REQUEST FOR PROPOSAL



COLLIER COUNTY BOARD OF COUNTY COMMISSIONERS

Solicitation 15-6520 Tourism Public Relations Services

Adam Northrup

239-252-6098 (Telephone) 239-252-6302 (Fax)

adamnorthrup@colliergov.net (Email)

This proposal solicitation document is prepared in a Microsoft Word format. Any alterations to this document made by the Vendor may be grounds for rejection of proposal, cancellation of any subsequent award, or any other legal remedies available to the Collier County Government.

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Legal Notice

Sealed Proposals to provide Public Relation Services will be received until **3:00PM Naples local time, on 11/05/2015** at the Collier County Government, Purchasing Department, 3327 Tamiami Trail E, Naples, FL 34112.

Solicitation

15-6520 – Public Relations Services

Services to be provided may include, but not be limited to the following: A full service public relations support program.

No pre-proposal conference will be held for this solicitation.

All statements shall be made upon the official proposal form which may be obtained on the Collier County Purchasing Department Online Bidding System website: www.colliergov.net/bid.

Collier County does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

BOARD OF COUNTY COMMISSIONERS COLLIER COUNTY, FLORIDA,

BY: <u>/S/ Joanne Markiewicz</u> Director, Procurement Services

This Public Notice was posted on the Collier County Purchasing Department website: www.colliergov.net/purchasing and in the Lobby of Purchasing Building "G", Collier County Government Center on 10/15/2015.



Procurement Services Department • 3327 Tamiami Trail East • Naples, Florida 34112-4901 • www.colliergov.net/purchasing

Exhibit I: Scope of Work, Specifications and Response Format

As requested by the Collier County Tourism Division (hereinafter, the "Division"), the Collier County Board of County Commissioners Procurement Division (hereinafter, "County") has issued this Request for Proposal (hereinafter, "RFP") with the intent of obtaining proposals from interested and qualified firms in accordance with the terms, conditions and specifications stated or attached.

The Vendor, at a minimum, must achieve the requirements of the Specifications or Scope of Work stated herein. The terms contractor, vendor, proposer and bidder are used interchangeably throughout this document.

Brief Description of Purchase

The County is interested in receiving proposals from vendors to develop and deliver public relations services.

Background

The Collier County Tourism Department, on behalf of the Naples, Marco Island, Everglades Convention and Visitors Bureau (CVB), the official tourism marketing and management organization for Collier County, Florida, is issuing this request for proposal (RFP). The CVB is the marketing arm of the Tourism Division within Collier County government and is the official Destination Marketing Organization (DMO) for the region. Awarding of the contract will be in compliance with all rules and statutes applicable to the awarding of contracts by Collier County government, as administered by its Procurement Division.

The CVB seeks a public relations firm to provide a tourism destination public relations support program. The details of the assignment and the requirements for submission are listed below in the Detailed Scope of Work.

The Naples, Marco Island and the Everglades region of Southwest Florida has been successfully branded through a marketing campaign for the past ten years as *Florida's Paradise Coast.*. This destination has elements of distinction which differentiate it from the rest of Florida and from other competing coastal destinations both domestically and internationally, along with highly rated vacation amenities that include beaches, resorts, hotels, golf, fishing, shopping, dining, nature and outdoor recreation, and relaxation.

The goal of the CVB's current and future public relations effort is to position a clear and distinct identity for this brand in the marketplace, and to greatly extend the message reach of the CVB, which has a relatively modest advertising budget compared to its competitive destination set. Successful public relations activities will result in the placement of quality editorial content in all of the CVB's feeder markets as well as current and future opportunity markets.

The assistance of a proactive team of accomplished destination public relations professionals is needed to consistently push out clear, newsworthy and interesting information. The key strategy of escalating regular coverage in U.S. and International domestic consumer and trade publications should ultimately result in increased media coverage that entices both new and repeat visitors to the destination.

The CVB's in-house public relations team consists of one full time public relations manager, one full time public relations assistant, and a digital/social marketing coordinator. Currently, the high level of incoming requests for information, planning, executing and escorting press familiarization visits within the destination, as well as CVB marketing projects including extensive work on websites, visitor guide, special section supplements, electronic communications, collateral and other key strategic elements, are consuming the majority of the CVB's public relations staff time. The result is that while the destination is a "hot" commodity for coverage by the travel and news media, there is little time to effectively implement a strategic, proactive communications strategy to continually feed new information into the media marketplace.

Historically, the County has spent the \$176,000 per year on these services.

Detailed Scope of Work

The CVB's advisory board, the Collier County Tourist Development Council (TDC), along with management at the area's leading resorts and attractions, are pleased with the quality of public relations activity and results currently achieved by the CVB. However, they want more of it and all agree that continued contracted public relations services are necessary to continue to grow the coverage. Public relations efforts have provided a key element in successfully promoting the destination, and are increasingly favored as a smart investment. An ever increasing focus on proactive destination public relations is necessary to enhance the CVB's growing advertising and marketing programs.

The assignment for the successful Contractor will be to create and implement an effective out of market media relations strategy that will include but not be limited to the following:

- 1. Identify a key message topic at least monthly for which an effective news release will be developed and distributed by the Agency to an effective travel media list, highlighting appropriate examples within the destination.
- 2. Work closely with the CVB PR team to jump on breaking news, trend stories and other relevant news placement opportunities and distribute to relevant travel and news media in a timely fashion.
- 3. Provide forward thinking creative input to help the CVB stay in the forefront of public relations, content creation, and social media strategies and tactics.
- 4. Work on special creative assignments as appropriate to include web, video, promotions and other projects that provide valuable content that feeds the PR effort.
- 5. Specific public relations activities will include: the creation of at least one destination event every fiscal year to inform key travel media about what's new and newsworthy in Naples, Marco Island and the Everglades. Each event will be appropriately themed and targeted to attract top tier media. Destination partners that fit with the event theme will be provided with an opportunity to participate in these events in some fashion, to be determined. Such events may take place in the destination, or in key markets with a high concentration of media, such as New York. Limited budget may be a factor so the CVB is seeking ideas on how to best utilize its time, efforts and dollars to connect with the highest quality media.
- 6. Destination public relations efforts will center on "big picture" messages and news, but will necessarily involve the mention and promotion of individual resorts, hotels, attractions, tour

operators, retail establishments, restaurants, museums, etc. as appropriate to effectively illustrate the message. The Public Relations Agency will assist the CVB with researching and compiling new and newsworthy information for the creation of these regular destination releases. The Agency must be willing and able to effectively represent the entire destination as needed.

- 7. Assist in the creation, production and distribution of a monthly Public Relations e-newsletter to CVB's out-of- market media database to provide a snapshot of what's new in the destination, along with well-developed story ideas and links to local area partner news and events.
- 8. Assist in the creation, production and distribution of a monthly in-market Partner s e-newsletter to the local area tourism industry and local media with updates on CVB initiatives, visitor research, recognition for area tourism professionals and a snapshot of partner news and events.
- 9. Support the CVB with work that may include creation of individual media itineraries, creation and implementation of group destination press FAMs, organization of desk side briefings in key media markets as the CVB's schedule permits, response to individual media requests for information, and support with any and all public relations initiatives at the bureau as assigned.
- 10. Assist the CVB with documenting, measuring and reporting earned media results using a media monitoring service.
- 11. Recommend Internet-based and social media channel public relations strategies utilizing the latest technologies and practices for creative and effective message dissemination, search engine performance and online penetration. The selection of the correct and targeted media coverage will ensure success in meeting these key objectives:
 - Generate significant consumer awareness as a luxurious, desirable, safe, interesting, relaxing and compelling destination for short term visitation by both leisure and group/business travelers.
 - Strategically promote the destination as the first choice of affluent and discerning travelers.
 - Enhance the *Naples, Marco Island, Everglades Florida's Paradise Coast* brand as a symbol of destination excellence.
 - Increase leisure travel business during the peak winter season.
 - Increase visitation, both leisure and group, during the slower season period May through December.
 - Enhance the destination's growing image as a family destination.
 - Enhance awareness of the destination as a hot spot for culinary travelers.

The County intends to pay a flat monthly fee for the services described above. The County will reimburse the proposer for pre-approved airfare, meal and lodging per diem and "out of pocket expenses" according to the County's business travel policy. Airfare, meal and lodging and "out of pocket expenses" shall be paid after submission of receipts or approved documentation; "out of pocket expenses" include, but are not limited to expenses such as: official telephone calls and FAX transmissions, parking fees, reasonable commercial transportation, reasonable gratuities, taxes, shipping fees, tolls, meals and travel expenses for visiting with media, meals and travel expenses for media coming to Collier County, entertainment, location rental and catering for events, etc.

Term of Contract

The contract term, if an award(s) is/are made is intended to be for an initial term of two (2) years with two (2) one year renewals, at the sole discretion of the County.

Prices shall remain firm for the initial term of this contract. Requests for consideration of a price adjustment must be made on the contract anniversary date, in writing, to the Procurement Director. Price adjustments are dependent upon the consumer price index (CPI) over the past twelve (12) months, budget availability and program manager approval.

Surcharges will not be accepted in conjunction with this contract, and such charges should be incorporated into the pricing structure.

Projected Solicitation Timetable

The following projected timetable should be used as a working guide for planning purposes only. The County reserves the right to adjust this timetable as required during the course of the RFP process.

Event	Date
Issue Solicitation Notice	10/15/2015
Last Date for Receipt of Written Questions	10/30/2015, 3:00PM
Solicitation Deadline Date and Time	11/05/2015, 3:00PM
Anticipated Evaluation of Submittals	Week of 11/16/2015
Vendor Presentations (if Required by selection committee)	Week of 11/23/2015
Anticipated Completion of Contract Negotiations	December 1,2015
Anticipated Board of County Commissioner's Contract	12/08/2015
Approval Date	

Response Format

The Vendor understands and agrees to abide by all of the RFP specifications, provisions, terms and conditions of same, and all ordinances and policies of Collier County. The Vendor further agrees that if it is awarded a contract, the work will be performed in accordance with the provisions, terms and conditions of the contract.

To facilitate the fair evaluation and comparison of proposals, all proposals must conform to the guidelines set forth in this RFP.

Any portions of the proposal that do not comply with these guidelines must be so noted and explained in the Acceptance of Conditions section of the proposal. However, any proposal that contains such variances may be considered non-responsive.

Proposals should be prepared simply and economically, providing a straightforward concise description of the Vendor's approach and ability to meet the County's needs, as stated in this RFP. All proposals should be presented as described in this RFP in PDF or Microsoft Word format with Tabs clearly marked. If outlined in this RFP, the utilization of recycled paper for proposal submission is strongly encouraged.

The items listed below shall be submitted with each proposal and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a Vendor to include all listed items may result in the rejection of its proposal.

1. Tab 1, Cover Letter / Management Summary

Provide a cover letter, signed by an authorized officer of the firm, indicating the underlying philosophy of the firm in providing the services stated herein. Include the name(s), telephone number(s) and email(s) of the authorized contact person(s) concerning your proposal. Submission of a signed Proposal is Vendor's certification that the Vendor will accept any awards as a result of this RFP.

2. Tab 2, Proposer's Solution to County's Requirements (30 points)

How does your firm intend to increase the Collier County Brand. Include the following:

- Describe your philosophy on targeting various journalists with publications, broadcast outlets, and niche markets like cuisine, golf, weddings, eco, fishing, major target market segments of leisure travel, group meetings and sports events.
- How does your company intend to meet or exceed each of the County's requirements identified in the RFP's Detailed Scope of Work, items 1 11, (page 5-6).
- Provide at least two samples of work product completed for a similar client on tourism destination public relations and marketing experience.
- Provide at least one sample of a "break-through" and innovative approach tourism destination public relations and marketing experience.

3. Tab 3: Proposer's Experience and Capacity (20 points)

Demonstrate key parts of your firms experience that makes you uniquely qualified to perform these services for the County, including:

- Indicate your thoughts and philosophies on destination public relations and site examples of how you positioned other destination marketing organization clients, the challenges you faced and the ways you overcame those challenges in delivering those strategies.
- Provide information that documents your firm's and subcontractors' qualifications to produce the required deliverables, including abilities, capacity, skill, and financial strength, and number of years of experience in providing the required services.
- Describe the various team members' successful experience in working with one another on previous projects. Please detail contributions that the team members have made these projects, and how their contributions were measured.
- Describe how you handle crisis management and fast breaking negative media attention.
 With respect to this, why is your firm better at handling these situations than your competitors?

4. Tab 4: Proposer's Team Members Assigned to County's Scope of Work (20 points)

Identify the proposed account manager if you are awarded the Collier County Account. Include resume and detailed list of career accomplishments. Additionally, provide responses to the items listed below in the format identified.

1.	Number of years the project manager has in a leadership	
	role in the public relations industry.	

 Number of governmental accounts managed by the proposed account manger over the two year period. (1/1/12-12/31/14). 	
 Number of proposer's fulltime equivalent staff (including the account manager) assigned to the County's scope of work in this RFP. 	
 Attach resumes of all staff assigned to our account. 	
 Number of other accounts to be managed concurrently by the account manger should this firm receive an award to this RFP. 	
TOTAL (add 1 + 2 + 3, then subtract 4)	

Prior to the Selection Committee reviewing proposals, the following methodology will be applied to each vendor's information provided in this area:

- The County shall create a ranking from highest Total to the lowest total. Information not provided by the vendor in this format shall receive a score of zero (0).
- The greatest number of points allowed in this criterion will be awarded to the vendor who has the highest Total price.
- The next highest Total will be divided into the highest Total which will then be multiplied by criteria points to determine the vendor's points awarded. Each subsequent vendor's Total score will be calculated in the same manner.
- Points awarded will be extended to the first decimal point (per Microsoft Excel).

For illustrative purposes only, see chart for an example of how these points would be distributed among the five proposers.

Vendor Name	Team	Points Awarded
Vendor ABC	24	20
Vendor DEF	18	15
Vendor GHI	18	15
Vendor JKL	10	8.3

5. Tab 5: Cost of Service (15 points)

The County intends to pay a flat monthly fee for the services described above. The County will reimburse the proposer for travel on our behalf. Pre approved airfare, meal and lodging per diem shall be paid with submission of receipts or approved documentation. All Travel shall be paid per Florida Statute 112.061.

"Out of pocket expenses" include, but are not limited to expenses such as: official telephone calls and FAX transmissions, parking fees, reasonable commercial transportation, reasonable gratuities, taxes, shipping fees, tolls, and travel expenses for visiting with media, meals and travel expenses for media coming to Collier County, entertainment, location rental and catering for events, etc.

Provide the following information in the format below:

Flat Monthly Fee for All Services (10 of 15 Points)

1.	Provide a "flat monthly fee" to provide all of the services outlined in this RFP.	
	Note: this "flat monthly fee" will be firm for the initial term of	\$
	the contract.	(per month)

Monthly Out of Pocket Expenses (5 of 15 Points)

2.	Provide a project maximum "monthly out of pocket	
	expenses" to cover associated expenses with the services	
	of this RFP	\$
		(per month)

Prior to the Selection Committee reviewing proposals, the following methodology will be applied to each vendor's information provided in this area:

- **Flat Monthly Fee for All Services:** The County shall create a ranking from lowest Total to highest Total by vendor. Items marked with an N/A (or similar notation will be given the score of zero (0)).
 - The greatest number of points allowed in this criterion will be awarded to the vendor who has the lowest Total.
 - The next lowest vendor's Total will be divided by the lowest vendor's Total which will then be multiplied by criteria points to determine the vendor's points awarded. Each subsequent vendor's point score will be calculated in the same manner.
- Monthly Out of Pocket Expenses: The County shall create a ranking for this item from the lowest Total to highest Total by vendor. Items marked with an N/A (or similar notation will be given the score of zero (0)).
 - The greatest number of points allowed in this criterion will be awarded to the vendor who has the lowest Total.
 - The next lowest vendor's Total will be divided into the lowest vendor's Total which will then be multiplied by criteria points to determine the vendor's points awarded.
 Each subsequent vendor's point score will be calculated in the same manner.
 - The Vendor's points from Section A and B will be added together to determine the number of points assigned to this criteria
 - o Points awarded will be extended to the first decimal point (per Microsoft Excel).

For illustrative purposes only, see chart for an example of how these points would be distributed among the five proposers.

Vendor Name	Flat Monthly Fee for All Services Total (lower is more positive)	Flat Monthly Fee for All Services Points Awarded	Monthly Out of Pocket Expenses Total (lower is more positive)	Monthly Out of Pocket Expenses Points Awarded	Total Points Awarded
Vendor ABC	4,200	10	240	5	15
Vendor DEF	5,350	7.9	265	4.5	12.4

Vendor GHI	6,200	6.8	282	4.3	11.1
Vendor JKL	10,000	4.2	345	3.5	7.7

The points awarded by vendor will be distributed to the Selection Committee prior to their evaluation of the proposals. The Selection Committee will review the vendor's proposal to ensure consistency and completion of all tasks in the RFP, and review the Points Awarded per vendor. The Selection Committee members may, at their sole discretion, modify the reference points assigned after a thorough review of the proposal and prior to final ranking by the final Selection Committee.

3. Tab 6, References (5 points)

In order for the vendor to be awarded any points for this tab, the County requests that the vendor submits five (5) **completed** reference forms (see Attachment 9) from clients whose projects are of a similar nature to this solicitation as a part of their proposal. The County will only use the methodology calculations for the first five (5) references (only) submitted by the vendor in their proposal.

Prior to the Selection Committee reviewing proposals, the following methodology will be applied to each vendor's information provided in this area:

- The County shall total each of the vendor's five reference questionnaires and create a ranking from highest number of points to lowest number of points. References marked with an N/A (or similar notation will be given the score of zero (0). Vendors who do not turn in reference forms will be counted as zero (0).
- The greatest number of points allowed in this criterion will be awarded to the vendor who has the highest score.
- The next highest vendor's number of points will be divided by the highest vendor's points which will then be multiplied by criteria points to determine the vendor's points awarded. Each subsequent vendor's point score will be calculated in the same manner.
- Points awarded will be extended to the first decimal point (per Microsoft Excel).

For illustrative purposes only, see chart for an example of how these points would be distributed among the five proposers.

Vendor Name	Vendor Total Reference Score	Points Awarded
Vendor ABC	445	5
Vendor DEF	435	4.9
Vendor GHI	425	4.8
Vendor JKL	385	4.3
Vendor MNO	385	4.3
Vendor PQR	250	2.8

Note: Sample chart reflects a 20 point reference criterion.

The points awarded by vendor will be distributed to the Selection Committee prior to their evaluation of the proposals. The Selection Committee will review the vendor's proposal to ensure consistency and completion of all tasks in the RFP, and review the Points Awarded per

vendor. The Selection Committee may, at their sole discretion, contact references, and/or modify the reference points assigned after a thorough review of the proposal and prior to final ranking by the final Selection Committee.

4. Tab 7, Acceptance of Conditions

Indicate any exceptions to the general terms and conditions of the RFP, and to insurance requirements or any other requirements listed in this RFP. If no exceptions are indicated in this tabbed section, it will be understood that no exceptions to these documents will be considered after the award, or if applicable, during negotiations. Exceptions taken by a Vendor may result in evaluation point deduction(s) and/or exclusion of proposal for Selection Committee consideration, depending on the extent of the exception(s). Such determination shall be at the sole discretion of the County and Selection Committee.

5. Tab 8, Required Form Submittals

- Attachment 2: Vendor Check List
- Attachment 3: Conflict of Interest Affidavit
- Attachment 4: Vendor Declaration Statement
- Attachment 5: Affidavit for Claiming Status as a Local Business
- Attachment 6: Immigration Affidavit Certification
- Attachment 7: Vendor Substitute W-9
- Attachment 8: Insurance and Bonding Requirements
- Attachment 9: Reference Questionnaire

Exhibit II: General RFP Instructions

1. Questions

Direct questions related to this RFP to the Collier County Purchasing Department Online Bidding System website: www.colliergov.net/bid. Vendors must clearly understand that the only official answer or position of the County will be the one stated on the Collier County Purchasing Department Online Bidding System website. For general questions, please call the referenced Procurement Strategist noted on the cover page.

2. Pre-Proposal Conference

The purpose of the pre-proposal conference is to allow an open forum for discussion and questioning with County staff regarding this RFP with all prospective Vendors having an equal opportunity to hear and participate. Oral questions will receive oral responses, neither of which will be official, nor become part of the RFP. Only written responses to written questions will be considered official, and will be included as part of this RFP as an addendum.

All prospective Vendors are strongly encouraged to attend, as, this will usually be the only pre-proposal conference for this solicitation. If this pre-proposal conference is denoted as "mandatory", prospective Vendors must be present in order to submit a proposal response.

3. Compliance with the RFP

Proposals must be in strict compliance with this RFP. Failure to comply with all provisions of the RFP may result in disqualification.

4. Ambiguity, Conflict, or Other Errors in the RFP

It is the sole responsibility of the Vendor if the Vendor discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, to immediately notify the Procurement Strategist, noted herein, of such error in writing and request modification or clarification of the document prior to submitting the proposal. The Procurement Strategist will make modifications by issuing a written revision and will give written notice to all parties who have received this RFP from the Purchasing Department.

5. Proposal, Presentation, and Protest Costs

The County will not be liable in any way for any costs incurred by any Vendor in the preparation of its proposal in response to this RFP, nor for the presentation of its proposal and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

6. **Delivery of Proposals**

All proposals are to be delivered before 3:00PM, Naples local time, on or before 11/06/2015 to:

Collier County Government Purchasing Department 3327 Tamiami Trail E Naples FL 34112 Attn: Adam Northrup, Procurement Strategist

The County does not bear the responsibility for proposals delivered to the Purchasing Department past the stated date and/or time indicated, or to an incorrect address by Consultant's personnel or by the Consultant's outside carrier. However, the Procurement Director, or designee, reserves the right to accept proposals received after the posted close time under the following conditions:

- The tardy submission of the proposal is due to the following circumstances, which may
 include but not be limited to: late delivery by commercial carrier such as Fed Ex, UPS
 or courier where delivery was scheduled before the deadline.
- The acceptance of said proposal does not afford any competing firm an unfair advantage in the selection process.

Vendors must submit one (1) paper copy clearly labeled "Master," and six (6) disks (CD's/DVD's) with one copy of the proposal on each disk in Word, Excel or PDF. List the Solicitation Number and Title on the outside of the box or envelope.

7. Validity of Proposals

No proposal can be withdrawn after it is filed unless the Vendor makes their request in writing to the County prior to the time set for the closing of Proposals. All proposals shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate evaluation and selection process.

8. Method of Source Selection

The County is using the Competitive Sealed Proposals methodology of source selection for this procurement, as authorized by Ordinance Number 2013-69 establishing and adopting the Collier County Purchasing Policy.

The County may, as it deems necessary, conduct discussions with qualified Vendors determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

9. Evaluation of Proposals

The County's procedure for selecting is as follows:

- 1. The County Manager or designee shall appoint a Selection Committee to review all proposals submitted.
- 2. Request for Proposals issued.
- 3. Subsequent to the closing of proposals, the Procurement Strategist will review the proposals received and verify whether each proposal appears to be minimally responsive to the requirements of the published RFP.
- 4. Meetings will be open to the public and the Procurement Strategist shall publicly post prior notice of such meeting in the lobby of the Purchasing Building.
- 5. The committee members will review each Proposal individually and score each proposal based on the evaluation criteria stated herein.
- 6. Prior to the first meeting of the selection committee, the Procurement Strategist will post a notice announcing the date, time and place of the first committee meeting. Said notice shall be posted in the lobby of the Purchasing Building not less than three (3) working days prior to

- the meeting. The Procurement Strategist will also post prior notice of all subsequent committee meetings and shall endeavor to post such notices at least one (1) day in advance of all subsequent meetings.
- 7. The committee will compile individual rankings, based on the evaluation criteria as stated herein, for each proposal to determine committee recommendations. The committee may at their discretion, schedule presentations or demonstrations from the top-ranked firm(s), make site visits, and obtain guidance from third party subject matter experts. The final recommendation will be decided based on review of scores and consensus of committee.

The County reserves the right to withdraw this RFP at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Receipt of a proposal by the County or a submission of a proposal to the County offers no rights upon the Vendor nor obligates the County in any manner.

Acceptance of the proposal does not guarantee issuance of any other governmental approvals. Proposals which include provisions requiring the granting of zoning variances shall not be considered.

10. References

The County reserves the right to contact any and all references pertaining to this solicitation and related proposal.

11. Proposal Selection Committee and Evaluation Factors

The County Manager shall appoint a Selection Committee to review all proposals submitted. The factors to be considered in the evaluation of proposal responses are listed below.

Tab II, Proposer's Solution	30
Tab III, Experience and Capacity of Firm	20
Tab IV, Team Members Assigned to County	20
Tab V, Cost of Service	15
Tab VI, References	5
Local Vendor Preference	10
TOTAL	100

Tie Breaker: In the event of a tie, **both in individual scoring and in final ranking,** the firm with the lowest paid dollars by Collier County to the vendor (as obtained from the County's financial system) within the last five (5) years will receive the higher individual ranking. If there is a multiple firm tie in either individual scoring or final ranking, the firm with the lowest volume of work shall receive the higher ranking, the firm with the next lowest volume of work shall receive the next highest ranking and so on.

12. Acceptance or Rejection of Proposals

The right is reserved by the County to waive any irregularities in any proposal, to reject any or all proposals, to re-solicit for proposals, if desired, and upon recommendation and justification by Collier County to accept the proposal which in the judgment of the County is deemed the most advantageous for the public and the County of Collier.

Any proposal which is incomplete, conditional, obscure or which contains irregularities of any kind, may be cause for rejection. In the event of default of the successful Vendor, or their refusal to enter into the Collier County contract, the County reserves the right to accept the proposal of any other Vendor or to re-advertise using the same or revised documentation, at its sole discretion.

Exhibit III: Collier County Purchase Order Terms and Conditions

1. Offer

This offer is subject to cancellation by the COUNTY without notice if not accepted by VENDOR within fourteen (14) days of issuance.

2. Acceptance and Confirmation

This Purchase Order (including all documents attached to or referenced therein) constitutes the entire agreement between the parties, unless otherwise specifically noted by the COUNTY on the face of this Purchase Order. Each delivery of goods and/or services received by the COUNTY from VENDOR shall be deemed to be upon the terms and conditions contained in this Purchase Order.

No additional terms may be added and Purchase Order may not be changed except by written instrument executed by the COUNTY. VENDOR is deemed to be on notice that the COUNTY objects to any additional or different terms and conditions contained in any acknowledgment, invoice or other communication from VENDOR, notwithstanding the COUNTY'S acceptance or payment for any delivery of goods and/or services, or any similar act by VENDOR.

3. Inspection

All goods and/or services delivered hereunder shall be received subject to the COUNTY'S inspection and approval and payment therefore shall not constitute acceptance. All payments are subject to adjustment for shortage or rejection. All defective or nonconforming goods will be returned pursuant to VENDOR'S instruction at VENDOR'S expense.

To the extent that a purchase order requires a series of performances by VENDOR, the COUNTY prospectively reserves the right to cancel the entire remainder of the Purchase Order if goods and/or services provided early in the term of the Purchase Order are non-conforming or otherwise rejected by the COUNTY.

4. Shipping and Invoices

 All goods are FOB destination and must be suitably packed and prepared to secure the lowest transportation rates

- and to comply with all carrier regulations. Risk of loss of any goods sold hereunder shall transfer to the COUNTY at the time and place of delivery; provided that risk of loss prior to actual receipt of the goods by the COUNTY nonetheless remain with VENDOR.
- b) No charges will be paid by the COUNTY for packing, crating or cartage unless otherwise specifically stated in this Purchase Order. Unless otherwise provided in Purchase Order, no invoices shall be issued nor payments made prior to delivery. Unless freight and other charges are itemized, any discount will be taken on the full amount of invoice.
- All shipments of goods scheduled on the same day via the same route must be consolidated. Each shipping container must be consecutively numbered and marked to show this Purchase Order number. The container and Purchase Order numbers must be indicated on bill of lading. Packing slips must show Purchase Order number and must be included on each package of less than container load (LCL) shipments and/or with each car load of equipment. The COUNTY reserves the right to refuse or return any shipment or equipment at VENDOR'S expense that is not marked Purchase Order with numbers. VENDOR agrees to declare to the carrier the value of any shipment made under this Purchase Order and the full invoice value of such shipment.
- d) All invoices must contain the Purchase Order number and any other specific information as identified on the Purchase Order. Discounts of prompt payment will be computed from the date of receipt of goods or from date of receipt of invoices, whichever is later. Payment will be made upon receipt of a proper invoice and in compliance with Chapter 218, Fla. Stats., otherwise known as the "Local Government Prompt Payment Act," and, pursuant to the Board of County Commissioners Purchasing Policy.

5. Time Is Of the Essence

Time for delivery of goods or performance of services under this Purchase Order is of the essence. Failure of VENDOR to meet delivery schedules or deliver within a reasonable time, as interpreted by the COUNTY in its sole judgment, shall entitle the COUNTY to seek all remedies available to it at law or in equity. VENDOR agrees to reimburse the COUNTY for any expenses incurred in enforcing its rights. VENDOR further agrees that undiscovered delivery of nonconforming goods and/or services is not a waiver of the COUNTY'S right to insist further compliance nogu all specifications.

6. Changes

The COUNTY may at any time and by written notice make changes to drawings and specifications, shipping instructions, quantities and delivery schedules within the general scope of this Purchase Order. Should any such change increase or decrease the cost of, or the time required for performance of the Purchase Order, an equitable adjustment in the price and/or delivery schedule will be negotiated by the COUNTY and VENDOR. Notwithstanding the foregoing, VENDOR has an affirmative obligation to give notice if the changes will decrease costs. Any claims for adjustment by VENDOR must be made within thirty (30) days from the date the change is ordered or within such additional period of time as may be agreed upon by the parties.

7. Warranties

VENDOR expressly warrants that the goods and/or services covered by this Purchase Order will conform to the specifications, drawings, samples or other descriptions furnished or specified by the COUNTY, and will be of satisfactory material and quality production, free from defects and sufficient for the purpose intended. Goods shall be delivered free from any security interest or other lien, encumbrance or claim of any third party. These warranties shall survive inspection, acceptance, passage of title and payment by the COUNTY.

8. Statutory Conformity

Goods and services provided pursuant to this Purchase Order, and their production and transportation shall conform to all applicable laws, including but not limited to the Occupational Health and Safety Act, the Federal Transportation Act and the Fair Labor Standards Act, as well as any law or regulation noted on the face of the Purchase Order.

9. Advertising

No VENDOR providing goods and services to the COUNTY shall advertise the fact that it has contracted with the COUNTY for goods and/or services, or appropriate or make use of the COUNTY'S name or other identifying marks or property without the prior written consent of the COUNTY'S Purchasing Department.

10. Indemnification

VENDOR shall indemnify and hold harmless the COUNTY from any and all claims, including claims of negligence, costs and expenses, including but not limited to attorneys' fees, arising from, caused by or related to the injury or death of any person (including but not limited to employees and agents of VENDOR in the performance of their duties or otherwise), or damage to property (including property of the COUNTY or other persons), which arise out of or are incident to the goods and/or services to be provided hereunder.

11. Warranty of Non-Infringement

VENDOR represents and warrants that all goods sold or services performed under this Purchase Order are: a) in compliance with applicable laws; b) do not infringe any patent, trademark, copyright or trade secret; and c) do not constitute unfair competition.

VENDOR shall indemnify and hold harmless the COUNTY from and against any and all claims, including claims of negligence, costs and expense, including but not limited to attorneys' fees, which arise from any claim, suit or proceeding alleging that the COUNTY'S use of the goods and/or services provided under this Purchase Order are inconsistent with VENDOR'S representations and warranties in section 11 (a).

If any claim which arises from VENDOR'S breach of section 11 (a) has occurred, or is likely to occur, VENDOR may, at the COUNTY'S option, procure for the COUNTY the right to continue using the goods or services, or replace or modify the goods or services so that they become non-infringing, (without any material degradation in performance, quality, functionality or additional cost to the COUNTY).

12. Insurance Requirements

The VENDOR, at its sole expense, shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Purchase Order. Providing and maintaining adequate insurance coverage is a material obligation of the VENDOR. All insurance policies shall be executed through insurers authorized or eligible to write policies in the State of Florida.

13. Compliance with Laws

In fulfilling the terms of this Purchase Order, VENDOR agrees that it will comply with all federal, state, and local laws, rules, codes, and ordinances that are applicable to the conduct of its business. By way of nonexhaustive example, this shall include the American with Disabilities Act and all prohibitions against discrimination on the basis of race, religion, sex creed, national origin, handicap, marital status, or veterans' status. Further, VENDOR acknowledges and without exception or stipulation shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the County shall have the discretion to unilaterally terminate said agreement immediately. Any breach of this provision may be regarded by the COUNTY as a material and substantial breach of the contract arising from this Purchase Order.

14. Force Majeure

Neither the COUNTY nor VENDOR shall be responsible for any delay or failure in performance resulting from any cause beyond their control, including, but without limitation to war, strikes, civil disturbances and acts of nature. When VENDOR has knowledge of any actual or potential force majeure or other conditions which will delay or threatens to delay timely performance of this Purchase Order, VENDOR shall immediately give notice thereof, including all relevant information with respects to what steps VENDOR is taking to complete delivery of the goods and/or services to the COUNTY.

15. Assignment

VENDOR may not assign this Purchase Order, nor any money due or to become due without the prior written consent of the COUNTY. Any assignment made without such consent shall be deemed void.

16. Taxes

Goods and services procured subject to this Purchase Order are exempt from Florida sales and use tax on real property, transient rental property rented, tangible personal purchased or rented, or services purchased (Florida Statutes, Chapter 212), and from federal excise tax.

17. Annual Appropriations

The COUNTY'S performance and obligation to pay under this Purchase Order shall be contingent upon an annual appropriation of funds.

18. Termination

This Purchase Order may be terminated at any time by the COUNTY upon 30 days prior written notice to the VENDOR. This Purchase Order may be terminated immediately by the COUNTY for breach by VENDOR of the terms and conditions of this Purchase Order, provided that COUNTY has provided VENDOR with notice of such breach and VENDOR has failed to cure within 10 days of receipt of such notice.

19. General

a) This Purchase Order shall be governed by the laws of the State of Florida. The venue for any action brought to specifically enforce any of the terms and conditions of this Purchase Order shall be the Twentieth Judicial Circuit in and for Collier County, Florida

- b) Failure of the COUNTY to act immediately in response to a breach of this Purchase Order by VENDOR shall not constitute a waiver of breach. Waiver of the COUNTY by any default by VENDOR hereunder shall not be deemed a waiver of any subsequent default by VENDOR.
- c) All notices under this Purchase Order shall be sent to the respective addresses on the face page by certified mail, return receipt requested, by overnight courier service, or by personal delivery and will be deemed effective upon receipt. Postage, delivery and other charges shall be paid by the sender. A party may change its address for notice by written notice complying with the requirements of this section.
- d) The Vendor agrees to reimbursement of any travel expenses that may be

- associated with this Purchase Order in accordance with Florida Statute Chapter 112.061, Per Diem and Travel Expenses for Public Officers, employees and authorized persons.
- e) In the event of any conflict between or among the terms of any Contract Documents related to this Purchase Order, the terms of the Contract Documents shall take precedence over the terms of the Purchase Order. To the extent any terms and /or conditions of this Purchase Order duplicate or overlap the Terms and Conditions of the Contract Documents, the provisions of the Terms and/or Conditions that are most favorable to the County and/or provide the greatest protection to the County shall govern.

Exhibit IV: Additional Terms and Conditions for RFP

1. Insurance Requirements

The Vendor shall at its own expense, carry and maintain insurance coverage from responsible companies duly authorized to do business in the State of Florida as set forth in the Insurance and Bonding attachment of this solicitation. The Vendor shall procure and maintain property insurance upon the entire project, if required, to the full insurable value of the scope of work.

The County and the Vendor waive against each other and the County's separate Vendors, Contractors, Design Consultant, Subcontractors agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. The Vendor and County shall, where appropriate, require similar waivers of subrogation from the County's separate Vendors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts.

Collier County shall be responsible for purchasing and maintaining, its own liability insurance.

Certificates issued as a result of the award of this solicitation must identify "For any and all work performed on behalf of Collier County."

The General Liability Policy provided by Vendor to meet the requirements of this solicitation shall name Collier County, Florida, as an additional insured as to the operations of Vendor under this solicitation and shall contain a severability of interests provisions.

Collier County Board of County Commissioners shall be named as the Certificate Holder. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: For any and all work performed on behalf of Collier County. The "Certificate Holder" should read as follows:

Collier County
Board of County Commissioners
Naples, Florida

The amounts and types of insurance coverage shall conform to the minimum requirements set forth in the Insurance and Bonding attachment, with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If Vendor has any self-insured retentions or deductibles under any of the below listed minimum required coverage, Vendor must identify on the Certificate of Insurance the nature and amount of such self- insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be Vendor's sole responsibility.

Coverage(s) shall be maintained without interruption from the date of commencement of the Work until the date of completion and acceptance of the scope of work by the County or as specified in this solicitation, whichever is longer.

The Vendor and/or its insurance carrier shall provide 30 days written notice to the County of policy cancellation or non-renewal on the part of the insurance carrier or the Vendor. The Vendor shall also notify the County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Vendor from its insurer and nothing contained herein shall relieve Vendor of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by Vendor

hereunder, Vendor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

Should at any time the Vendor not maintain the insurance coverage(s) required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage(s) and charge the Vendor for such coverage(s) purchased. If Vendor fails to reimburse the County for such costs within thirty (30) days after demand, the County has the right to offset these costs from any amount due Vendor under this Agreement or any other agreement between the County and Vendor. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage(s) purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverage(s) shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the scope of work, the Vendor shall furnish to the County renewal or replacement Certificate(s) of Insurance not later than ten (10) calendar days after the expiration date on the certificate. Failure of the Vendor to provide the County with such renewal certificate(s) shall be considered justification for the County to terminate any and all contracts.

2. Offer Extended to Other Governmental Entities

Collier County encourages and agrees to the successful vendor extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful vendor.

3. Additional Items and/or Services

Additional items and / or services may be added to the resultant contract, or purchase order, in compliance with the Purchasing Policy.

4. County's Right to Inspect

The County or its authorized Agent shall have the right to inspect the Vendor's facilities/project site during and after each work assignment the Vendor is performing.

5. Vendor Performance Evaluation

The County has implemented a Vendor Performance Evaluation System for all contracts awarded in excess of \$25,000. To this end, vendors will be evaluated on their performance upon completion/termination of this Agreement.

6. Additional Terms and Conditions of Contract

Collier County has developed standard contracts/agreements, approved by the Board of County Commissioners (BCC). The selected Vendor shall be required to sign a standard Collier County contract within twenty one (21) days of Notice of Selection for Award.

The County reserves the right to include in any contract document such terms and conditions, as it deems necessary for the proper protection of the rights of Collier County. A sample copy of this contract is available upon request. The County will not be obligated to sign any contracts, maintenance and/or service agreements or other documents provided by the Vendor.

The County's project manager, shall coordinate with the Vendor / Contractor the return of any surplus assets, including materials, supplies, and equipment associated with the scope or work.

7. Payment Method

Payments are made in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes. Vendor's invoices must include:

- Purchase Order Number
- Description and quantities of the goods or services provided per instructions on the County's purchase order or contract.

Invoices shall be sent to:

Board of County Commissioners Clerk's Finance Department ATTN: Accounts Payable 3299 Tamiami Trail E Ste 700 Naples FL 34112

Or emailed to: bccapclerk@collierclerk.com.

Collier County, in its sole discretion, will determine the method of payment for goods and/or services as part of this agreement.

Payment methods include:

- Traditional payment by check, wire transfer or other cash equivalent.
- Standard payment by purchasing card. Collier County's Purchasing Card Program is supported by standard bank credit suppliers (i.e. VISA and MasterCard), and as such, is cognizant of the Rules for VISA Merchants and MasterCard Merchant Rules.

The County may not accept any additional surcharges (credit card transaction fees) as a result of using the County's credit card for transactions relating to this solicitation. The County will entertain bids clearly stating pricing for standard payment methods. An additional separate discounted price for traditional payments may be provided at the initial bid submittal if it is clearly marked as an "Additional Cash Discount."

Upon execution of the Contract and completion of each month's work, payment requests may be submitted to the Project Manager on a monthly basis by the Contractor for services rendered for that prior month. Services beyond sixty (60) days from current monthly invoice will not be considered for payment without prior approval from the Project manager. All invoices should be submitted within the fiscal year the work was performed. (County's fiscal year is October 1 - September 30.) Invoices submitted after the close of the fiscal year will not be accepted (or processed for payment) unless specifically authorized by the Project Manager.

Payments will be made for articles and/or services furnished, delivered, and accepted, upon receipt and approval of invoices submitted on the date of services or within six (6) months after completion of contract. Any untimely submission of invoices beyond the specified deadline period is subject to non-payment under the legal doctrine of "laches" as untimely submitted. Time shall be deemed of the essence with respect to the timely submission of invoices under this agreement.

In instances where the successful contractor may owe debts (including, but not limited to taxes or other fees) to Collier County and the contractor has not satisfied nor made arrangement to satisfy these debts, the County reserves the right to off-set the amount owed to the County by applying the amount owed to the vendor or contractor for services performed of for materials delivered in association with a contract.

Invoices shall not reflect sales tax. After review and approval, the invoice will be transmitted to the Finance Division for payment. Payment will be made upon receipt of proper invoice and in compliance with Chapter 218 Florida Statutes, otherwise known as the "Local Government Prompt Payment Act." Collier County reserves the right to withhold and/or reduce an appropriate amount of any payment for work not performed or for unsatisfactory performance of Contractual requirements.

8. Environmental Health and Safety

All Vendors and Sub vendors performing service for Collier County are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Vendors and Sub vendors shall be responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. All firewall penetrations must be protected in order to meet Fire Codes.

Collier County Government has authorized OSHA representatives to enter any Collier County facility, property and/or right-of-way for the purpose of inspection of any Vendor's work operations. This provision is non-negotiable by any department and/or Vendor.

All new electrical installations shall incorporate NFPA 70E Short Circuit Protective Device Coordination and Arc Flash Studies where relevant as determined by the engineer.

All electrical installations shall be labeled with appropriate NFPA 70E arch flash boundary and PPE Protective labels.

9. Licenses

The Vendor is required to possess the correct Business Tax Receipt, professional license, and any other authorizations necessary to carry out and perform the work required by the project pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind. Additionally, copies of the required licenses must be submitted with the proposal response indicating that the entity proposing, as well as the team assigned to the County account, is properly licensed to perform the activities or work included in the contract documents. Failure on the part of any Vendor to submit the required documentation may be grounds to deem Vendor non-responsive. A Vendor, with an office within Collier County is also required to have an occupational license.

All State Certified contractors who may need to pull Collier County permits or call in inspections must complete a Collier County Contractor License registration form and submit the required fee. After registering the license/registration will need to be renewed thereafter to remain "active" in Collier County.

If you have questions regarding professional licenses contact the Contractor Licensing, Community Development and Environmental Services at (239) 252-2431, 252-2432 or 252-2909. Questions regarding required occupational licenses, please contact the Tax Collector's Office at (239) 252-2477.

10. Principals/Collusion

By submission of this Proposal the undersigned, as Vendor, does declare that the only person or persons interested in this Proposal as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection with any person, company or parties making a Proposal, and that it is in all respects fair and in good faith without collusion or fraud.

11. Relation of County

It is the intent of the parties hereto that the Vendor shall be legally considered an independent Vendor, and that neither the Vendor nor their employees shall, under any circumstances, be considered employees or agents of the County, and that the County shall be at no time legally responsible for any negligence on the part of said Vendor, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

12. Termination

Should the Vendor be found to have failed to perform his services in a manner satisfactory to the County, the County may terminate this Agreement immediately for cause; further the County may terminate this Agreement for convenience with a thirty (30) day written notice. The County shall be sole judge of non-performance.

13. Lobbying

All firms are hereby placed on **NOTICE** that the Board of County Commissioners does not wish to be lobbied, either individually or collectively about a project for which a firm has submitted a Proposal.

Firms and their agents are not to contact members of the County Commission for such purposes as meeting or introduction, luncheons, dinners, etc. During the process, <u>from Proposal closing to final Board approval</u>, no firm or their agent shall contact any other employee of Collier County in reference to this Proposal, with the exception of the Procurement Director or his designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

14. Public Records Compliance

The Vendor/Contractor agrees to comply with the Florida Public Records Law Chapter 119 (including specifically those contractual requirements at F.S. § 119.0701(2) (a)-(d) and (3)), ordinances, codes, rules, regulations and requirements of any governmental agencies.

15. Certificate of Authority to Conduct Business in the State of Florida (Florida Statute 607.1501)

In order to be considered for award, firms must be registered with the Florida Department of State Divisions of Corporations in accordance with the requirements of Florida Statute 607.1501 and provide a certificate of authority (www.sunbiz.org/search.html) prior to execution of a contract. A copy of the document may be submitted with the solicitation response and the document number shall be identified. Firms who do not provide the certificate of authority at the time of response shall be required to provide same within five (5) days upon notification of selection for award. If the firm cannot provide the document within the referenced timeframe, the County reserves the right to award to another firm.

16. Single Proposal

Each Vendor must submit, with their proposal, the required forms included in this RFP. Only **one** proposal from a legal entity as a primary will be considered. A legal entity that submits a proposal as a primary or as part of a partnership or joint venture submitting as primary may not then act as a subconsultant to any other firm submitting under the same RFP. If a legal entity is not submitting as a primary or as part of a partnership or joint venture as a primary, that legal entity may act as a subconsultant to any other firm or firms submitting under the same RFP. All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

17. Survivability

Bids (ITBs/RFPs): The Consultant/Contractor/Vendor agrees that any Work Order/Purchase Order that extends beyond the expiration date of Solicitation 15-6520 – Public Relations Services resultant of this solicitation will survive and remain subject to the terms and conditions of that Agreement until the completion or termination of any Work Order/Purchase Order.

18. Protest Procedures

Any prospective vendor / proposer who desires to protest any aspect(s) or provision(s) of the solicitation (including the form of the solicitation documents or procedures) shall file their protest with the Procurement Director prior to the time of the bid opening strictly in accordance with the County's then current purchasing ordinance and policies.

The Board of County Commissioners will make award of contract in public session. Award recommendations will be posted outside the offices of the Purchasing Department on Wednesdays and Thursdays. Any actual or prospective respondent who desires to formally protest the recommended contract award must file a notice of intent to protest with the Procurement Director within two (2) calendar days (excluding weekends and County holidays) of the date that the recommended award is posted.

Upon filing of said notice, the protesting party will have five (5) days to file a formal protest and will be given instructions as to the form and content requirements of the formal protest. A copy of the "Protest Policy" is available at the office of the Procurement Director.

19. Public Entity Crime

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.

20. Security and Background Checks

If required, Vendor / Contractor / Proposer shall be responsible for the costs of providing background checks by the Collier County Facilities Management Department, and drug testing for all employees

that shall provide services to the County under this Agreement. This may include, but not be limited to, checking federal, state and local law enforcement records, including a state and FBI fingerprint check, credit reports, education, residence and employment verifications and other related records. Contractor shall be required to maintain records on each employee and make them available to the County for at least four (4) years.

21. Conflict of Interest

Vendor shall complete the Conflict of Interest Affidavit included as an attachment to this RFP document. Disclosure of any potential or actual conflict of interest is subject to County staff review and does not in and of itself disqualify a firm from consideration. These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

22. Prohibition of Gifts to County Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any County employee, as set forth in Chapter 112, Part III, Florida Statutes, the current Collier County Ethics Ordinance and County Administrative Procedure 5311. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with County staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the County for a specified period of time, including but not limited to: submitting bids, RFP, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

23. Immigration Affidavit Certification

Statutes and executive orders require employers to abide by the immigration laws of the United States and to employ only individuals who are eligible to work in the United States.

The Employment Eligibility Verification System (E-Verify) operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), provides an Internet-based means of verifying employment eligibility of workers in the United States; it is not a substitute for any other employment eligibility verification requirements. The program will be used for Collier County formal Invitations to Bid (ITB) and Request for Proposals (RFP) including professional services and construction services.

Exceptions to the program:

- Commodity based procurement where no services are provided.
- Where the requirement for the affidavit is waived by the Board of County Commissioners

Vendors / Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the vendor's/bidder's proposal. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. Vendors are also required to provide the Collier County Purchasing Department an executed affidavit certifying they shall comply with the E-Verify Program. The affidavit is attached to the solicitation documents. If the Bidder/Vendor does not comply with providing both the acceptable E-Verify evidence and the executed affidavit the bidder's / vendor's proposal may be deemed non-responsive.

Additionally, vendors shall require all subcontracted vendors to use the E-Verify system for all purchases not covered under the "Exceptions to the program" clause above.

For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: http://www.dhs.gov/E-Verify. It shall be the vendor's responsibility to familiarize themselves with all rules and regulations governing this program.

Vendor acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended and with the provisions contained within this affidavit. Failure by the awarded firm(s) to comply with the laws referenced herein or the provisions of this affidavit shall constitute a breach of the award agreement and the County shall have the discretion to unilaterally terminate said agreement immediately.

24. Collier County Local Preference Policy

Collier County provides an incentive to local business to enhance the opportunities of local businesses in the award of County contracts. In the evaluation of proposals, the County rewards Vendors for being a local business by granting a ten (10) points incentive in the evaluation criterion points.

Local business means the vendor has a current Business Tax Receipt issued by the Collier County Tax Collector for at least one year prior to bid or proposal submission to do business within Collier County, and that identifies the business with a permanent physical business address located within the limits of Collier County from which the vendor's staff operates and performs business in an area zoned for the conduct of such business. A Post Office Box or a facility that receives mail, or a nonpermanent structure such as a construction trailer, storage shed, or other non-permanent structure shall not be used for the purpose of establishing said physical address. In addition to the foregoing, a vendor shall not be considered a "local business" unless it contributes to the economic development and well-being of Collier County in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities, support and increase to the County's tax base, and residency of employees and principals of the business within Collier County. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their bid or proposal to be eligible for consideration as a "local business" under this section. A vendor who misrepresents the Local Preference status of its firm in a proposal or bid submitted to the County will lose the privilege to claim Local Preference status for a period of up to one year. Under this solicitation proposers desiring to receive local preference will be invited and required to affirmatively state and provide documentation as set forth in the solicitation in support of their status as a local business. Any proposer who fails to submit sufficient documentation with their proposal offer shall not be granted local preference consideration for the purposes of that specific contract award. Except where federal or state law, or any other funding source, mandates to the contrary, Collier County and its agencies and instrumentalities, will give preference to local businesses in the following manner.

For all purchases of commodities and services procured through a competitive proposal process and not otherwise exempt from this local preference section, the solicitation shall include a weighted criterion for local preference that equals 10 percent of the total points in the evaluation criteria published in the solicitation. Purchases of professional services as defined and identified under subsection 11B.2 (which are subject to Section 287.055, F.S.) and subsection 11B.3 (which are subject to Section 11.45, F.S.) shall not be subject to this local preference section.

The vendor must complete and submit with their proposal response the *Affidavit for Claiming Status* as a *Local Business* which is included as part of this solicitation.

Failure on the part of a vendor to submit this Affidavit with their proposal response will preclude said Vendor from being considered for local preference under this solicitation.

A vendor who misrepresents the Local Preference status of its firm in a proposal or bid submitted to the County will lose the privilege to claim Local Preference status for a period of up to one year.



Attachment 1: Vendor's Non-Response Statement

The sole intent of the Collier County Purchasing Department is to issue solicitations that are clear, concise and openly competitive. Therefore, we are interested in ascertaining reasons for prospective Vendors not wishing to respond to this solicitation. If your firm is not responding to this RFP, please indicate the reason(s) by checking the item(s) listed below and return this form via email or fax, noted on the cover page, or mail to Collier County Government, Purchasing Department, 3327 Tamiami Trail E, Naples, FL 34112.

We are not responding to Solicitation 15-6520 – Public Relations Services for the following reason(s): Services requested not available through our company. Our firm could not meet specifications/scope of work. Specifications/scope of work not clearly understood or applicable (too vague, rigid, etc.) Project is too small. Insufficient time allowed for preparation of response. Incorrect address used. Please correct mailing address: Other reason(s): Name of Firm: Address: City, State, Zip: Telephone: Email: Representative Signature:

Representative Name:

Date



Attachment 2: Vendor Check List

	SHEET MUST BE SIGNED. Please read carefully, sign in the with your Proposal. Vendor should check off each of the folympleted:			
☐ The Proposal ha	as been signed.			
All applicable for requirements of t	rms have been signed and included, along with licenses to corthe project.	nplete the		
Any addenda ha	ive been signed and included.			
Collier (Purchas 3327 Ta Naples	elope has been addressed to: County Government sing Department amiami Trail E FL 34112 dam Northrup, Procurement Strategist			
The mailing env 11/06/2015.	velope <u>must</u> be <u>sealed</u> and <u>marked</u> with Solicitation 15-6520	and Due Date		
	The Proposal will be mailed or delivered in time to be received no later than the specified <u>due date</u> <u>and time</u> . (Otherwise Proposal cannot be considered.)			
receipt). If subm	If submitting a manual bid, include any addenda (initialed and dated noting understanding and receipt). If submitting bid electronically, bidder will need to download all related documents on www.colliergov.net/bid. The system will date and time stamp when the addendum files were downloaded.			
ALL COURIER-DELIV OUTSIDE OF THE CO	VERED PROPOSALS MUST HAVE THE <u>RFP NUMBER AND</u> DURIER PACKET.	TITLE ON THE		
Name of Firm:				
Address:				
City, State, Zip:				
Telephone:				
Email:				
Representative Signate	cure:			
Representative Name:	:Da	ate		



Attachment 3: Conflict of Interest Affidavit

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Procurement Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

Firm:			
Signature and Date:			
Print Name			
Title of Signatory			
,			
State of			
County of			
		day of,	
20, by		, who is personally known to me t	
identification		r the Firm, OR who produced the following	
Notary Public			
My Commission Expires	5		



Attachment 4: Vendor Declaration Statement

BOARD OF COUNTY COMMISSIONERS Collier County Government Complex Naples, Florida 34112

RE: Solicitation: 15-6520 - Public Relations Services

Dear Commissioners:

The undersigned, as Vendor declares that this proposal is made without connection or arrangement with any other person and this proposal is in every respect fair and made in good faith, without collusion or fraud.

The Vendor agrees, if this proposal is accepted, to execute a Collier County document for the purpose of establishing a formal contractual relationship between the firm and Collier County, for the performance of all requirements to which the proposal pertains. The Vendor states that the proposal is based upon the proposal documents listed by **Solicitation: 15-6520 – Public Relations Services**.

(Proposal Continued on Next Page)

PROPOSAL CONTINUED

	nave hereunto subscribed our names on this day of, 20 , in the State of
Firm's Legal Name:	
Address:	
City, State, Zip Code:	
Florida Certificate of Authority Document Number: Federal Tax Identification Number CCR # or CAGE Code	
Telephone:	
FAX:	
Signature by: (Typed and written) Title:	
	Additional Contact Information
Send payments to: (required if different from above)	Company name used as payee
Contact name:	Company name used as payee
Title:	
Address:	
City, State, ZIP	
Telephone:	
FAX:	
Email:	
Office servicing Collier County to place orders (required if different from above) Contact name:	
Title:	
Address:	
City, State, ZIP	
Telephone:	Email



Attachment 5: Affidavit for Claiming Status as a Local Business

Solicitation: 15-6520 - Public Relations Services (Check Appropriate Boxes Below) State of Florida (Select County if Vendor is described as a Local Business ☐ Collier County ☐ Lee County Vendor affirms that it is a local business as defined by the Purchasing Policy of the Collier County Board of County Commissioners and the Regulations Thereto. As defined in Section XI of the Collier County Purchasing Policy: Local business means the vendor has a current Business Tax Receipt issued by the Collier County Tax Collector for at least one year prior to bid or proposal submission to do business within Collier County, and that identifies the business with a permanent physical business address located within the limits of Collier County from which the vendor's staff operates and performs business in an area zoned for the conduct of such business. A Post Office Box or a facility that receives mail, or a non-permanent structure such as a construction trailer, storage shed, or other non-permanent structure shall not be used for the purpose of establishing said physical address. In addition to the foregoing, a vendor shall not be considered a "local business" unless it contributes to the economic development and well-being of Collier County in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities, support and increase to the County's tax base, and residency of employees and principals of the business within Collier County. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their bid or proposal to be eligible for consideration as a "local business" under this section. A vendor who misrepresents the Local Preference status of its firm in a proposal or bid submitted to the County will lose the privilege to claim Local Preference status for a period of up to one year. Vendor must complete the following information: Year Business Established in ☐Collier County or ☐ Lee County: Number of Employees (Including Owner(s) or Corporate Officers):_____ Number of Employees Living in Collier County or Lee (Including Owner(s) or Corporate Officers): If requested by the County, vendor will be required to provide documentation substantiating the information given in this affidavit. Failure to do so will result in vendor's submission being deemed not applicable. Vendor Name: _____ Date: _____ Collier or Lee County Address: r Title: Signature: STATE OF FLORIDA COLLIER COUNTY ☐ LEE COUNTY Sworn to and Subscribed Before Me, a Notary Public, for the above State and County, on this Day of _____, 20_____. Notary Public My Commission Expires: _____

(AFFIX OFFICIAL SEAL)



Attachment 6: Immigration Affidavit Certification

Solicitation: 15-6520 - Public Relations Services

This Affidavit is required and should be signed, notarized by an authorized principal of the firm and submitted with formal Invitations to Bid (ITB's) and Request for Proposals (RFP) submittals. Further, Vendors / Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the vendor's/bidder's proposal. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. Failure to include this Affidavit and acceptable evidence of enrollment in the E-Verify program, may deem the Vendor / Bidder's proposal as non-responsive.

Collier County will not intentionally award County contracts to any vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA").

Collier County may consider the employment by any vendor of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by Collier County.

Vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at the time of submission of the Vendor's / Bidder's proposal.

Company Name			
Print Name		Title	
Signature		Date	
State of	113		
County of			
The foregoing instrument was a 20, by		re me thisday of	,
(Print or Type Name)	wno has produced (Type of Identi	as identification.	
Notary Public Signature			
Printed Name of Notary Public			
Notary Commission Number/Expiration	 on		

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.



Attachment 7: Vendor Substitute W - 9 Request for Taxpayer Identification Number and Certification

In accordance with the Internal Revenue Service regulations, Collier County is required to collect the following information for tax reporting purposes from individuals and companies who do business with the County (including social security numbers if used by the individual or company for tax reporting purposes). Florida Statute 119.071(5) require that the county notify you in writing of the reason for collecting this information, which will be used for no other purpose than herein stated. Please complete all information that applies to your business and return with your quote or proposal.

1.	General	Information	(provide al	l information)	
----	---------	-------------	-------------	----------------	--

Taxpayer Name	
(as shown on income tax return)	
Business Name	
(if different from taxpayer name) Address	City
/\dai\ccc	Only
State	Zip
Telephone FAX	Email
Order Information	Remit / Payment Information
Address	Address
City State Zip	City State Zip
FAX	FAX
Company Status (check only one) Individual / Sole ProprietorCol	
Company Status (check only one)	rporationPartnership ntity Limited Liability Company
Company Status (check only one) Individual / Sole Proprietor Tax Exempt (Federal income tax-exempt elunder Internal Revenue Service guidelines I 501 (c) 3) Taxpayer Identification Number (for tax regions)	Partnership Partnership Limited Liability Company RC Enter the tax classification (D = Disregarded Entity, C = Corporation, P = Partnership) porting purposes only)
Company Status (check only one) Individual / Sole Proprietor Tax Exempt (Federal income tax-exempt en under Internal Revenue Service guidelines I 501 (c) 3)	reporationPartnership Intity
Company Status (check only one) Individual / Sole Proprietor Tax Exempt (Federal income tax-exempt el under Internal Revenue Service guidelines I 501 (c) 3) Taxpayer Identification Number (for tax regions) Federal Tax Identification Number (TIN)	Partnership Intity
Company Status (check only one) Individual / Sole ProprietorColTax Exempt (Federal income tax-exempt elunder Internal Revenue Service guidelines I 501 (c) 3) Taxpayer Identification Number (for tax reports) Federal Tax Identification Number (TIN) (Vendors who do not have a TIN, will be required.) Sign and Date Form	rporationPartnership Intity
Company Status (check only one) Individual / Sole ProprietorColTax Exempt (Federal income tax-exempt elunder Internal Revenue Service guidelines I 501 (c) 3) Taxpayer Identification Number (for tax reports) Federal Tax Identification Number (TIN) (Vendors who do not have a TIN, will be required.) Sign and Date Form	Partnership Intity



Attachment 8: Insurance and Bonding Requirements

Ins	urance / Bond Type	Required Limits		
1.		Statutory Limits of Florida Statutes, Chapter Statutory Limits and Requirements	440 and all Fe	ederal Government
2.		\$500,000 single limit per occurrence		
3.	□ Commercial General Liability (Occurrence Form)	Bodily Injury and Property Damage		
	patterned after the current ISO form	\$500,000 single limit per occurrence, \$2,000 Liability and Property Damage Liability. To Operations; Independent Contractors; Produced and Contractual Liability	his shall inclu	ide Premises and
4.		To the maximum extent permitted by Florida la Contractor/Vendor/Consultant shall indemnify County, its officers and employees from any a losses and costs, including, but not limited to, paralegals' fees, to the extent caused by the nintentionally wrongful conduct of the Contractor employed or utilized by the Contractor/Vendor of this Agreement. This indemnification obligate negate, abridge or reduce any other rights or the available to an indemnified party or person. This section does not pertain to any incident a of Collier County.	and hold harm and all liabilities reasonable attractions. The control of the cont	s, damages, torneys' fees and sklessness, or sultant or anyone the performance be construed to h otherwise may his paragraph.
4.	☐ Automobile Liability	\$ Each Occurrence; Bodily Injury Owned/Non-owned/Hired; Automobile Include		amage,
5.	Other insurance as noted:	☐ Watercraft	\$	Per Occurrence
	noted.	United States Longshoreman's and Harbor maintained where applicable to the completion	n of the work.	-
				_ Per Occurrence
		☐ Maritime Coverage (Jones Act) shall be m the completion of the work.	aintained whe	re applicable to
			\$	_ Per Occurrence
		Aircraft Liability coverage shall be carried in \$5,000,000 each occurrence if applicable to the under this Agreement.		
		ando, and rigidomenia	\$	_ Per Occurrence
		Pollution	\$	_ Per Occurrence
		 Professional Liability \$ 500,000 each claim and in the aggr \$1,000,000 each claim and in the agg \$2,000,000 each claim and in the agg 	egate regate	er Occurrence
		☐ Professional Liability	\$	per claim and in the aggregate

		☐ Valuable Papers Insurance	\$	Per Occurrence
6.	☐ Bid bond	Shall be submitted with proposal recashiers' check or an irrevocable I County Clerk, or proposal bond in checks shall be made payable to the Commissioners on a bank or trust insured by the Federal Deposit Insured Deposit Insur	etter of credit, a cas a sum equal to 5% he Collier County Bo company located in	h bond posted with the of the cost proposal. All pard of County the State of Florida and
7.	Performance and Payment Bonds	For projects in excess of \$200,000 executed contract by Proposers re Contract award amount, the cost be The Performance and Payment Bouthorized to do business in the Sowner; provided, however, the surgeneral policy holders rating and Coategory and the amount required holders' surplus, all as reported in published by A.M. Best Company, York 10038.	o, bonds shall be subsectiving award, and borne by the Proposionds shall be underwate of Florida and crety shall be rated at Class V or higher ratishall not exceed 5% the most current Be	omitted with the written for 100% of the er receiving an award. written by a surety therwise acceptable to s "A-" or better as to ing as to financial size to of the reported policy st Key Rating Guide,
8.		t all subcontractors comply with the all provide County with certificates o		
9.	☐ Collier County must be General Liability where requ	named as "ADDITIONAL INSURED ired.	on the Insurance C	ertificate for Commercial
10.	Commissioners in Collier Co	hall be named as Collier County Boa bunty, OR Collier County Governmen nber, or Project Number, or specific f Collier County.	nt, OR Collier Count	y. The Certificates of Insurance
11.	☐ Thirty (30) Days Cance	ellation Notice required.		
LJE	3 10/2/2015			
		Vendor's Insurance St	atement	
	understand the insurance re nin five (5) days of the award	equirements of these specifications a of this solicitation.	nd that the evidence	e of insurability may be required
Nar	Name of Firm Date			
Ver	ndor Signature			
Prir	nt Name			
Insı	urance Agency			
Age	ent Name		Telephone Nun	nber

\$1,000,000 per claim and in the aggregate \$2,000,000 per claim and in the aggregate



Attachment 9: Reference Questionnaire

Solicitat Reference	tion: ce Questionnaire for:				
(Nam	e of Company Requesting Reference Inform	ation)			
(Nam	e of Individuals Requesting Reference Inform	nation)			
Name: (E	Name: Company: (Evaluator completing reference questionnaire) (Evaluator's Company completing reference)				
Email:	Email: FAX: Telephone:				
in the se a client f best of y firm/indiv If you do be score	county is implementing a process that collects election of firms to perform this project. The Nor which they have previously performed wor your knowledge on a scale of 1 to 10, with 10 yidual again) and 1 representing that you were not have sufficient knowledge of past perforted "0."	Name of the Company listed in the Subject. Please complete the survey. Please representing that you were very satisifed to very unsatisfied (and would never hire mance in a particular area, leave it blank	ct above has listed you as rate each criteria to the d (and would hire the the firm/indivdiual again). and the item or form will		
•	Project Budget: Project Number of Days:				
Change	Orders - Dollars Added :				
Item	Cite		Score		
1	Ability to manage the costs (minimize chan	ge orders to scope).			
2	Ability of team members to work with your of	organization.			
3	Quality of news releases about your destination	ation.			
4	Ability and quality of message created about	ut your destination.			
5	Professionalism of project manager and ab	pility to manage personnel.			
6	Project administration (completed news releases, final product turnover; invoices etc.)				
7	Ability to verbally communicate and document information clearly and succinctly.				
8	Abiltity to handle crisis management and fast breaking negative media attention.				
9	Ability to follow contract documents, policies, procedures, rules, regulations, etc.				
10	Overall comfort level with hiring the compar	ny in the future (customer satisfaction).			
	TOTAL SCORE OF A	LL ITEMS			
Please F	FAX this completed survey to:	By			