this Agreement that are affected by the Force Majeure Event for as long as (a) the Force Majeure Event continues; and (b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

- B. Upon the occurrence of a Force Majeure Event, the non-performing party shall notify the other party of the occurrence of such event and describe in reasonable detail the effect(s) of such event upon the party's performance of its obligations and duties pursuant to this Agreement. Such notice shall be delivered or otherwise communicated to the other party within three (3) business days following the failure or delay caused by the Force Majeure Event, or as soon as possible after such failure or delay if the Force Majeure Event precludes the non-performing party from providing notice within such time period.
- C. In the event of a Force Majeure Event, the time for performance by the parties under the applicable 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 Agreement.

3.40 Contractor's Personnel

The Contractor 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 Contractor 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, the Contractor shall agree to the following:

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

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 3.40.

The Contractor 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.

The Contractor and any Subcontractor 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 the County, its products, services, personnel, policies, or any other aspect of its business learned by the Contractor or personnel furnished by the Contractor in the course of providing services pursuant to the Contractor, shall be held in confidence and shall not be disclosed by the Contractor or any employee or agents of the Contractor or personnel furnished by the Contractor, without the prior written consent of the County.

3.41 Disadvantaged Business Enterprise Program

The County Council has adopted policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The County encourages joint ventures between majority-owned firms and qualified disadvantaged / minority / women-owned firms.

3.42 Claim Notice

The Contractor shall immediately report in writing to the County's designated representative or agent any incident that might reasonably be expected to result in any claim under any of the coverage mentioned herein. The Contractor agrees to cooperate with the County in promptly releasing reasonable information periodically as to the disposition of any claims, including a résumé of claims experience relating to all Contractor operations at the County project site. The designated representative for the County shall be:

Name: County of Volusia, Florida
Personnel/Risk Management Division
Address: 125 West New York Avenue, Suite 141
DeLand, Florida 32720
Telephone: 386-736-5963
Fax: 386-822-5006

3.43 County/Contractor Relationship

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

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

and unemployment compensation.

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

3.44 Copyright Clause

All concepts, all footage, all intermediate products, and the final video product shall be considered "works for hire" as defined in the copyright law of the United States, and shall be the exclusive property of the County of Volusia, Florida, and may be used as deemed necessary by the County. Any Contract(s) issued pursuant to this RSQ shall be considered "work for hire" Contracts. All intellectual property rights, including copyrights, belong solely and exclusively to the County of Volusia, Florida, and the County shall have the exclusive rights to use and exploit copyrights and licenses to the extent permitted by the copyright law and Florida statutes.

3.45 Damages

Due to the nature of the services to be provided and the potential impact to the County for loss, the Contractor cannot disclaim consequential or special damages related to the performance of this Contract. The Contractor 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.

3.46 Proposal Acceptance/Rejection

The County 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 the County.

3.47 Proposal Acceptance Period

Any Proposal in response to this RSQ shall be valid through December 31, 2022. 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. The County reserves the right to request an extension of the proposals if a Contract has not been executed by November 30, 2022.

4.0 SUBMITTAL REQUIREMENTS

It is **not** necessary to upload every page of this document with the Proposal; upload *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.

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; If firm is not currently registered to do business within the State of Florida (Sunbiz), proof of registration shall be submitted prior to award.
 - 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; and,
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.

Tab 2. Specific qualifications and results

1. Detail description of projects completed and funding dollars acquired as stated in section 3.25
2. Details of experience with the State of Florida in the areas stated in section 2.0.

Tab 3. Resources

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

Tab 4. 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 the County, the County of Volusia shall *not* be listed as a reference. (see Section 6.0)

Tab 5. Financial Stability

A Dun and Bradstreet report may be used by the County 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 6. Forms

A. 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 submission requirement:

1. If Respondent's business does not have a physical location in Volusia County, no submission is required, *or*
2. If Respondent's business type is exempted, submit the attached Proof of Exemption form approved by the Volusia County Treasury & Billing Director (see Section 8.0).

See Volusia County Code of Ordinances, Part II, *Code of Ordinances*, Ch. 114, *Taxation*, Article

I, at

https://library.municode.com/fl/volusia_county/codes/code_of_ordinances?nodeId=PTIICOOR_CH114TA_ARTIINGE

B. Professional Certification/Licenses

Respondent and their sub-consultants/Subcontractors shall 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 their sub-consultants/Subcontractors shall submit with their submittal, copies of their professional license. Licenses shall remain current for the entire term of the Contract resulting from this solicitation.

C. 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 Volusia County's contact person and be in accordance with Exhibit "C" Insurance Requirements.**

Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy with the proposal. Respondent shall certify number of employees if sole proprietor.

Incorporated and unincorporated firms that qualify for an exemption under the Florida Worker's Compensation law in Chapter 440 Florida Statutes shall submit an executed waiver relieving the County of liability in the event they are injured while providing goods and/or services to the County.

D. Conflict of Interest Disclosure Form

All Respondents shall properly complete 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 10.0)

E. W-9.

Include a completed W-9 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 W-9 form can be accessed through this site as well.

F. Drug-Free Work Place Form (see Section 11.0)

G. Certification Regarding Debarment (Prime) Form (see Section 12.0)

H. Certification Regarding Debarment (Sub) Form (see Section 13.0)

I. Certification Regarding Prohibition Against Contracting with Scrutinized Companies (see Section 14.0)

5.0 PROPOSAL FORM

_____, 2022

TO: County of Volusia, Florida
Office of Purchasing and Contracts Director
123 W. Indiana Avenue, Room 302
DeLand, FL 32720-4608

The undersigned hereby declares that [firm name] _____
has carefully examined the specifications to furnish **State Lobbyist** for which proposals were
advertised to be received **no later than 3:00 p.m., EST, on Thursday, July 28, 2022**, 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 _____

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 - Specific qualifications and results
- ☐ Tab 3 – Resources
- ☐ Tab 4 – References
- ☐ Tab 5 - Financial Statement, upon request Insurance
- ☐ Tab 6 – Forms
 - ☐ If you have a physical location in Volusia County, submit one of these:
Current **Business Tax Receipt OR Proof of Exemption** Form
 - ☐ 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
 - ☐ Drug Free Workplace Form
 - ☐ Certification Regarding Debarment (Prime) Form
 - ☐ Certification Regarding Debarment (Sub) Form
 - ☐ Certification Regarding Scrutinized Companies
 - ☐ Proposal Bond
 - ☐ Performance Bond
 - ☐ Payment Bond

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 Request for Statements of Qualifications No. **22-SQ-132PW State Lobbyist**, 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 3.22, 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

Dun & Bradstreet #

Federal I.D. #

6.0 REFERENCES

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

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

Agency #3	
Address	
City, State, ZIP	
Contact Person	
Telephone & E-mail	
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 (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).

8.0 PROOF OF EXEMPTION



FINANCE – TREASURY & BILLING DIVISION

125 W. NEW YORK AVE. • ROOM 120 • DELAND, FL 32720

PHONE: 386-943-7085 • FAX: 386-943-7086

www.volusia.org/treasury

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:

- ☐ Florida Statute 205.054
- ☐ Florida Statute 205.055
- ☐ Florida Statute 205.063
- ☐ Florida Statute 205.064
- ☐ Florida Statute 205.065
- ☐ Florida Statute 205.066

- ☐ Florida Statute 205.067
- ☐ Florida Statute 205.162
- ☐ Florida Statute 205.191
- ☐ Florida Statute 205.192
- ☐ Florida Statute 205.193
- ☐ Florida Statute 205.196

(Authorized Signature)

(Printed Name)

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

Treasury & Billing Director/Designee

Not valid without signature

9.0 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 by means of ☐ physical presence or ☐ online notarization 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)

10.0 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 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: _____
Printed Name: _____
Firm Name: _____
Date: _____

11.0 DRUG-FREE WORK PLACE

The undersigned firm in accordance with Florida statute 287.087 hereby certifies that

_____ does:

(Name of Firm)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Name and Title

Date

Signature

Firm

Street address

City, State, Zip

12.0 CERTIFICATION REGARDING DEBARMENT (PRIME)

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

TO BE COMPLETED BY PRIME CONTRACTOR

1. The prospective primary participant (contractor) 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

13.0 CERTIFICATION REGARDING DEBARMENT (SUB)

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

TO BE COMPLETED BY ALL SUB-CONTRACTORS

1. The prospective participant (sub-contractor) 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

14.0 CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

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

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

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

Name of Respondent: _____

By: _____
(Authorized Signature)

Title: _____

Date: _____

VOLUSIA COUNTY

RSQ 22-SQ-132PW, State Lobbyist

TABLE OF CONTENTS

PROPOSAL FORM	02
TAB 1- QUALIFICATION DATA AND SUBMITTAL LETTER	
Submittal Letter	05
Firm Profile Pt. 1	06
Certificate of Status	07
Florida Division of Corporations	08
Firm Profile Pt. 2	11
Key Personnel	14
TAB 2- SPECIFIC QUALIFICATIONS AND RESULTS	
Specific Qualifications and Results	20
TAB 3- RESOURCES	
Resources	33
TAB 4- REFERENCES	
References	46
TAB 5- FINANCIAL STABILITY	
Financial Stability Letter	48
TAB 6- FORMS	
Professional Certification/Licenses	50
Certificate of Insurance	52
Conflict of Interest Disclosure Form	53
W-9	54
Drug-Free Work Place Form	55
Certification Regarding Debarment (Prime) Form	56
Certification Regarding Prohibition Against Contracting with Scrutinized Companies	57

5.0 PROPOSAL FORM

July 28, 2022

TO: County of Volusia, Florida
Office of Purchasing and Contracts Director
123 W. Indiana Avenue, Room 302
DeLand, FL 32720-4608

The undersigned hereby declares that [firm name] The Southern Group of Florida, Inc.
has carefully examined the specifications to furnish **State Lobbyist** for which proposals were
advertised to be received **no later than 3:00 p.m., EST, on Thursday, July 28, 2022**, 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 42

Prompt Payment Discount, if applicable: N/A % N/A 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 - Specific qualifications and results
- ☒ Tab 3 - Resources
- ☒ Tab 4 - References
- ☒ Tab 5 - Financial Statement, upon request Insurance
- ☒ Tab 6 - Forms
 - ☐ If you have a physical location in Volusia County, submit one of these:
Current **Business Tax Receipt OR Proof of Exemption** Form
 - ☒ 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
 - ☒ Drug Free Workplace Form
 - ☒ Certification Regarding Debarment (Prime) Form
 - ☐ Certification Regarding Debarment (Sub) Form
 - ☒ Certification Regarding Scrutinized Companies
 - ☐ Proposal Bond
 - ☐ Performance Bond
 - ☐ Payment Bond

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 Request for Statements of Qualifications No. **22-SQ-132PW State Lobbyist**, 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 3.22, 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

Paul Bradshaw

Printed Name

Partner

07/28/2022

Title

Date

The Southern Group of Florida, Inc.

Company Name

123 S. Adams Street Tallahassee, FL 32301

Full Address

850-671-4401

850-671-4402

bradshaw@thesoutherngroup.com

Telephone

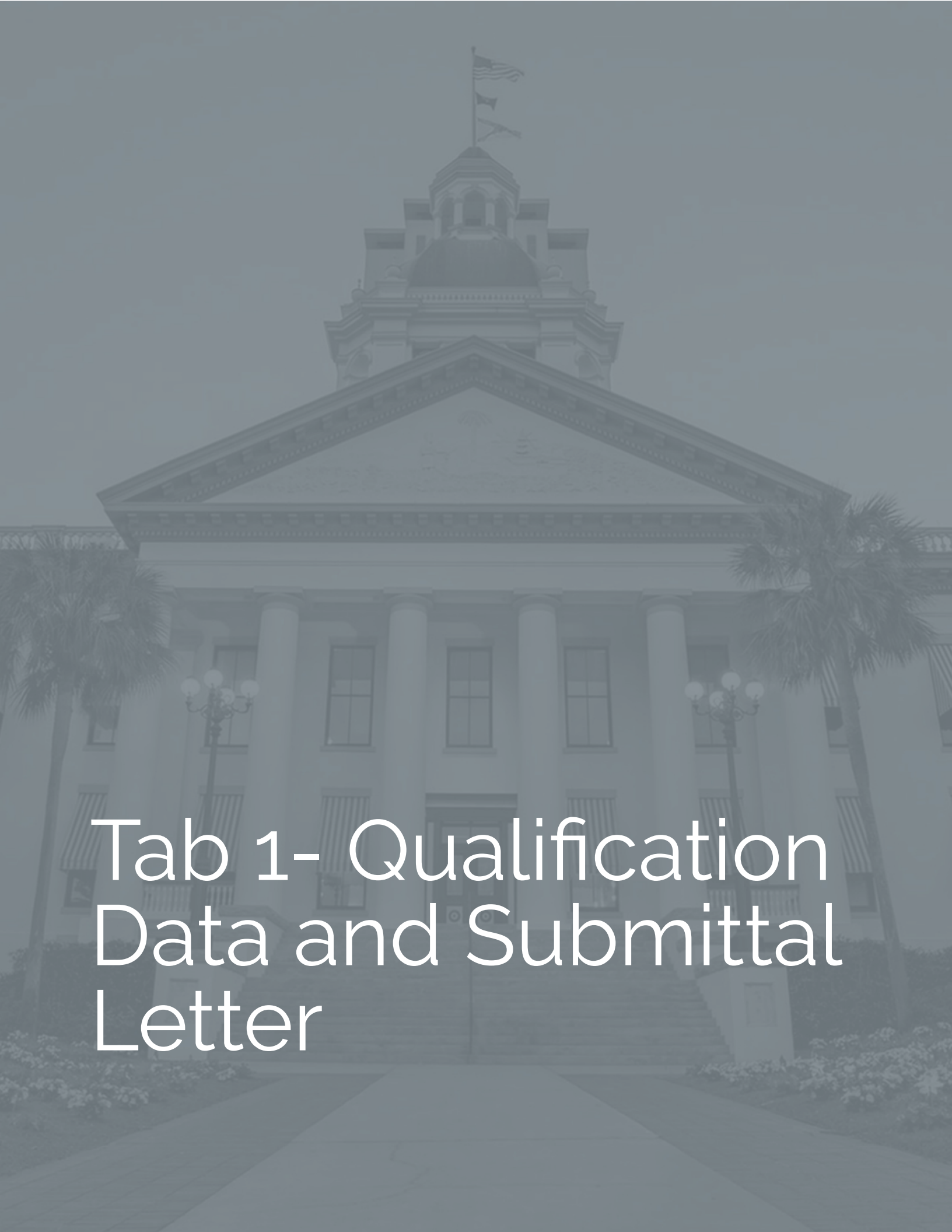
Fax

E-mail Address

59-3584976

Dun & Bradstreet #

Federal I.D. #



Tab 1- Qualification Data and Submittal Letter

A. SUBMITTAL LETTER

County Council:

Please accept this proposal from The Southern Group of Florida, Inc. ("The Southern Group") in response to Volusia County ("County") RFP No. 22-SQ-132PW State Lobbyist. Our firm offers to continue providing the highest level of professional services in advocacy on behalf of the County. This proposal outlines our experience and history, but also how we will continue delivering results for you.

We have cultivated and retained a strong, diverse team of experts who help our clients build winning strategies, navigate the pathways to power, and connect with decision makers— whether in government or business. The Southern Group has unmatched qualifications to assist the County in navigating the complexities of securing specific budget priorities, crafting strategies to achieve success in the passage or defeat of critical legislation, and engaging with the executive and regulatory agencies who are vital in the implementation of appropriations or rule-making. Our firm represents dozens of local governmental entities throughout the state of Florida, and we are keenly aware of the issues you face on a day-to-day basis as it relates to home-rule, regulatory issues, and federal funding opportunities.

Due to our existing knowledge of the County's priorities, extensive experience working with local governments and comprehension of decision-makers' priorities, we are the perfect partner to advance the County's legislative priorities.

Specific to your interests, we have assigned five lobbyists to the Volusia County team: Oscar Anderson, Paul Bradshaw, David Browning, Nicole Kelly, and Sydney Ridley. To ensure efficient communication, Oscar will serve as the County's team lead and main point of contact for all contract negotiations. The County will be served directly by these five team members; however, all of 32 Partners at The Southern Group will work hard to deliver results for the County on a relationship-specific, as-needed basis.

We sincerely hope this proposal exceeds your expectations, and look forward to continuing our track record of successfully representing local governments before the Executive and Legislative branches of government.

Sincerely,



Paul Bradshaw, Founder and Chairman

bradshaw@thesoutherngroup.com

(850) 671-4401

B. FIRM PROFILE

1. HISTORY OF THE BUSINESS

Founded in 1999, our firm pioneered the lobbying industry in Florida and beyond. We were the first to offer a unique type of advocacy that was driven by aligning the best and brightest candidates from business, government, and politics, and establishing a network of offices that offer our clients unparalleled access to local and state government. We have cultivated and retained a strong, diverse team of experts who help our clients build winning strategies, navigate the pathways to power, and connect with decision makers— whether in government or business.

For the last 22 years, our team has successfully championed our clients' interests; with an unparalleled team of experts, a culture of excellence, and a legacy of winning. We approach every project and client with the same methodical process that is adaptable to the ever-changing environment in Tallahassee.

2. ORGANIZATIONAL STRUCTURE

The Southern Group has offices throughout the South including Alabama, Georgia and South Carolina. With six offices, home to 32 lobbyists across the state of Florida —Tallahassee (1999), Orlando (2005), Tampa Bay (2006), Jacksonville (2009), Miami (2009) and the Florida Keys (2018), The Southern Group is the largest lobbying firm in the state of Florida.

In addition to the lobbying team, The Southern Group is supported by a ten person Business Operations team. These individuals are located in each of the offices and manage all administrative tasks, assist with content creation, client visits to Tallahassee, project management and ensure the team is in compliance with all local and state lobbyist registrations.

3. DESIGNATION OF THE LEGAL ENTITY BY WHICH THE BUSINESS OPERATES

The Southern Group was incorporated in the state of Florida on June 21, 1999 and is qualified to do business within the state of Florida. The firm's active Department of State Certificate of Status can be found on page seven.

4. FLORIDA DEPARTMENT OF STATE, DIVISION OF CORPORATIONS' SUNBIZ REPORT

The Department of State, Division of Corporations' Sunbiz Report can be found on pages eight to ten.

State of Florida

Department of State

I certify from the records of this office that THE SOUTHERN GROUP OF FLORIDA, INC is a corporation organized under the laws of the State of Florida, filed on June 21, 1999.

The document number of this corporation is P99000055999.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on March 29, 2022, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-ninth day of March,
2022*



Laundreae
Secretary of State

Tracking Number: 4214525275CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation

THE SOUTHERN GROUP OF FLORIDA, INC

Filing Information

Document Number	P99000055999
FEI/EIN Number	59-3584976
Date Filed	06/21/1999
State	FL
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	08/16/2019
Event Effective Date	NONE

Principal Address

123 S. ADAMS STREET
TALLAHASSEE, FL 32301

Changed: 04/03/2019

Mailing Address

P.O. BOX 10570
TALLAHASSEE, FL 32302

Changed: 03/23/2007

Registered Agent Name & Address

BRADSHAW, PAUL R
123 S. ADAMS STREET
TALLAHASSEE, FL 32301

Name Changed: 06/15/2000

Address Changed: 04/03/2019

Officer/Director Detail

Name & Address

Title P

BRADSHAW, PAUL R

P.O. BOX 10570
TALLAHASSEE, FL 32302

Title Treasurer

CONE, RACHEL
P.O. BOX 10570
TALLAHASSEE, FL 32302

Title Secretary

CAVANY, ADRIA
P.O. BOX 10570
TALLAHASSEE, FL 32302

Annual Reports

Report Year	Filed Date
2020	03/13/2020
2021	03/17/2021
2022	03/29/2022

Document Images

03/29/2022 -- ANNUAL REPORT	View image in PDF format
03/17/2021 -- ANNUAL REPORT	View image in PDF format
03/13/2020 -- ANNUAL REPORT	View image in PDF format
08/16/2019 -- Name Change	View image in PDF format
04/03/2019 -- ANNUAL REPORT	View image in PDF format
02/21/2018 -- ANNUAL REPORT	View image in PDF format
03/17/2017 -- ANNUAL REPORT	View image in PDF format
04/05/2016 -- ANNUAL REPORT	View image in PDF format
03/10/2015 -- ANNUAL REPORT	View image in PDF format
02/19/2014 -- ANNUAL REPORT	View image in PDF format
03/05/2013 -- ANNUAL REPORT	View image in PDF format
03/09/2012 -- Amendment	View image in PDF format
02/14/2012 -- ANNUAL REPORT	View image in PDF format
02/24/2011 -- ANNUAL REPORT	View image in PDF format
02/18/2010 -- ANNUAL REPORT	View image in PDF format
06/09/2009 -- Off/Dir Resignation	View image in PDF format
03/17/2009 -- ANNUAL REPORT	View image in PDF format
02/14/2008 -- ANNUAL REPORT	View image in PDF format
03/23/2007 -- ANNUAL REPORT	View image in PDF format
02/13/2006 -- ANNUAL REPORT	View image in PDF format
01/12/2005 -- ANNUAL REPORT	View image in PDF format
01/21/2004 -- ANNUAL REPORT	View image in PDF format
01/28/2003 -- ANNUAL REPORT	View image in PDF format
01/14/2002 -- ANNUAL REPORT	View image in PDF format
01/28/2001 -- ANNUAL REPORT	View image in PDF format

[06/15/2000 -- Amendment](#)

[View image in PDF format](#)

[01/28/2000 -- ANNUAL REPORT](#)

[View image in PDF format](#)

[11/09/1999 -- Amendment](#)

[View image in PDF format](#)

[10/06/1999 -- Amendment](#)

[View image in PDF format](#)

[06/21/1999 -- Domestic Profit](#)

[View image in PDF format](#)

B. FIRM PROFILE

5. OWNERSHIP INTERESTS

The Southern Group has ownership interests in real estate and investment holding companies. None of these interests will create a conflict of interest for our representation of Volusia County.

6. ACTIVE BUSINESS VENUES (COUNTIES, STATES, ETC.)

The Southern Group has six office locations in Florida: Tallahassee (Leon County), Jacksonville (Duval County), Orlando (Orange County), Tampa Bay (Hillsborough County), Miami (Miami-Dade County), and Islamorada (Monroe County).

7. PRESENT STATUS AND PROJECTED DIRECTION OF BUSINESS

According to publicly available information, The Southern Group is the largest lobbying firm in Florida with the highest billings of any other firm. Our firm will continue to grow and seek opportunities to improve our client service.

8. THE OVERALL QUALIFICATIONS OF THE BUSINESS TO PROVIDE THE SERVICES REQUESTED

The broad themes that characterize The Southern Group's project approach are communication, teamwork, and an objective measure for success in the form of an annual win-loss record passing or defeating specific legislation and securing specific appropriations as part of the County's unique legislative agenda. Our success in the past speaks for itself. Our lobbying success, demonstrated year after year, is the result of a large team of lobbyists with exceptional relationships across the legislative and executive branches of government in both parties, coupled with great communication with our clients, and a deep subject matter expertise that crosses over all industries and subject areas.

The result is that if a client needs to quickly meet with a public official, there is virtually no person in state government who cannot be quickly reached by a Southern Group lobbyist. And once reached, The Southern Group lobbying team has the skill and expertise to forcefully and effectively advocate on behalf of clients.

The Southern Group is a lobbying firm, period. Unlike a law firm with a subordinate lobbying component, The Southern Group dedicates its entire focus to doing one thing exceedingly well: lobbying. The firm is not diverted by the distractions of a law practice. Unlike lobbying firms built around a single dominant lobbyist, the power of The Southern Group is the depth of experience and skill found in each member of its large lobbying team.

The Southern Group was the first Florida lobbying firm to build a team of lobbyists drawn primarily from the top ranks of government; the first to build a statewide network of offices; the first to build a national lobbying network; and the first to embrace the brave new world of social media and the influence it can have on elected officials.

We will provide strategic guidance to the County on how best to achieve the County's legislative goals. Whether it is a member of The Southern Group or another identified advocate for the County, we can ensure the County is at the table when decisions are being made.

Lobbying doesn't just occur during committee meetings or during the 60-day Legislative Session. Paramount to an effective lobbying operation are strong relationships with key decision-makers from all over the state.

The Southern Group will provide superior service and offers the County the optimal structure to achieve objectives, based upon several key factors:

- Our team of top-notch, highly professional lobbyists who possess exceptional relationships with decision-makers and subject matter expertise;
- Our long history of constant communication with our clients and important decision-makers;
- Our experience and track record of success on behalf of our clients, which will be used to develop and implement a strategy to position the County for success;
- Our strong relationships with key leaders in both the executive and legislative branches in both parties'; and
- Our dedication to the highest level of customer service and quality.

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.

Oscar Anderson: Oscar is a Partner in our Orlando office, serving as the County's lead lobbyist on all policy issues. With decades of experience working in local, state and federal governments, Oscar brings his years of experience to the benefit of his clients. For nearly 30 years, he has successfully advocated for hundreds of businesses and organizations at all levels of government. He specializes in budget processes, growth management, and housing.

Paul Bradshaw: Paul is the Founder and Chairman of The Southern Group. He is a Martindale-Hubbell AV rated attorney and will serve as the County's designated attorney on staff. With an extensive background in local government and land use law, Paul was an attorney and policy maker at the Florida Department of Community Affairs, was the environmental attorney to the Governor and Cabinet, and frequently represented local governments in litigation.

David Browning: David is a Partner in our Tallahassee office. He has spent decades of his career as Florida's top political campaign operative, with particular expertise in the appropriations process. David will assist the County by providing strategic guidance on appropriation and policy initiatives.

Nicole Kelly: Nicole is a Partner in our Tallahassee office with over a decade of experience working in the Legislative Process. Nicole spent the past 10 years strategically building and strengthening relationships with leadership and key members of both chambers of the legislative branch. Since joining The Southern Group in 2021, she has directed and organized our appropriations practice. In 2022, Nicole coordinated over \$535 million in project wins for our clients.

Sydney Ridley: Sydney is a partner in our Tampa Bay office. She spent six years as the chief legislative aide to House Majority Leader Dana Young, working at the highest level of the Florida House of Representatives and directing all priority policy and budget initiatives. Sydney has cultivated relationships with legislative staff, agency heads, and elected officials, all of which can be used to the County's benefit.



✉ anderson@thesoutherngroup.com

☎ 407.650.5052

in Connect on LinkedIn

Influence creates
opportunity. Let us
show you how.



Oscar Anderson

Oscar Anderson is a respected government relations professional. With over 25 years of experience in the public and private sectors, Oscar is skilled in cutting government red tape and navigating political trends, achieving impressive results for those he represents.

Oscar has successfully advocated for hundreds of businesses and organizations at the local and state levels of Florida government, specializing in areas such as budgeting, growth management, and housing.

He also holds significant expertise in the areas of economic development, public and private partnerships, strategic planning, transportation, and environmental policy.

Oscar began his accomplished political career as legislative aide to a Florida state representative, working his way through the ranks of local, state and federal government to eventually serve as Deputy Chief of Staff of the U.S. Department of Housing and Urban Development, and then as the Chief of Staff and Assistant Secretary of the Florida Department of Community Affairs. During Oscar's tenure at DCA, he successfully directed passage of the landmark Wekiva Parkway and Protection Act, as well as the first overhaul to the state's growth management laws in over 20 years.

Oscar proudly serves on the Board of Directors of the Florida Wildlife Corridor and also sits on Orange County's Housing for All Task Force and Environmental Protection Commission. He has previously served as Chairman of Florida's Affordable Housing Study Commission, as a Board Member of the Orlando Science Center and as a Trustee of the East Winter Garden Community Transformation effort.

Oscar holds a Marketing degree from Stetson University and a Master's degree in Public Affairs from the University of Florida. The grandson of a citrus grower from Lakeland, Florida, Oscar is a proud native Floridian. He lives in Orlando with his beloved wife and their three children, who are his greatest accomplishment.



✉ bradshaw@thesoutherngroup.com

☎ 850.671.4401

Influence creates
opportunity. Let us
show you how.



Paul Bradshaw

Paul serves as Chairman of The Southern Group.

Paul Bradshaw founded The Southern Group in 1999 after a lengthy career as a policymaker and an administrative lawyer. Paul's work often strayed from the arcana of policy to the less staid world of political campaigns, including working on Jeb Bush's first successful gubernatorial campaign. Paul has dealt with a broad range of major public policy initiatives, including those directed at development, environmental protection, and public education.

Paul's involvement in both the mechanics of government and bare-knuckle politics gives him a rare ability to grasp the policy and political implications of lobbying issues.

Between 1986 and 1990, Paul served in the Martinez administration as the chief cabinet aide to the governor, the director of the state's growth management program, and the director of the Office of Policy and Budget. In those roles, Paul was instrumental in advancing Florida's environmental and growth management programs. In 1998, while working with then-candidate Jeb Bush, Paul was instrumental in crafting the education plan that completely re-engineered the K-12 system in Florida. Paul frequently writes speeches for candidates and elected officials, and during the course of his career has authored inaugural addresses and State of the State speeches for three governors.

Paul and his wife Sally reside in Havana, Florida.



✉ browning@thesoutherngroup.com

☎ 850.671.4401

Influence creates
opportunity. Let us
show you how.



David Browning

David Browning joined The Southern Group's Tallahassee office in 2011 after a 12-year career as one of Florida's top political campaign operatives, with particular expertise in the appropriations process.

David's efforts as a fundraiser and strategist have helped guide multiple political candidates to victory. David served as chief fundraiser for Florida Speakers Dean Cannon and Allan Bense, both raising money for their campaigns and working with House leadership to raise money for the House Republican Caucus.

David's efforts helped the Florida House return 81 Republican members in the 2010 election, giving them a supermajority.

In the Florida Senate, David represented President Mike Haridopolos and Majority Leader Andy Gardiner, as well as working with Senator John Thrasher, who was elected in a highly contested special election.

In the executive branch, David worked for Chief Financial Officer Jeff Atwater and Agriculture Commissioner Adam Putnam, setting fundraising records for those campaigns. David was also instrumental in raising millions of dollars for campaign war chests in the 2010 election cycle for Governor Rick Scott.

David is a graduate of Florida State University with a degree in political science. He lives in Tallahassee, Florida, with his wife and four children.



 kelly@thesoutherngroup.com

 850.671.4001

Influence creates
opportunity. Let us
show you how.



Nicole Kelly

Nicole Kelly joined The Southern Group in 2021, bringing a decade of experience in the industry to the Tallahassee office.

In the last decade Nicole began as a Legislative Analyst and worked as a Governmental Consultant representing a wide variety of clients and subject matter. Her expertise is primarily focused on property insurance, healthcare, appropriations, and a variety of other policy areas.

Nicole has spent the past 10 years strategically building and strengthening relationships with leadership and key members of both chambers of the legislative branch.

Nicole graduated from Florida State University with a BA in political science and sociology in 2011. Nicole was born and raised in Tallahassee, where she lives with her husband and two children.



✉ ridley@thesoutherngroup.com

☎ 813.563.4100

Influence creates
opportunity. Let us
show you how.



Sydney Ridley

Sydney Ridley joined The Southern Group in 2016, bringing years of legislative experience to the Tampa Bay office.

Sydney spent six years as the chief legislative aide to House Majority Leader Dana Young, working at the highest level of the Florida House of Representatives and directing all priority policy and budget initiatives. As a result, Sydney has cultivated relationships with legislative staff, agency heads, and elected officials. Sydney guided Senator Dana Young to successive electoral victories in the Florida House and spearheaded her subsequent election to the Florida Senate.

In addition to her work with Senator Young, Sydney has served as both a political director and a field director on State legislative campaigns. Sydney's political expertise at local and state levels and extensive campaign management experience serve as great assets to clients.

Sydney currently serves on the Junior Board of Advisors for the First Tee of Tampa Bay, as well as the University of Virginia's Jefferson Scholarship Selection Committee for the Tampa Bay region. Sydney graduated from the University of Virginia with a BA in 2010. Born and raised in Tampa, where she currently lives, Sydney is a third-generation Floridian.

The background image is a grayscale photograph of a city street. On the left, a modern building with a grid-like facade of windows rises. On the right, a classical building with a prominent dome and a flag on top is visible. A large, leafy tree stands in the middle of the street, and a paved road leads towards the buildings in the distance.

Tab 2- Specific Qualifications and Results

SPECIFIC QUALIFICATIONS AND RESULTS

1. DETAIL DESCRIPTION OF PROJECTS COMPLETED AND FUNDING DOLLARS ACQUIRED AS STATED IN SECTION 3.25

Our firm was built on the simple, but powerful concept that clients could be best served by hiring the most accomplished professionals out of government and politics, arming them with advocacy skills, and deploying them as a highly motivated and coordinated team. Our firm represents dozens of local governmental entities throughout the state of Florida, and our success rate speaks for itself.

During the 2022 Legislative Session, The Southern Group team helped secure over \$535 million in new or sustained state funding for our clients, with the average appropriation project landing over \$5 million.

Our team members' areas of expertise extend to legislative appropriations, agriculture, water and natural resources, local government, transportation, land use and environmental permitting, rules and appointments, utilities, economic development, education, energy, technology, telecommunications, public safety and law enforcement, taxation, insurance, and many other substantive specialty areas.

Due to our extensive experience working with local governments and knowledge of Legislative leadership priorities, we can advise the County on which appropriations projects have the most chance of success. Once the priority issues have been identified, The Southern Group will coordinate with the relevant officials in front of the appropriate legislative member(s), committee staff, and/or agency official(s) to advocate the County's position. Specific examples can be found on pages 25 to 31.

2. DETAILS OF EXPERIENCE WITH THE STATE OF FLORIDA IN THE AREAS STATED IN SECTION 2.0.

EVERY SUCCESSFUL LOBBYING CAMPAIGN STARTS WITH A PLAN

Our six offices throughout Florida give us unrivaled access to decision-makers across the state of Florida all year long. We are "local" in every major metropolis where legislators are clustered. This means that our lobbyists spend a majority of the year working and socializing with legislators even those outside of your region. This advantage shows in our results: our clients have secured hundreds of millions in state funding year after year. Most recently, during the 2022 Legislative Session, our team successfully secured \$535 million in the budget.

We have several attorneys that work with our firm that are available for help when needed. Volusia County will have Paul Bradshaw as a point of contact for policy issues. Paul is a Martingale-Hubbell AV

rated attorney with an extensive background in local government and land use law. Inside state government, Paul was an attorney and policy maker at the Florida Department of Community Affairs, was the environmental attorney to the Governor and Cabinet, and frequently represented local governments in litigation.

The Southern Group will help the County formulate an informed, realistic agenda with timelines and action items. The Southern Group has a stellar track record of winning for its clients, be it related to licensure, rulemaking, policy or funding-related, and we will bring our time-tested strategies and methods to bear on behalf of the County for its issues. Our lobbyists will represent the county in front of legislative and executive branch agencies on all issues relevant to the Volusia County.

Knowing and understanding the County's priorities are important to us. We would continue to work to make strategic partnerships with officials within the Florida Department of Transportation (FDOT) and Florida Department of Environmental Protection (DEP). Rachel Cone previously served as interim secretary for FDOT, where she successfully shepherded the department's policy agenda and \$11 billion budget across the finish line of the 2017 legislative session. Rachel understands the Department deeply and brings winning strategies for her clients, whether for funding of projects or advancing policy initiatives.

If honored with the opportunity to continue representing the County, we would like to formulate a strategy that includes the following timeline and our availability which is subject to further enhancement as The Southern Group and the County work together to fine-tune the mission.

The upcoming 60-day Legislative Session will begin on March 7, 2023. The Interim-Committee weeks prior to March have not yet been announced, but are expected to take place after the November General Election and Organization Session.

July/August: This is when the Governor's Agencies begin to develop their proposed budgets.

- Educate elected and state officials on the importance of the County's legislative priorities.
- Compile materials and leave behinds for member meetings.
- Devise our 2023 Session policy and budget strategy.

September - December: State agencies present their Long-Range Program Plan that outlines five years of priority programs, budget needs and agency implementation goals by September 30th. By October 15th, the Program Plans help shape agency Legislative Budget Requests (LBRs), which provide breakdowns of how much money agencies require for personnel and other needs.

- Meet with officials within relevant state agencies and legislative committee staff.

- Make introductions and/or strengthen relationships between the County and the Governor's office leadership team.
- Recruit legislative policy and/or budget champions.
- After the General Election (November 8th) an Organization Session will take place in Tallahassee.

January/February: The Governor uses the LBRs to make his budget recommendations for each state agency. His proposed budget must be presented 30 days before the beginning of legislative session.

- Interim Committee Weeks will take place. Dates are TBA.
- Monitor bill drafts and filings.
- Finalize bill sponsors and complete necessary appropriations project request forms.

March - May: The 60-day Legislative Session will kick off on March 7th. During session, we will continue navigating the budget and bill processes in both chambers, ensuring bills are heard in their respective committee stops. During the closing weeks of session, budget conference will take place where each chamber negotiates their budget priorities.

May - July: The Governor will be sent the 2023-2024 budget in the early Summer. Your Southern Group team will continue to work with the Governor's office and legislative champions to ensure funding projects and/or legislation is not vetoed.

Executive Branch: In order to grow the County's relationships within the Executive Office of the Governor (EOG), Office of Policy and Budget (OPB), and state agencies, we would assist with introductions amongst key decision makers and leadership teams. Key targets include:

- Chris Spencer, Director of Governor's Office of Policy and Budget
- Stephanie Kopelousos, Governor's Legislative Affairs Director
- Shawn Hamilton, Secretary of DEP and key leadership team
- Dane Eagle, Secretary of the Florida Department of Economic Opportunity (DEO) and key leadership team
- Kevin Guthrie, Director of the Division of Emergency Management and senior staff
- Jared Perdue, Secretary of FDOT and key leadership team

The Southern Group works with local governments on the entire spectrum of state level government issues from issues like permitting to rule making to grant opportunities.

Legislative Branch: Quickly establishing the County's legislative agenda and a sharp focus on key relationship-building will be the top priorities in the legislative branch strategy. Utilizing The Southern Group's existing relationships throughout the legislature, we will quickly focus on building relationships with incoming members of leadership, and key decision makers in the local government policy realm.

Key introductions throughout legislative leadership will be critical to short term wins and long-term success.

Local Government: A key differentiator between The Southern Group and other lobbying firms in the state is our statewide presence. With five regional offices located in Jacksonville, Orlando, Tampa Bay, Miami, and the Florida Keys, our team is keenly aware of the issues facing their individual communities. The partners in our regional offices have built relationships with elected and appointed leaders in our major metropolitan areas. They are very active in local campaigns, serve on community boards and are seen as the community connectors and government navigators in their respective regions. Our firm is also very involved in the Florida Association of Counties and work with them on all issues that impact county government, especially in areas such as legislative attempts to limit Home Rule or charter government.

RELATIONSHIPS ARE KEY

Relationship building and advocacy are The Southern Group's core competency. The Southern Group team members have great relationships with just about every elected official, stakeholder and decision maker in Tallahassee and throughout Florida, all of which can be utilized in advocating on behalf of the County. The political environment moves at a rapid pace and drastically changes as leadership roles evolve.

We will continue cultivating champions among the current class of legislative and executive policy leaders pertinent to the County as well as building for the future, setting up long-term relationships with the up-and-coming leaders.

Strong relationships with key decision-makers from all over the state are paramount to an effective lobbying operation.

Building trusted and meaningful relationships with decision makers comes naturally to our team. We systematically evaluate our relationships with all 160 legislators, legislative staff, committee staff, and dozens of key executive branch personnel. By evaluating our relationships, we build out a relationship matrix which helps us consistently work to improve relationships where needed with the ever-changing cast of state leaders and staff who create and implement policy election cycle after election cycle.

The team assembled to represent the County has great working relationships with the County's incoming Legislative Delegation. Their support is critical to implementing the County's legislative agenda in Tallahassee. **Perhaps most importantly, our lobbyists have great professional and personal relationships with key committee chairmen and ranking members of the Legislature from outside of Volusia County. As leadership changes, members across Florida will be instrumental in achieving the appropriation and policy goals of the County.**



Our diverse team across the state of Florida makes us a leader in the lobbying industry.

3,685

Total number of pieces of legislation filed for consideration during the 2022 Legislative Session (bills, resolutions, PCBs, memorials, etc.)



The Southern Group directly facilitated \$535 million in appropriation funding for our clients in the 2022-2023 budget.

\$535M

**NEW OR SUSTAINED
APPROPRIATIONS PROJECT
FUNDING**

101%

The Southern Group successfully secured 101% of our submitted appropriations requests in the 2022-2023 budget.

Total funding: \$535 million.

During the 2022 Legislative Session...

1729

appropriations project funding requests were submitted by members of the House.

1823

Local Funding Initiative Requests were filed by members of the Senate.

PAST PROJECT EXPERIENCE



CONTACT INFORMATION:

Stevie Freeman-Montes,
Governmental Relations Manager

Stevie.Freeman-
Montes@Sarasotafl.gov

(941) 263-6286

STAFF ASSIGNED:

- Laura Boehmer
- Michelle Grimsley
- Seth McKeel
- David Shepp

STRATEGY OVERVIEW

The Southern Group was selected to represent the City of Sarasota in Tallahassee after a competitive bid in 2020. As one of the Firm's newest engagements, we have worked with the City Administration and their Mayor and City Commission to build strong relationships with relevant State Agencies, the Governor's office and Legislative staff.

RESULTS

In 2022, The Southern Group was successful in securing all three priority appropriations projects for the City which included two streetscape projects totaling \$1.1 million and \$500,000 for the expansion of Legacy Trail. The Southern Group was successful in securing

\$487,000 in the 2021 State Budget for the Bobby Jones Restoration Project.

We continue to work with the City on applying for grant monies through the Governor's Job Growth Grant Fund and the Resiliency Florida Program.

PAST PROJECT EXPERIENCE



CONTACT INFORMATION:

Rob Perry, *City Manager*

rob.perry@bradentonfl.gov

(941) 932-9442

STAFF ASSIGNED:

- Laura Boehmer
- Michelle Grimsley
- David Shepp

STRATEGY OVERVIEW

The Southern Group was chosen after a competitive solicitation to represent the City of Bradenton in December of 2021. Having not engaged a state lobbyist before, The Southern Group worked with City Administration to educate them on funding opportunities, build relationships with State Agencies and assisted in crafting appropriation and grant applications.

RESULTS

The Southern Group was successful in securing \$500,000 for their priority appropriation request for a sanitary Sewer Lining Program for infiltration/inflow reduction. In addition, The Southern Group assisted the City in securing close to \$3 million in grant funding for drainage improvements in February of 2022.

PAST PROJECT EXPERIENCE



CONTACT INFORMATION:

Bob Majka, *County Manager*

bmajka@baycountyfl.gov

(850) 630-5706

STAFF ASSIGNED:

- Rachel Cone
- Clark Smith

STRATEGY OVERVIEW

In the 2019 Legislative Session, just after a Category 5 Hurricane Michael devastated parts of the Florida Panhandle, The Southern Group drew on its extensive legislative appropriations experience and also its strong desire to help the region recover.

RESULTS

Over the past three years, The Southern Group has successfully secured over \$13 million in appropriations for the County. During the 2019 legislative session, The Southern Group was able to secure \$8.5 million in total funding for the region, which included several infrastructure projects to rebuild the community.

In 2021, The Southern Group was again a champion for Bay County by securing \$4 million for Crayfish Habitat Restoration and \$1 million for the North Bay Water Quality Improvement Program.

Most recently, after the 2022 legislative session came to a close, Bay County had \$22.75 million in appropriations funding dedicated towards water quality projects, infrastructure, a jail facility expansion and public safety training facilities. The Southern Group team continued to advocate for Bay County to the Governor's office as veto season began.

PAST PROJECT EXPERIENCE



CONTACT INFORMATION:

Robert Lewis, *Government Affairs Director*

rlewis@scgov.net

(941) 444-9532

STAFF ASSIGNED:

- Laura Boehmer
- Seth McKeel
- David Shepp

STRATEGY OVERVIEW

Our team has worked with Sarasota County for nearly a decade. Three of our lobbyists are assigned to this team. We provide regular strategic advice to county officials; we have a deep understanding of the county's challenges and priorities and that ability to collaborate effectively and marry strategic government relations advice with county priorities has proven extremely effective. We bring to bear a deep understanding of legislative delegation members interests and priorities and we have been able to successfully match up that unique knowledge with county priorities to secure significant dollars for the county.

RESULTS

Being a coastal county, water quality initiatives are an enormous priority for both the county and the legislative delegation. We have capitalized on those shared priorities and secured million of dollars for their water quality and beach re-nourishment initiatives.

The County's growth has had them faced with transportation and infrastructure challenges. The Southern Group worked with the Florida Department of Transportation on a road swap agreement for the critical redevelopment of River Road and secured \$4 million in funding in 2022 for the expansion of Fruitville Rd. We have also worked with state agencies to advance on behalf of the County. Recently, The Southern Group worked with the County, the Governor's office and the Florida Sports Foundation to secure spring training funding for the Atlanta Braves and worked with state agencies on infrastructure funding for the Construction of their new stadium.

With the county's extraordinary growth, Fire/EMS training has been a critical need and our team with the help of the elected delegation was able to secure \$2 million this year to fund a new Regional Fire/EMS Training Academy.

PAST PROJECT EXPERIENCE



CONTACT INFORMATION:

Brian Lowack, *Intergovernmental Liaison*

blowack@pinellascounty.org

(727) 464-3485

STAFF ASSIGNED:

- Laura Boehmer
- Seth McKeel
- David Shepp

STRATEGY OVERVIEW

The Southern Group has represented Pinellas County since 2018. This is a comprehensive representation and we have worked on a host of local government issues from fending off attacks on home rule, to emergency operations, red tide response, and numerous local appropriations projects. Outside of committee weeks and legislative session, our lobbyists are meeting with decision makers at every layer of government, advocating for additional funding, or policy priorities for the County.

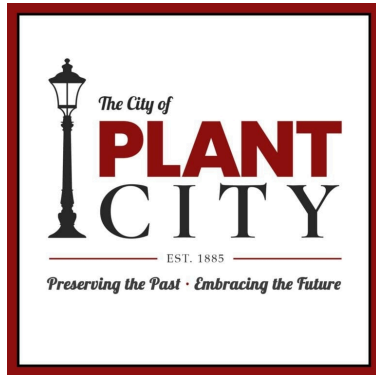
RESULTS

Most recently, The Southern Group secured \$24.9 million in the budget solely for Pinellas County. Of those funds, \$15 million were provided for the environmental remediation of the site of the former Toytown Landfill in Pinellas County in order for the site to be used for the purposes of youth sports. The remaining \$10 million secured were dedicated to stormwater improvements and a joint-use recreational facility between the school district and the county.

During the 2021 legislative session, the firm successfully secured \$1.5 million for the Pinellas County Gladys Douglas Property Acquisition – a joint acquisition with the City of Dunedin – to protect significant species found in the area and to enhance the property with recreational opportunities for both residents and visitors to Pinellas County.

The Southern Group is in constant communication with County Leadership and has worked closely with them on State Agency Grant Opportunities and has assisted in securing over \$30 million in project funding.

PAST PROJECT EXPERIENCE



CONTACT INFORMATION:

Bill McDaniel, *City Manager*

billmcdl@plantcitygov.com

(813) 659-4200

STAFF ASSIGNED:

- Seth McKeel
- Sydney Ridley
- David Shepp

STRATEGY OVERVIEW

The Southern Group has represented the City since 2017. Working with their local delegation and city leaders, we are able to put forward appropriations projects and achieve policies goals.

RESULTS

Over the past four years, The Southern Group has secured nearly \$5 million for various City priority projects, including road expansion, a park, and an aquifer augmentation project. In addition to appropriations, The Southern Group continues to defeat legislation that threatens home rule. In 2018, we defeated a bill that would have impacted the City's ability to conduct elections in the years it preferred.

PAST PROJECT EXPERIENCE



CONTACT INFORMATION:

Ken Frink, *City Manager*

kfrink@crystalriverfl.org

(352) 795-4216 Ext. 301

STAFF ASSIGNED:

- Laura Boehmer
- Nicole Kelly
- Seth McKeel
- David Shepp

STRATEGY OVERVIEW

The Southern Group was hired by the City of Crystal River in 2016 and has worked with City leadership to secure state appropriations and DEP grant funding. Additionally, the Southern Group has assisted with many regulatory issues with both the Florida Department of Transportation, The Florida Department of Environmental Protection, and the Florida Fish and Wildlife Commission.

RESULTS

The Southern Group has been successful in securing over \$31 million in the state budget for the cleanup of Kings Bay. In 2022, The Southern Group secured \$3 million for the final phase of their Riverwalk and over \$20 million for the Turkey Oak Bypass. Previously we have additionally secured \$400,000 for the City of Crystal River to make improvements to the Three Sisters Springs Refuge, \$450,000 for a park project within the City, and \$100,000 for a master sewer plan study. In 2021, The Southern Group worked to successfully pass legislation to limit anchoring in spring runs, which has been invaluable to the restoration of Kings Bay.



Tab 3- Resources

RESOURCES

1. A BRIEF DESCRIPTION OF WHAT ADDITIONAL RESOURCES THE POTENTIAL RESPONDENT POSSESSES TO COMPLETE THIS PROJECT.

We are successful because of the broad themes that characterize how we approach projects:

communication, teamwork, and an objective measure for success.

- We evaluate our relationships with key policymakers and staff, maintaining an internal **relationship matrix** of an ever-changing cast of state leaders and staff.
- We hold weekly (and sometimes daily) **internal strategy discussions** during and outside of Legislative Session with our entire team of lobbyists to review client issue.
- We utilize our **project management dashboard** to keep track of tasks and goals across the team.
- We proactively communicate with clients, **providing verbal and written reports**.
- We consistently talk about our clients and their needs. We have developed a process for our team to rapidly communicate so that we can **move information quickly** for the benefit of our clients.

MONITORING SERVICES

The Southern Group strives to keep our clients engaged and informed throughout the year. Our daily newsletter, *What's Trending Florida*, offers a high-level, insider's point-of-view of what is happening at all levels of government. Throughout the interim committee weeks and legislative session our team will provide bill and committee reports relative to the County's areas of interests. Upon the conclusion of Legislative Session, our team takes a deep dive into the budget and provides budget summaries by silos for our clients to better understand the funding resources available in the upcoming year(s). Examples of these reports can be found on the following pages in this section.

When the legislature is not in Session, our team hosts webinars for our clients to stay engaged in policy discussions and further build their relationships with decision makers. Our clients have participated in webinars focused on Transportation, Infrastructure and Resiliency issues, Technology, a Pre-Session discussion with leaders in the legislative process, and a Legislative wrap up on the recent School Safety bill.

LOGISTICS

The County's leaders will have full access to The Southern Group's Tallahassee office for meetings and appointments. Our 11,000 square foot office is conveniently located to provide ready access to the capitol and other major state government buildings. It has room for guests and large meetings for our clients. We routinely hold receptions in our office for our clients to engage with legislators and other decision makers.

In addition to our available meeting space, your lobbying team is readily available to assist with the scheduling of Tallahassee in-person meetings with members of the Legislative and Executive Branches.

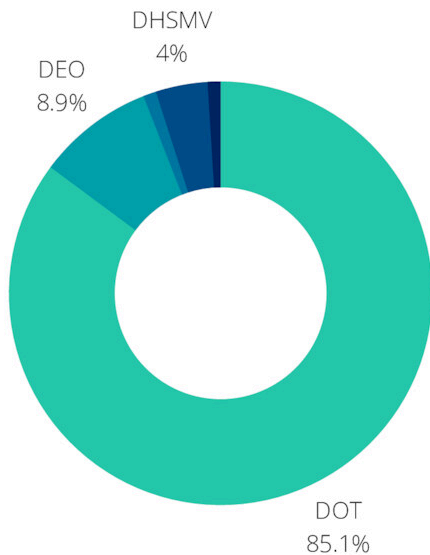
Due to our existing relationships, we can coordinate meetings with key influential members of the House and Senate, decision-makers within the Executive Branch. Our team is able to assist with meeting preparations, including but not limited to drafting leave-behind materials, compiling background information and bios of your meeting attendees, assisting with meal and travel logistics while in Tallahassee, etc.

ON PAGES 35-44, YOU WILL FIND EXAMPLES OF BUDGET REPORTS, AS WELL AS COMMITTEE MEETING REPORTS WE PREPARE FOR CLIENTS.

Transportation, Tourism and Economic Development

Fiscal Year 2022-23 Budget Overview

This document is current as of March 31, 2022, and prior to the Governor's final signature of the budget.



Budget negotiations between the House and Senate yielded a historic \$112.1 billion budget for Fiscal Year 2022-23, which includes \$3.5 billion in federal relief funding. The Transportation, Tourism and Economic Development portion of the budget encompasses \$14.8 billion, which covers 13% of the overall budget. Governor DeSantis has until July 1, 2022 to act upon the budget.

Department of Transportation (DOT)

budget total: \$12.7 Billion

Work Program Overview:

- State Highway Construction Projects- \$2.7 Billion
- Arterial Highway Construction- \$253 Million
- Highway Maintenance- \$631.5 Million
- Construction Inspection Consultants- \$583.5 Million
- Safety Projects- \$160 Million
- Resurfacing- \$1.1 Billion
- Bridge Construction- \$204.5 Million

County Transportation Projects- \$50 Million

The nonrecurring sum of \$50,000,000 from the General Revenue Fund is appropriated to the Department of Transportation in Fixed Capital Outlay for county transportation projects. Of that amount, \$30,000,000 is allocated for the Small County Outreach Program under section 339.2818, Florida Statutes, and \$20,000,000 is allocated for the Small County Road Assistance Program under section 339.2816, Florida Statutes.

Local Transportation Projects- \$498.5 Million

Contact your Southern Group lobbyist for the full list of projects.

Network Communications Recovery and Security- \$742,807

Storage Area Network Replacement- \$3.58 Million

Data Infrastructure Modernization- \$1.73 Million

FLAIR System Replacement- \$2 Million

Funds in Specific Appropriation 2018A are provided for the planning and remediation tasks necessary to integrate agency applications with the new Florida Planning, Accounting, and Ledger Management (PALM) system. The funds shall be placed in reserve. The agency is authorized to submit budget amendments requesting release of these funds pursuant to the provisions of chapter 216, Florida Statutes. Release is contingent upon the approval of a detailed operational work plan and a monthly spend plan that identifies all project work and costs budgeted for Fiscal Year 2022-2023. The agency shall submit quarterly project status reports to the Executive Office of the Governor's Office of Policy and Budget, the chair of the Senate Committee on Appropriations, and the chair of the House of Representatives Appropriations Committee. Each status report must include progress made to date for each project milestone, deliverable, and task order, planned and actual completion dates, planned and actual costs incurred, and any current project issues and risks.

Security Intelligence and Monitoring- \$780,000**Security Risk Management Program- \$326,300****Virtual Mobility Data Management- \$688,281****Geospatial Roadway Data Strategic Framework- \$458,640**

Division of Emergency Management (DEM)

State Emergency Operations Center- \$80 Million

The nonrecurring sum of \$80,000,000 from the General Revenue Fund is appropriated to the Department of Management Services (DMS) in Fixed Capital Outlay for the construction of a new State Emergency Operations Center in Leon County, to be managed by DMS. These funds shall be placed in reserve. Release of these funds is contingent upon the full release of funds provided in section 195 of this act. Upon completion of the planning and design, DMS is authorized to submit a project plan and budget amendment for the release of funds, pursuant to chapter 216, Florida Statutes. The project plan, at a minimum, shall include: 1) the architectural plans, design, and total square footage of the facility and/or complex; 2) the site location; 3) a detailed breakout of the costs; and 4) a timeline for completion. The project plan and budget amendment for the release of funds must be submitted to the President of the Senate, the Speaker of the House of Representatives, and the Executive Office of the Governor's Office of Policy and Budget. The facility and/or complex, upon completion, shall be included in the Florida Facilities Pool, pursuant to chapter 255, Florida Statutes.

Continued Emergency Mass Notification System- \$3.5 Million

From the funds in Specific Appropriation 2622, \$3,500,000 in nonrecurring funds from the General Revenue Fund is provided to continue the statewide emergency and mass notification system with the capability to provide alerts of imminent or actual hazards to all Florida's citizens, businesses, and visitors.

Technology Sustainment Funds- \$1.8 Million**Record and Platform Standardization Initiative- \$2.7 Million****IT Strategy Study- \$450,000**

From the funds in Specific Appropriation 2622, \$450,000 in nonrecurring funds from the General Revenue Fund is provided to the Division of Emergency Management to contract for an enterprise information technology strategy that, at a minimum, considers a portal for shelters, a grant management portal, and enterprise document management needs. The strategy must document and include an analysis of current business processes and technology, recommendations for new technology that can be leveraged across the enterprise, and estimated timelines and costs for implementation. Upon completion, the division shall provide a copy of the study to the Executive Office of the Governor's Office of Policy and Budget, the chair of the Senate Committee on Appropriations, and the chair of the House of Representatives Appropriations Committee.

Warehouse Plan and Tracking System

In order to properly store, manage, maintain, and deploy emergency supplies during emergency activations and responses, the Division of Emergency Management, in consultation with the Department of Health, shall solicit procurement proposals for the lease, acquisition, or construction of warehouse storage space as well as an inventory management solution. Proposals must be from experienced providers who can demonstrate successful past performance of projects similar in size, scope, and complexity. Proposals shall address:

1. The integration and colocation of the Division of Emergency Management and the Department of Health warehouses into a new, fully-licensed and regulatory-compliant warehouse footprint with facilities at various geographic locations that meet the state's strategic needs for safety and distribution.
2. The capability of the warehouse facilities to store emergency supplies, including food and water, health and medical supplies, and medical equipment, including personal protective equipment, durable medical equipment, and medical countermeasures, in the correct environment with appropriate security, temperature, and humidity controls and in compliance with licensing and regulatory standards. Facility square footage shall be sufficient to access, maintain, inventory and distribute such supplies, which includes a PPE inventory pursuant to section 252.35(2)(u), Florida Statutes.
3. A staffing plan that ensures facility staff have appropriate knowledge, skills, and training to maintain, organize, identify, and package all types of emergency supplies, including medical equipment.
4. An inventory and quality management system that tracks and traces, in real-time, the state's emergency supplies. The system must be able to track the number, type, location, and expiration date of supplies in real-time; facilitate the regular testing, maintenance, and rotation of supplies and equipment; and provide real-time reporting to assist in the state's emergency response.

Proposals should identify the one-time and on-going costs associated with site selection and preparation, design and construction, retrofitting or renovations, leasing, utilities, software, and staffing, as appropriate. A proposal for an inventory management system is not required to be bundled with a proposal for the lease, acquisition, or construction of warehouse storage space. The division, with the Department of Health, shall develop a report that summarizes the proposals received; compares the costs and benefits of the proposals to the existing storage model; and identifies the most appropriate and cost-effective solution. The report shall be submitted to the Governor, the President of the Senate, and the Speaker of the House of Representatives by November 30, 2022.

Department of Economic Opportunity (DEO)

budget total: \$1.3 Billion

Law Enforcement Recruitment Bonus Program- \$20 Million

The funds provided in Specific Appropriation 2250A for the Florida Law Enforcement Recruitment Bonus Program are contingent upon HB 3, or substantially similar legislation, becoming a law.

Quick Response Training (QRT)- \$7.5 Million

Rural Infrastructure Fund- \$25 Million

From the funds in Specific Appropriation 2287, \$5,000,000 in recurring funds from the State Economic Enhancement and Development Trust Fund is provided as grant funding for the following Florida panhandle counties to facilitate the planning, preparing, and financing of infrastructure projects in these rural communities: Calhoun, Gadsden, Holmes, Jackson, Liberty, and Washington. Eligible uses of these funds include roads or other remedies to transportation impediments; storm water systems; water or wastewater facilities; and telecommunications facilities and broadband facilities. Grant funds are provided pursuant to section 288.0655(7), Florida Statutes.

Florida Job Growth Grant Fund- \$50 Million

The nonrecurring sum of \$50,000,000 from the General Revenue Fund is appropriated to the Department of Economic Opportunity for the Florida Job Growth Grant Fund pursuant to section 288.101, Florida Statutes.

Economic Development Toolkit- \$33.5 Million

Funds provided in Specific Appropriation 2295 are provided to make payments and tax refunds in Fiscal Year 2022-2023 for the following programs: Qualified Target Industry (QTI) Business Tax Refund; QTI Tax Refund - Brownfield Redevelopment Bonus; Brownfield Redevelopment Tax Refund; and High-Impact Business Performance (HIPI) Grant. Payments may only be made for projects that meet the statutory eligibility requirements. Funds may not be released for any other purpose and may only be disbursed when projects are certified to have met all contracted performance requirements. Funds provided in Specific Appropriation 2295 from the Economic Development Trust Fund represent local matching funds.

VISIT FLORIDA- \$50 Million

Operating Funds.

Space Florida- \$18.5 Million

Operating Funds.

Workforce Information System- \$150 Million

The nonrecurring sum of \$150,000,000 from the General Revenue Fund is appropriated to the Department of Economic Opportunity for the Consumer-First Workforce Information System project. These funds shall be held in reserve. The department is authorized to submit quarterly budget amendments requesting release of these funds pursuant to the provisions of chapter 216, Florida Statutes, and based on the department's planned quarterly expenditures. Release of these funds is contingent upon the full release of funds provided in section 195 of this act and the approval of a detailed operational work plan and monthly spend plan that identifies all work activities and costs budgeted for Fiscal Year 2022-2023. The department shall provide monthly project status reports to the Executive Office of the Governor's Office of Policy & Budget, the chair of the Senate Committee on Appropriations, and the chair of the House of Representatives Appropriations Committee. Each status report must include progress made to date for each project milestone, deliverable, and task order, planned and actual completion dates, planned and actual costs incurred, and any current project issues and risks.

Broadband Opportunity Program- \$400 Million

The nonrecurring sum of \$400,000,000 from the General Revenue Fund is appropriated to the Department of Economic Opportunity in Fixed Capital Outlay to expand broadband Internet service to unserved areas of the state. Funds are provided for the Broadband Opportunity Program to award grants for the installation or deployment of infrastructure that supports the provision of broadband Internet service as provided in section 288.9962, Florida Statutes.

Non-Custodial Parent Grant Program- \$7 Million

From the funds in Specific Appropriation 2246, \$7,050,000 in recurring funds from the General Revenue Fund is provided to the Department of Economic Opportunity to award grants through a competitive application process to entities to provide Noncustodial Parent Employment Programs on a statewide basis. These funds are contingent upon HB 7065, or substantially similar legislation, becoming a law.

Rural Infrastructure Grant Funds- \$5 Million

From the funds in Specific Appropriation 2287, \$5,000,000 in recurring funds from the State Economic Enhancement and Development Trust Fund is provided as grant funding for the following Florida panhandle counties to facilitate the planning, preparing, and financing of infrastructure projects in these rural communities: Calhoun, Gadsden, Holmes, Jackson, Liberty, and Washington. Eligible uses of these funds include roads or other remedies to transportation impediments; storm water systems; water or wastewater facilities; and telecommunications facilities and broadband facilities. Grant funds are provided pursuant to section 288.0655(7), Florida Statutes.

Local Support Grants- \$205 Million

The nonrecurring sum of \$205,000,000 from the General Revenue Fund is appropriated to Administered Funds for Fiscal Year 2021-2022 for Local Support Grants. Local Support Grants include grants to local governments, education entities, or privately-operated programs to support local initiatives. The chairs of the Legislative Budget Commission shall develop a transparent process for members of the Legislature to request Local Support Grants. The process shall be provided to the members of the Legislature, and posted publicly on the websites of the Florida Senate and Florida House of Representatives, no later than July 15, 2022. The Legislative Budget Commission shall approve requests for Local Support Grants no later than September 15, 2022. The Executive Office of the Governor shall submit an Administered Funds budget amendment no later than September 30, 2022, to distribute the funds for Local Support Grants to the appropriate state agencies for disbursement. Local Support Grants also include grants to local governments to provide one-time recognition payments of up to \$1,000, after taxes, for each essential first responder employed by the local government as a sworn law enforcement officer, emergency medical technician, firefighter, or paramedic. The Department of Economic Opportunity shall develop an allocation method to distribute Local Support Grants to local governments based on the number of essential first responders employed by the local government as of May 1, 2022. The allocation method shall be submitted to the Executive Office of the Governor's Office of Policy and Budget and the chairs of the Legislative Budget Commission by June 1, 2022. Local Support Grants for essential first responder recognition payments shall not exceed \$125,000,000, and the department shall first make payments from the unexpended balance of funds reverted and appropriated in section 195 of this act for the same purpose. The Department of Economic Opportunity is authorized to submit budget amendments, pursuant to chapter 216, Florida Statutes, as necessary to distribute Local Support Grants for essential first responder recognition payments as soon as possible.

Establish Florida Hometown Hero Program - \$100 Million

From the funds provided in Specific Appropriation 2289, \$100,000,000 of nonrecurring funds from the State Housing Trust Fund shall be used by the Florida Housing Finance Corporation to establish a Florida Hometown Hero Housing Program to provide down payment and closing cost assistance to eligible homebuyers.

Affordable Housing Catalyst Program- \$563,600

From the funds provided in Specific Appropriation 2290, \$563,600 of nonrecurring funds shall be used for training and technical assistance provided through the Affordable Housing Catalyst Program authorized in section 420.531, Florida Statutes. The Florida Housing Finance Corporation shall directly contract with the entity that meets all of the requirements of section 420.531, Florida Statutes, to provide the training and technical assistance.

Third Party Audit Services for Incentive Award Program- \$ 1 Million

From the funds in Specific Appropriation 2298, the Department of Economic Opportunity must contract for an independent third-party to verify that each business that receives an incentive award under an economic development program satisfies all of the requirements of the economic development agreement or contract, including job creation numbers, before a payment may be made under such agreement or contract. These comprehensive performance audit functions must include reviewing: 100 percent of all incentive claims for payment, including audit confirmations; the procedures used to verify incentive eligibility; and the department's records for accuracy and completeness. The independent third-party contractor must perform all functions and conduct all of the activities necessary to verify compliance with the performance terms of economic development incentive agreements or contracts.

Department of Highway Safety and Motor Vehicles (DHSMV)

budget total: \$529 Million

Motorist Modernization- \$8.9 Million

From the funds in Specific Appropriations 2712 and 2714, \$8,983,740 of nonrecurring funds from the Highway Safety Operating Trust Fund and \$1,010,000 of nonrecurring funds from the Gas Tax Collection Trust Fund are provided for Phase 2 of the Motorist Modernization project. Of these funds, \$6,737,805 from the Highway Safety Operating Trust Fund and \$757,500 from the Gas Tax Collection Trust Fund shall be placed in reserve. The department is authorized to submit quarterly budget amendments to request release of funds being held in reserve pursuant to the provisions of chapter 216, Florida Statutes, and based on the department's planned quarterly expenditures. Release is contingent upon approval of a comprehensive operational work plan reflecting all project tasks and a detailed spend plan reflecting estimated and actual costs. The department shall submit independent verification and validation assessments and quarterly project status reports to the Executive Office of the Governor's Office of Policy and Budget, the chair of the Senate Committee on Appropriations, and the chair of the House of Representatives Appropriations Committee. Each status report must include progress made to date for each project milestone and contract deliverable, planned and actual deliverable completion dates, planned and actual costs incurred, and any project issues and risks.

Department of State (DOS)

budget total: \$193 Million

Voter Registration System Modernization Feasibility Study- \$450,000

From the funds in Specific Appropriation 3139A, \$450,000 in nonrecurring funds from the General Revenue Fund is provided to the Department of State to competitively procure a feasibility study that includes detailed business, functional, and technical requirements to modernize the Florida Voter Registration System. Upon completion, the department shall provide a copy of the study to the Executive Office of the Governor's Office of Policy and Budget, the chair of the Senate Committee on Appropriations, and the chair of the House of Representatives Appropriations Committee.

Campaign Finance System Replacement Feasibility Study- \$450,000

From the funds in Specific Appropriation 3140, \$450,000 in nonrecurring funds from the General Revenue Fund is provided to the Department of State to competitively procure a feasibility study that includes detailed business, functional, and technical requirements to replace the current campaign finance system. Upon completion, the department shall provide a copy of the study to the Executive Office of the Governor's Office of Policy and Budget, the chair of the Senate Committee on Appropriations, and the chair of the House of Representatives Appropriations Committee.

Sunbiz Cloud Hosted Solution Analysis & Project Planning- \$4.1 Million

Funds in Specific Appropriation 3170A are provided to the Department of State for the sustainment of the current Sunbiz corporate filing system and to competitively procure (1) enhancements and temporary staffing for the Division of Corporations call center, and (2) deliverables-based contracted services for the project planning and analysis necessary to replace the Sunbiz system with cloud-hosted solutions pursuant to section 282.206, Florida Statutes. These funds shall be held in reserve. No funds are provided for Contract Number DAS-IT-19-01 by and between the Department of State and PCC Technology, Incorporated. At a minimum, the project planning shall include documentation of detailed business, functional, and technical requirements necessary for the competitive procurement of a replacement system. The department is authorized to submit quarterly budget amendments requesting release of these funds pursuant to the provisions of chapter 216, Florida Statutes, and based on the department's planned quarterly expenditures. Release is contingent upon approval of a detailed operational work plan and monthly spend plan that identifies all work activities and costs budgeted for Fiscal Year 2022-2023. By January 15, 2023, the department shall provide a report on the project planning outcome to the Executive Office of the Governor's Office of Policy and Budget, the chair of the Senate Committee on Appropriations, and the chair of the House of Representatives Appropriations Committee.

FLRules.org Replacement Feasibility Study- \$250,000

From the funds in Specific Appropriation 3183, \$250,000 in nonrecurring funds from the General Revenue Fund is provided to the Department of State to competitively procure a feasibility study that includes detailed business, functional, and technical requirements to replace the current flrules.org website. Upon completion, the department shall provide a copy of the study to the Executive Office of the Governor's Office of Policy and Budget, the chair of the Senate Committee on Appropriations, and the chair of the House of Representatives Appropriations Committee.

Archival Document Restoration Pilot Project- \$1 Million

From the funds in Specific Appropriation 3183, \$1,000,000 in nonrecurring funds from the General Revenue Fund is provided to the Department of State to support pilot projects in Polk, Madison, and St. Johns counties to restore and preserve official records that are of historical and archival value to evidence the foundation of the county. The department shall competitively procure qualified vendors to implement the pilot projects, with preference given to vendors with a history of restoring and preserving Florida historical records and with disaster proof housing capabilities. The department shall provide a report on the implementation and outcomes of the pilot projects to the Governor, President of the Senate, and Speaker of the House of Representatives by January 31, 2023.

Artifact Curation Facility- \$13.8 Million

The nonrecurring sum of \$13,800,000 from the General Revenue Fund is appropriated to the Department of State in Fixed Capital Outlay for the design and construction of an artifact curation facility.



House Agriculture and Natural Resources Appropriations Subcommittee
November 3, 2021
11:00 A.M.

Additional Materials:

[Meeting Packet](#)

[Video](#)

Florida Forever Program Update

Summary

Mara Gambineri, Deputy Secretary, Land and Recreation, DEP, gave the presentation. Florida Forever has a long history as a national leader in conservation, which is vital to the state's environmental protection and economic growth. These projects provide a host of benefits, including water quality and quantity, resiliency from storm impacts, habitat and species protection, and outdoor recreation.

In regard to the Florida Forever acquisition process, the Division of State Lands receives a proposal and submits it to ARC for review and scoring/ranking. The Governor and Cabinet approve the Florida Forever List and Work Plans(s), land acquisition and due diligence (including contracting) are conducted, then the Governor and Cabinet approve the acquisition.

The Florida Forever Act requires that land acquisition efforts be based on a comprehensive, science-based assessment. Top ranked projects that meet multiple Florida Forever goals and criteria are given greater consideration for priority ranking. The Florida Forever Priority List and Annual Work Plan guide implementation of the conservation goals of the program. These two documents are developed by the Acquisition and Restoration Council and approved by the Board of Trustees in May of each year.

There are 125 projects on the 2021 Florida Forever Priority List, and 54 of those projects are included in the 2021 Annual Work Plan; \$100 million is appropriated for Florida Forever for FY 2021-2022; and an additional \$300 million is appropriated to acquire lands that preserve, protect, or enhance wildlife habitats or corridors and linkages. The Florida Wildlife Corridor consists of 18 million acres, of which almost 10 million acres are conservation lands. The Florida Wildlife Corridor Act prioritizes conservation for the benefit of wildlife, Floridians, and the economy.

Recent approvals for Florida Forever projects include: Kissimmee St. Johns River Connector, 6,665 acres; Hardee Flatwoods, 1,661 acres; Corrigan Ranch, 4,381 acres; Coastal Headwaters Longleaf, 2,115 acres; and Devil's Garden, 1,638 acres.

Member Questions

Representative Stevenson said, "There are some significant parcels that don't show up. Is there a more comprehensive map you used for consideration of wildlife connections, like Twelve Mile Swamp, and smaller connections on private lands? Were those considered in the wildlife corridors?" Mara Gambineri said, "I don't have another map here in front of me, but I would be



happy to sit down with you and go through the entire 125 list and the subset that makes up the wildlife corridor list, as well.”

Representative Tant asked how long does the general process take, from looking at a particular project to completion? Mara Gambineri said the average timeline is nine months from start to finish.

Representative Roth asked, “Can you give me a ballpark number for the cost of the 125 projects on the list?” Mara Gambineri said, “I don’t have a figure for all 125 projects, but my guess is in the billion-dollar range.” Representative Roth asked, “Being that we have been underfunded for the last few years, is there more focus on these ARC projects that are conservation easement rather than fee simple?” Mara Gambineri said, “We like to have a healthy mix of fee simple and conservation easements. We’ve had pretty close to an even split over the past few years. It depends on the seller and what they’re comfortable with, and what our conservation goals for that particular parcel are.”

Wastewater Grant Program Update

Summary

Adam Blalock, Deputy Secretary, Ecosystem Restoration, DEP, gave the presentation. Septic systems are a well-known and substantial source of nutrients to groundwater and surface waters across the state. There are more than 2.5 million septic system in Florida that treat approximately one-third of the wastewater generated in the state.

The Wastewater Grant Program was created through the Clean Waterways Act in section 403.0673, F.S. To be eligible, a project must be in a BMAP, Alternative Restoration Plan adopted by final order, or a Rural Areas of Opportunity (RAO); provide a 50% match, unless waived for a RAO; connect Onsite Sewage Treatment and Disposal Systems (OSTDS) to central sewer facilities; construct, upgrade, or expand facilities to provide advanced waste treatment, as defined in s. 403.086(4), F.S.; and retrofit OSTDS to upgrade such systems to enhance nutrient-reducing OSTDS.

Wastewater Grant Program priorities include: first, subsidize the connection of OSTDS to existing infrastructure; second, expansion of wastewater collection or transmission facilities constructed concurrently with other construction projects occurring within or along a transportation facility right-of-way; and third, all other connections of OSTDS to wastewater treatment facilities.

Wastewater Grant Program considerations include: estimated reduction in nutrient load per project, project readiness, cost effectiveness, overall environmental benefit of a project, location of a project, availability of local matching funds, and project water savings or quantity improvements.

Program funding consists of \$116 million in state funding in FY 2021-2022, \$408 million in additional funding from prorated federal funds in FY 2021-2022, and recurring funding through documentary stamp tax distribution. Program awards to date include 16 grants totaling \$114.7



million, 318,000 pounds of total nitrogen reduced annually, 4,514 septic tanks targeted, 47,000 pounds of total phosphorous reduced annually, and 8.2 million gallons per day advanced wastewater treatment capacity created.

Member Questions

Representative Tant asked who were the typical recipients of the 16 grants that were awarded? Adam Blalock said, “This year, given that we had the additional \$500 million in federal funding, we really wanted to focus on addressing areas in Indian River Lagoon. Through our BMAP process we knew those were areas where we were seeing nutrient impacts directly related to a lot of septic tanks in close proximity. We want to very strategically identify large projects that can get a lot of nutrient reduction. We’re highlighting that area to get what we hope are some significant improvements in water quality there. We also looked at Orange County and a springs area we know has increased nutrient impacts. Orange County has been doing a heavy lift in identifying projects of septic-to-sewer and this was a subsequent phase of some multi-phase projects that we’ve been funding. We’ve also funded a septic-to-sewer project in Gibsonton, for significant nutrient reductions going into Tampa Bay.”

Representative Roth said, “We have a five-year DOT plan and an ARC priority list in DEP, so there is ranking of projects and it takes time to go through the process. Can you give us some insight on how you’re doing the grant funding?” Adam Blalock said, “A lot of that criteria was provided in statute – these are the types of projects that are eligible, this is how they should be prioritized, and other considerations, like looking at a BMAP and knowing it’s an impaired water body and the science has been done to model and identify all the different load allocations and sources of nutrients. If we’re in an area that’s got a BMAP, we can be very strategic in where we pick projects, and having that consistent funding allows us to do multi-phase, multi-year projects.” Representative Roth asked, “Is there some effort being made to prioritize projects and to prioritize areas?” Adam Blalock said yes.

Representative Stevenson asked, “Are we able to allocate some resources to keeping water bodies that aren’t yet in crisis from reaching the tipping point?” Adam Blalock said, “Trying to maintain water quality in areas where there is no impairment is certainly something that we do. In trying to address areas where we are seeing environmental impacts, it depends on the amount of funding we have. We’re continually sampling and monitoring water bodies, regardless of their impairment, and if we see trends start moving in a negative direction, we start reaching out to our stakeholders.”

Representative Morales asked is there an easy way to access the DEP website, and is it user friendly? Adam Blalock said, “Over the last couple of years we’ve been improving the usability of the website, particularly as we’re looking at our grant programs and the ability to have a simple process for submitting applications and understanding the grant process.”

Representative Tant asked what remains to be done by the Blue-Green Algae Task Force? Adam Blalock said, “There are a lot of different issues related to sources and how to address that. They are also looking at their innovative tech program and the other technologies out there. The task force will continue to meet and address issues as they come up.”



** Please contact your lead lobbyist if you have any questions or require any additional detail from this report.

A grayscale photograph of a woman with long, wavy hair, smiling and looking off to the side. She is wearing a light-colored trench coat over a dark top and a necklace. She is holding a large, light-colored tote bag. In the background, there is a large, classical-style building with a prominent dome and columns, surrounded by trees. The entire image has a semi-transparent overlay.

Tab 4- References

6.0 REFERENCES

Agency #1	Seminole County
Address	1101 E 1st Street
City, State, ZIP	Sanford, FL 32771
Contact Person	Tricia Johnson
Telephone & E-mail	(407) 666-7224; tajohnson@seminolecountyfl.gov
Date(s) of Service	January 2015 - Present
Type of Service	Lobbying
Comments:	The firm has represented Seminole County since 2015. We are the lead lobbying team for them on all policy issues impacting their charter government. Key issues have included monitoring and preventing attack on their charter enacted rural boundary, as well as other specific growth management challenges.

Agency #2	Sarasota County
Address	1660 Ringling Blvd.
City, State, ZIP	Sarasota, FL 34236
Contact Person	Robert Lewis
Telephone & E-mail	(941) 444-9532; rlewis@scgov.net
Date(s) of Service	October 2014 - Present
Type of Service	Lobbying
Comments:	Our team has worked with Sarasota County for nearly a decade. We provide regular strategic advice to county officials; we have a deep understanding of the county's challenges and priorities, and that ability to collaborate effectively and marry strategic government relations advice with county priorities has proven extremely effective. We have been able to successfully match up that unique knowledge with county priorities to secure significant dollars for the county.

Agency #3	Pinellas County
Address	315 Court Street
City, State, ZIP	Clearwater, FL 33756
Contact Person	Brian Lowack
Telephone & E-mail	(941) 444-9532; blowack@pinellascounty.org
Date(s) of Service	July 2018 - Present
Type of Service	Lobbying
Comments:	The firm has represented Pinellas County since 2018. This is a comprehensive representation and we have worked on a host of local government issues from fending off attacks on home rule, to emergency operations, red tide response, and numerous local appropriations projects.

A grayscale photograph of a business meeting. In the foreground, a man with glasses, wearing a suit and tie, is seated at a desk and working on a laptop. His hands are on the keyboard. To his right, another man in a suit is seated, looking towards the right side of the frame. The background is slightly blurred, showing an office environment with a framed picture on the wall. The overall tone is professional and focused.

Tab 5- Financial Stability



Diana L. Cureton
Private Wealth Manager
PH 850.325.3159
Cell 850.545.6952
diana.cureton@hancockwhitney.com

July 27, 2022

County of Volusia, Florida
Office of Purchasing and Contracts Director
123 W. Indiana Avenue, Room 302
DeLand, FL 32720-4608

To Whom It May Concern,

It is my pleasure to provide you with a banking reference letter for The Southern Group of Florida Inc. The relationship between Hancock Whitney and The Southern Group of Florida Inc. is held in high regard by the bank and hopes to continue long into the future.

Hancock Whitney has provided banking services to The Southern Group of Florida Inc. since 2016. Services included have included deposit accounts, personal and business loans to the group, affiliates and some of the partners as well as banking services of a wide variety.

The Southern Group of Florida currently has a valued relationship to include a working line of credit as well as deposit accounts. All current and former agreements with The Southern Group of Florida Inc have been honored as agreed and we value the group and it's partners as a top Client with Hancock Whitney.

The Southern Group of Florida had demonstrated financial stability with Hancock Whitney from the inception of our relationship in 2016 and has sufficient resources to provide requested services to the County of Volusia.

Please contact me if further information is requested.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jill Adkins", is written in a cursive style.

Jill Adkins
Private Banking Admin
On Behalf of:
Diana L. Cureton, SVP
Private Wealth Advisor

101 N Monroe Street, Ste 150, Tallahassee FL 32301
hancockwhitney.com

A grayscale photograph of a woman with long, wavy blonde hair, smiling and looking slightly to her right. She is wearing a dark-colored top with a light-colored floral pattern and a long, multi-strand pearl necklace. She is seated at a desk, with her hands resting on an open book. The background is softly blurred, showing what appears to be a window with light-colored curtains. The overall tone is professional yet approachable.

Tab 6- Forms

MEMBER PROFILE

Paul Race Bradshaw

Member in Good Standing

Eligible to Practice Law in Florida

Bar Number:

434401

Mail Address:

1345 Dupont Rd
Havana, FL 32333-6697

Office: **850-576-3424**

Cell: **850-576-3424**

Fax: 850-576-3230

Email:

bradshaw@sostrategy.com

Personal Bar URL:

<https://www.floridabar.org/mybarprofile/434401>

vCard:



County:

Gadsden

Circuit:

02

Admitted:

10/19/1984

10-Year Discipline History:

None

Law School:

Florida State University College of Law

The Find a Lawyer directory is provided as a public service. The Florida Bar maintains limited basic information about lawyers licensed to practice in the state (e.g., name, address, year of birth, gender, law schools attended, admission year). However, The Florida Bar allows individual attorneys the opportunity to add personal and professional information to the directory. The lawyer is solely responsible for reviewing and updating any additional information in the directory. The lawyer's added information is not reviewed by The Bar for accuracy and The Bar makes no warranty of any kind, express or implied. The Florida Bar, its Board of Governors, employees, and agents are not responsible for the accuracy of that additional information. Publication of lawyers' contact information in this listing does not mean the lawyers have agreed to receive unsolicited communications in any form. Unauthorized use of this data may result in civil or criminal penalties. The Find a Lawyer directory is not a lawyer referral service.



SOUTGRO-01

DSHAFER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fletcher & Company 1211 North 3rd Street Jacksonville Beach, FL 32250	CONTACT NAME: Debra Shafer PHONE (A/C, No, Ext): (904) 694-0317 E-MAIL ADDRESS: dshafer@fletcherandcompanyfl.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A : Southern-Owners Insurance Company INSURER B : Travelers Casualty and Surety Company INSURER C : Bridgeway Insurance Company INSURER D : INSURER E : INSURER F : NAIC # 10190 19038 12489
INSURED The Southern Group of Florida Inc PO Box 10570 Tallahassee, FL 32302	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		78131095	3/1/2022	3/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		78131095	3/1/2022	3/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		4440409700	3/1/2022	3/1/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	UB-1R064791-22-42	7/15/2022	7/15/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liabili		7GA7PL0000916-01	3/5/2022	3/5/2023	Occurrence \$ 1,000,000
C	Professional Liabili		7GA7PL0000916-01	3/5/2022	3/5/2023	Aggregate \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

County of Volusia
Purchasing & Contracts Division
123 W Indiana Avenue
Room 302
Deland, FL 32720

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

10.0 CONFLICT OF INTEREST FORM

I HEREBY CERTIFY that

1. I, *(printed name)* Paul Bradshaw, am the
(title) Partner and the duly authorized representative of
the firm of *(Firm Name)* The Southern Group of Florida, Inc. whose address is
123 S. Adams Street Tallahassee, FL 32301, 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: _____

Printed Name: Paul Bradshaw

Firm Name: The Southern Group of Florida, Inc.

Date: 07/28/2022

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

The Southern Group of Florida, Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

P.O. Box 10570

6 City, state, and ZIP code

Tallahassee, FL 32302

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - _____

or

Employer identification number

5 9 - 3 5 8 4 9 7 6

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ► 01/01/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

11.0 DRUG-FREE WORK PLACE

The undersigned firm in accordance with Florida statute 287.087 hereby certifies that

The Southern Group of Florida, Inc. does:
(Name of Firm)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Oscar Anderson, Partner
Name and Title

Signature

07/28/2022
Date

The Southern Group of Florida, Inc.
Firm

123 S. Adams Street
Street address

Tallahassee, FL 32301
City, State, Zip

12.0 CERTIFICATION REGARDING DEBARMENT (PRIME)

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

TO BE COMPLETED BY PRIME CONTRACTOR

1. The prospective primary participant (contractor) 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

Oscar Anderson, Partner

07/28/2022

Name and Title

Date


Signature

The Southern Group of Florida, Inc.

Firm

123 S. Adams Street

Tallahassee, FL 32301

Street address

City, State, Zip

**14.0 CERTIFICATION REGARDING PROHIBITION AGAINST CONTRACTING
WITH SCRUTINIZED COMPANIES**

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

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

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

Name of Respondent: Paul Bradshaw

By: 
(Authorized Signature)

Title: Partner

Date: 07/28/2022



Influence creates opportunity.
Let us show you how.

TheSouthernGroup.com



EXHIBIT C INSURANCE REQUIREMENTS

22-SQ-132PW

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 C 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	Florida Statutory Coverage	
COMMERCIAL GENERAL LIABILITY - Broad form <input checked="" type="checkbox"/> Occurrence Basis <input checked="" type="checkbox"/> County Additional Insured <input checked="" type="checkbox"/> Waiver of Subrogation	EACH OCCURRENCE	\$ 1,000,000
	GENERAL AGGREGATE	\$ 2,000,000
	Premises-Operations	\$ 1,000,000
	Products & Completed Ops	
	Personal & Adv Inj.	\$ 1,000,000
	Fire Damage	\$ <input type="text"/>
		\$ <input type="text"/>
AUTO LIABILITY <input checked="" type="checkbox"/> Any Auto	Combined Single Limit	\$ 250,000
	Bodily Injury (Per person)	\$ <input type="text"/>
	Bodily Injury (Per accident)	\$ <input type="text"/>
	Property Damage (Per Accident)	\$ <input type="text"/>
<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	\$ 1,000,000 Occurrence/Aggregate	
CANCELLATION: Thirty (30) days written notice of cancellation is required to the Certificate Holder:		
Certificate Holder: County of Volusia Purchasing & Contracts Division 123 W. Indiana Avenue, Room 302 DeLand, FL 32720 ATTN: <u>Analyst Name</u>		

**EXHIBIT C
INSURANCE
REQUIREMENTS**

22-SQ-132PW

- 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. 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.
- C. 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.
- D. Risk Retention Groups and Pools. Contractor shall not obtain an insurance policy required under this Agreement from a Risk Retention Group or Pool.
- E. Minimum Required Policies and Limits. Minimum underlying policies, coverages, and limits shall include all policies listed in *Figure 1*.
- F. 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, 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 carried by or for the benefit of the County with any other insurance available to the County. The Contractor shall utilize ISO Form CG 20 38 04 13 and CG 20 37 04 13 or equivalent 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.
- G. If the services provided require the disposal of any hazardous or non-hazardous materials off the job site, the disposal site operator must furnish a certificate of insurance for Pollution Legal Liability with coverage for bodily injury and property damage for losses that arise from the facility that is accepting the waste under the Agreement.

**EXHIBIT C
INSURANCE
REQUIREMENTS**

22-SQ-132PW

- 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. Policy shall include 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 and the insurance carrier of the PEO execute 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 acquire and maintain Commercial General Liability insurance, with limits of not less than the amounts shown above. 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, Subcontractors and "broad form" property damage coverages 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 groups A, B, and C. 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. Public liability coverage shall include either blanket contractual insurance or a designated contract contractual liability coverage endorsement, indicating expressly the Contractor's Agreement to indemnify, defend and hold harmless the County as provided in the Agreement. The commercial general liability policy shall provide coverage to County when it is required to be named as an additional insured either by endorsement or pursuant to a blanket additional insured endorsement, for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of any endorsements

**EXHIBIT C
INSURANCE
REQUIREMENTS**

22-SQ-132PW

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. When County is added as additional insured by endorsement, ISO Endorsements CG 20 38 and CG 20 37 or their equivalent shall be used and shall provide such additional insured status that is at least as broad as ISO form CG 20 10 11 85. If County has agreed by separate contract to require Contractor to name another party as an additional insured, Contractor shall add said party as an additional insured to the commercial general liability policy by ISO Endorsement CG 20 38. Contractor shall require its subcontractors performing work under this Agreement to add the County and any other party that the County has agreed by separate contract to require Contractor to name as an additional insured to their Commercial General Liability policy as an additional insured by ISO Endorsement CG 20 38. All commercial general liability policies shall 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 motor vehicle coverage in the split limit amounts of no less than the amounts shown in *Figure 1* per person, per occurrence for bodily injury and for property damage or a combined single limit of the amount shown above **with “Any Auto”, Coverage Symbol 1, providing coverage for all autos operated regardless of ownership, and** protecting itself, its employees, agents or lessees, or subsidiaries and their employees or agents against claims arising from the ownership, maintenance, or use of a motor vehicle. The County shall be an additional insured under this policy when required in *Figure 1*.
- K. Professional Liability. The Contractor shall ensure that it secures and maintains, during the term of the Agreement, Professional Liability insurance with limits of no less than the amount shown above. 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 or employees [and broad enough to include errors and omissions specific to Contractor's professional liability for direct and contingent design errors and Architect's/Engineers professional liability with no exclusions for design-build work]. The County shall be an additional insured under this policy when required in *Figure 1*.

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.

NOTE: Coverage for loss of electronic data can be incorporated with insurance coverage in N, Cyber Insurance or O, Computer Software and Services Errors and Omissions Liability.

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

**EXHIBIT C
INSURANCE
REQUIREMENTS**

22-SQ-132PW

1. 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. Deductibles. Contractors that maintain and administer a self-insured retention or a large deductible program exceeding the insurance requirements listed in this solicitation using a formal program to fund either program may submit an exception in accordance with Section 3.8 of RSQ22-SQ-132PW, Questions, Exceptions, and Addenda, to be considered for this solicitation.

The request must include a summary of the program's design, funding method, and the program's supporting financial information. If additional information is necessary, the County will request more specific information, which must be provided by the Contractor. The County Risk Manager will

**EXHIBIT C
INSURANCE
REQUIREMENTS**

22-SQ-132PW

review the information submitted and determine whether the program is acceptable to the County.

Contractors with no formal risk management program in place to manage and fund deductibles or self-insured retentions may not be considered. Subject to County approval, Contractor may obtain a letter of credit in the amount equivalent to the deductible, which shall remain in effect during the term of the Agreement at no additional cost to the County.

- vii. Contractor's obligations or services shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity or insurance defense of additional or named insureds which would otherwise exhaust or be unavailable as to a party or person described in this Agreement.

2. 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 requested policies and any changes or amendments thereto, immediately, to the County, the County Risk Manager, and Purchasing and Contracts Divisions, prior to 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 required hereunder is not provided to the County.
 - 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 C, shall survive the cancellation or termination of the Agreement.