


SUBMIT SEALED PROPOSAL TO: BREVARD COUNTY PURCHASING SERVICES 2725 JUDGE FRAN JAMIESON WAY BLDG. C, 3rd FLOOR, SUITE C-303 VIERA, FL 32940				REQUEST FOR PROPOSAL Proposal Acknowledgment	
PROCUREMENT ANALYST: Stephanie Reynolds Stephanie.reynolds@brevardfl.gov		(321) 617-7390 Ext. 5-9336		AN EQUAL OPPORTUNITY EMPLOYER	
PROPOSAL SPECIFICATIONS MAY BE OBTAINED AT: Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or DemandStar® website and VendorLink .					
RELEASE DATE: December 17, 2020		PROPOSAL TITLE: Tourism Public and Media Relations Services		PROPOSAL NUMBER: P-7-21-09	PROPOSAL OPENING DATE AND TIME: January 21, 2021 @ 2:00pm
PRE-PROPOSAL DATE, TIME, AND LOCATION: None Scheduled					PROPOSAL RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED

▼ CONTRACTOR MUST COMPLETE THIS AREA AND RETURN FORM ▼

LEGAL NAME OF CONTRACTOR AND BUSINESS ADDRESS:		FEDERAL ID NO. (FEIN) OR SOCIAL SECURITY NO. (SSN):	
TELEPHONE NUMBER/TOLL-FREE NUMBER: ()		If returning as a "no proposal," state reason:	
I certify that this proposal is made without prior understanding, Contract, or connections with any corporation, Contractor or person submitting a proposal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the Contractor. In submitting a proposal to the County of Brevard, the Contractor offers and agrees that if the proposal is accepted, the Contractor will convey, sell, assign, or transfer to the County of Brevard all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County of Brevard. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Contractor.		The Contractor acknowledges that information provided in this RFP is true and correct. X <hr/> AUTHORIZED SIGNATURE (MANUAL) <hr/> NAME (PRINTED/TYPED) <hr/> TITLE _____ DATE _____	

THIS FORM MUST BE NOTARIZED AND RETURNED WITH YOUR PROPOSAL

Sworn to and subscribed before me this ____ day of _____ 20__.

Personally known:

Or produced identification: Type of ID: _____

SIGNATURE OF NOTARY PUBLIC _____ STATE _____

NAME OF NOTARY PUBLIC (PRINTED) _____

My commission expires: _____

(AFFIX SEAL or STAMP)

BOND DATA

CONTRACTOR MUST PROVIDE:		AMOUNT:
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	BID BOND
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	PERFORMANCE BOND
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	LABOR, MATERIAL, PERFORMANCE BOND

In cases where the amount of a surety bond exceeds \$500,000, the surety company must have an A.M. Best's rating as specified in this document, and depending on the amount of the bond, shall have a minimum A.M. Best's financial size category (FSC) ranking as follows:

BOND AMOUNT UP TO:	FINANCIAL CLASS	BOND AMOUNT UP TO:	FINANCIAL CLASS
\$ 1,000,000	I	\$ 25,000,000	V
\$ 2,000,000	II	\$ 50,000,000	VI
\$ 5,000,000	III	\$ 100,000,000	VII
\$ 10,000,000	IV		

Bonds must be issued by a surety company who complies with the requirements of § 287.0935, Fla. Stat.

PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE. ALL FIRST TIME CONTRACTORS MUST SUBMIT A CURRENT W-9 FORM.

GENERAL CONDITIONS, TERMS, AND PROVISIONS

1. DEFINITIONS:

- a. COUNTY - The term "COUNTY" herein refers to the County of Brevard, Florida, and its duly authorized representatives.
- b. CONTRACTOR - The term "CONTRACTOR" used herein refers to the dealer/ manufacturer/business organization submitting a Proposal to the County in response to this solicitation or any organization that will be awarded a contract pursuant to the terms, conditions and quotations of the Proposal.
- c. USING AGENCY - The term "USING AGENCY" used herein refers to any department, division, agency, commission, board, committee, authority or other unit in the County Government using supplies or procuring contractual services as provided for in the Purchasing Ordinance of the County of Brevard.
- d. HEAVY DUTY - The item(s) to which the term "HEAVY DUTY" is applied shall exceed the usual quality and/or capacity supplied with standard production equipment and shall be able to withstand unusual strain, exposure, temperature, wear and use.
- e. QUALIFIED CONTRACTOR - The best Contractor who has the capability in all respects to fully perform the Proposal requirements, and has the financial stability, honesty, integrity, skill, business judgment, experience, facilities, and reliability necessary to assure good faith performance of the contract, as determined by reference to the Contractor's Qualification Statement, evaluations by County staff of the Contractor or its subcontractors' past performance for the Board, an any other information required by Board policies.
- f. RESPONSIVE CONTRACTOR - A Contractor who has submitted a bid or proposal, which conforms in all respects to the requirements of the solicitation, including, but not limited to, submission of the bid or proposal on required forms with all required information, signatures, and notarizations at the place and time specified.
- g. DUE CAUSE – An applicable reason affecting and concerning the ability and fitness of the contractor(s) to perform to the specifications and requirements of the contract.

2. **SUBMISSION OF PROPOSALS:** All Proposals shall be submitted in a sealed envelope. The Proposal number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said Proposal to Purchasing Services prior to the specified opening date and time is solely and strictly the responsibility of the Contractor. Any Proposals received in Purchasing after the specified date and time will not be accepted. An original and number of copies indicated of the Proposal must be submitted unless otherwise noted.

3. **EXECUTION OF PROPOSAL:** Proposal must contain a manual signature of authorized representative in the space(s) provided. Proposals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Contractor to any Proposal entry must be initialed. The company and Federal Employer Identification Number (FEID) number shall appear in the space(s) provided.

4. **PROPOSAL OPENING:** Proposal opening shall be public on the date and time specified. Sealed proposals received by an agency pursuant to requests for proposals are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to s. 120.57(3)(a) or within 30 days after Proposal or proposal opening, whichever is earlier in accordance with Florida Statute 119.071(1)(b) 2. The names of the Contractors submitting a competitive solicitation will be read aloud at the time of the opening. No details of the competitive solicitation

will be released. Proposal must be submitted on forms provided by the County. No other forms will be accepted. Telephone and telegraph Proposals will not be considered. No Proposal may be modified after opening. No Proposal may be withdrawn after opening for a period of thirty (30) days unless otherwise specified.

5. **PROPOSAL TABULATIONS:** Proposal tabulations are posted to: www.demandstar.com and VendorLink.

6. **CLARIFICATION/CORRECTION OF PROPOSAL ENTRY:** The County reserves the right to allow for the clarification of questionable entries and for the correction of OBVIOUS MISTAKES.

7. **INTERPRETATION:** No interpretation of the meaning of the specifications, or other contract documents will be made orally to any Contractor. Every request for such interpretation must be in writing, addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Viera, FL 32940, or emailed to the attention of the applicable Purchasing Agent. To be given consideration, such requests must be received at least five (5) business days prior to the date fixed for the opening of the Proposal. Any and all such interpretation and supplemental instructions will be in the form of a written addendum, which will ONLY be posted to www.demandstar.com and www.myvendorlink.com. Failure of any Contractor to receive any such addendum or interpretation shall not relieve said Proposer from any obligation under his Proposal as submitted. All addenda so issued shall become part of the contract documents, whether or not the successful Contractor received a copy of such addendum, it being understood that all Contractors are responsible to verify that they have received any such addenda prior to submitting their Proposal.

8. **EEO STATEMENT:** Contractors must ensure that employees and applicants for employment are not discriminated against for reasons of race, color, age, religion, sex, national origin, or handicapped status. Minority and female-owned businesses are encouraged to participate. Brevard County is an equal opportunity employer.

9. **PRICING:** Contractor prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges, fuel surcharges and delivery, unless otherwise indicated, to any point within the County to a secure area or inside delivery. All prices, costs, and conditions shall remain firm and valid for term of the contract unless a change is authorized by the County. The obligations of the County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and/or the Board of County Commissioners.

10. **ADDITIONAL TERMS & CONDITIONS:** The County reserves the right to reject Proposals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

11. **TAXES:** The County is exempt from Federal Excise Taxes and all sales taxes.

12. **DISCOUNTS:** All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest net cost for Proposal evaluation purposes.

13. **MEETS SPECIFICATIONS:** All equipment and accessories furnished under these specifications shall be new, the latest model in current production, and shall be of good quality, workmanship and material. The Contractor represents that all equipment offered under these specifications shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to. The Contractor shall be responsible for performing the work necessary to meet County standards in a safe, neat, good and workmanlike manner.

14. **BRAND NAME OR EQUAL:** If items called for by this invitation have been identified in the specifications by a "Brand Name or Equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be

acceptable. Contractors offering "equal" products will be considered for award if such products are clearly identified in the Proposal and are determined by the County to meet fully the salient characteristics requirements listed in the specifications. Unless the Contractor clearly indicates in his Proposal that the Contractor is offering an "equal" product, the Contractor shall be considered as offering the same brand name product referenced in the specifications. If the Contractor proposes to furnish an "equal" product, the brand name if any, or the product to be furnished shall be inserted in the space provided or such product shall be otherwise clearly identified. The evaluation of Proposals and the determination as to equality of the product offered shall be the responsibility of the County and will be based on information furnished by the Contractor. Purchasing Services is not responsible for locating or securing any information, which is not identified in the Proposal and reasonably available to Purchasing Services. To ensure that sufficient information is available the Contractor shall furnish as a part of the Proposal, or prior to RFP opening, as indicated, all descriptive material necessary for Purchasing Services to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the Contractor proposes to furnish and what the County would be binding itself to purchase by making an award.

15. **SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and only materials of first quality be provided. All interpretations of this specification shall be made upon the basis of this statement.
16. **ASSIGNMENT:** Any purchase order issued pursuant to this Proposal and the moneys, which may become due hereunder is not assignable except with the prior written approval of the Purchasing Manager.
17. **INDEMNIFICATION:** The successful Contractor agrees to indemnify and hold harmless the County and their employees from all claims, losses and expenses, including attorneys' fees, arising out of or resulting from the performance, failure in the performance of, or defect in, the products or services to be contracted, provided such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, death, or personal injury, or to property damage, including loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor or any of their employees, or arises from a job-related injury. The successful Contractor acknowledges adequate consideration for this indemnification provision.
18. **PATENTS AND ROYALTIES:** The Contractor, without exception shall indemnify and save harmless the County and its employees from liability of any nature of kind including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the County. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any involved in the work.
19. **TRAINING:** If specified, Contractor(s) may be required at the convenience of the County, to provide employees training in the operation and maintenance of any items(s) purchased from this Proposal.
20. **ACCEPTANCE:** Items may be tested for compliance with specification. Items delivered not conforming to specifications may be rejected and returned at Contractor's expense. Those items not delivered as per delivery date in Proposal and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the Contractor. Any violations of these stipulations may also result in the Contractor name being removed from the Proposal list and the Contractor disqualified from doing business with the County.
21. **SAFETY WARRANTY:** The selling dealer, distributor, Contractor, and manufacturer shall be responsible for having complied with all Federal,

State and local standards, regulations, and laws concerning the equipment specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

22. **WARRANTY:** The Contractor agrees that, unless otherwise specified, the supplies and/or services furnished under this Proposal shall be covered by the most favorable commercial warranty the Contractor gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this Proposal.
23. **AWARDS:** As the best interest of the County may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof; to reject any and all Proposals or waive any minor irregularly or technicality in Proposals received. Contractors are cautioned to make no assumptions unless their Proposal has been evaluated as being responsive and qualified. All awards made as a result of this Proposal shall conform to applicable ordinances of the County. The Board may return, for full credit, any unused items received which fail to meet the Board's performance standards. The County reserves the right to cancel an awarded Proposal upon due cause, i.e. Contractor misrepresentation, Contractor negligence, non-performance, etc. via written notice.
24. **Unless otherwise noted in the Proposal document, Contractors shall submit one Proposal only.**
25. **CONFLICT OF INTEREST:** The award hereunder is subject to provisions of State Statutes and County Ordinances. All Contractors must disclose with their Proposal the name of any officer, director, or agent who is also an employee of Brevard County. Further, all Contractors must disclose the name of any County employee who owns, directly or indirectly, any interest in the Contractor's firm or any of its branches.
26. **PURCHASING CONTRACTS WITH OTHER GOVERNMENT ENTITIES:** Brevard County permits the awarded Contractor(s) to extend the pricing, terms and conditions of this solicitation to other governmental entities at the Contractor's discretion. Each governmental entity that utilizes this solicitation or resulting contract will be responsible for execution of its own requirements with the awarded Contractor(s).
27. **DRUG-FREE WORKPLACE:** Whenever two or more proposals which are equal with respect to price, quality, and service are received by the County for the procurement of commodities or contractual services, a proposal received from a business that has implemented a drug free workplace program (per Florida Statutes Section 287.087) shall be given preference in the award process.
28. **LOBBYING STATEMENT:** All Contractors are hereby placed on notice the County Commission and staff shall not be contacted about this Proposal. Contractors and their agents are hereby placed on notice that they are not to contact members of the County Commission or staff (with the exception of designated liaison). Public meetings and public deliberations of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by the RFP; and written correspondence in regard to Proposals may be submitted to the Purchasing Manager. Each Proposal will have one purchasing staff member designated who will serve as the liaison. Failure to adhere to these requirements could result in Board action to disqualify Contractor from consideration of award.
29. **PUBLIC ENTITY CRIMES:** All Contractors are hereby placed on notice that 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction repair of a public building or public work, may not submit proposals 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 a public entity, and may not transact business with any public

entity in excess of the threshold amount provided in 287.017 Fla. Stat. for CATEGORY TWO (currently \$35,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

30. **DISCRIMINATORY VENDOR LIST:** An Contractor placed on the Discriminatory Vendor List shall not submit a proposal for a contract to provide goods or services to a public entity, shall not submit a proposal on a contract with a public entity for the construction or repair of a public building or perform any public work, shall not submit proposals for leases of real property to a public entity, shall not award or perform work as a contractor, supplier, subcontractor, or consultant under any contract with any public entity, and shall not transact business with any public entity per 287.134(3)(d), Fla. Stat.

31. **SCRUTINIZED COMPANIES:** Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than \$1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts \$1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Contract.

As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, this section shall become inoperative and unenforceable.

32. **LICENSES, CERTIFICATIONS, AND PERMITS:** The successful Contractor will be required to secure, at its expense and show proof of the proper business tax receipt and/or any other license/certification required of the applicable service/work being performed. Prior to award, the apparent low Contractor will be required to provide proof of license and/or certification within two (2) business days of the posted awarded recommendation and submit copies of license/certifications to the Purchasing Office. The Brevard County Contractor Licensing Regulation & Enforcement (LR&E) office is responsible for the county licensing of trades: General Building, drywall, plumbing, electric, HVAC, roofing, etc. If you have questions concerning the licensing requirements for a Brevard County contractor's license, please Contact the Brevard County LR&E office at (321) 633-2058, option 0, for any questions.

33. The awarded contractor shall fully comply with all federal and state laws, county and municipal ordinances and regulations in any manner affecting the performance of the work. The successful Contractor is responsible for obtaining all permits necessary to construct the project. The County does not exempt itself from permitting requirements. The County shall pay all Brevard County permit, inspection and impact fees required for the project

or services required under this contract; all other fees for permits required by agencies/municipalities other than Brevard County shall be the responsibility of the awarded Contractor. A copy of issued permit shall be provided to the User Department of the County for their records.

34. **ERRORS:** In the event of extension error(s), the unit price will prevail. In the event of addition error(s), the extended totals will prevail. In either case, the Proposal's total offer will be adjusted accordingly.

35. **CANCELLATION AND REINSURANCE:** If any insurance should be canceled or changed by the insurance expiring during the period of this Proposal award, the Contractor shall be responsible for securing other acceptable insurance to provide the coverage specified in the Proposal to maintain continuous coverage during the life of the award.

36. **INCURRED COST:** The County is not liable for any cost incurred by any Contractor prior to an award. Costs for developing a response to this RFP are entirely the obligation of the Contractor and shall not be chargeable in any manner to the County.

37. **MATERIALS/SUPPLIES:** No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale or other Contract by which an interest is retained by the seller.

38. **SUBCONTRACTORS:** The Contractor shall be fully responsible for all acts and omissions of his subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts and omissions of persons directly employed by him.

39. **VERBAL INSTRUCTIONS:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any County employee. Only those communications, which are in writing from an authorized County representative, may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the company, will be recognized by the County as duly authorized expressions on behalf of the company.

40. **LITIGATION VENUE:** All litigation shall take place either in the State Courts of Florida, wherein venue shall lie in Brevard County, Florida; or in the Federal Courts wherein venue shall lie in the Middle District in and for the State of Florida. The Contractor expressly waives venue in any other location.

41. **ADDITION, DELETION OR MODIFICATION OF SERVICES:** The County reserves the right at its sole discretion to increase, decrease, or delete any portion of this Contract at any time without cause, and if such right is exercised by the County, the total fee shall be reduced by a prorate basis. If work has already been accomplished on the portion of the contract to be increased, decreased, or deleted, the Contractor shall be paid for the correct portion on the basis of the estimated percentage agreed upon by the County, the Contractor, and the contract manager upon completion of such portion.

42. **OPERATION DURING DISPUTE:** In the event the County has not canceled the Contract in accordance with the terms of the Contract, and there remains a dispute between the proposer and the County, the Contractor agrees to continue to operate and perform under the terms of the Contract while such dispute is pending, and further agrees that, in the event a suit is filed for injunction or other relief, it will continue to operate the system until the final adjudication of such suit by the court.

43. **CONTRACT TERMINATION:** The Contract resulting from this Proposal shall commence upon issuance and acceptance of the fully executed Contract. The County user agency shall issue orders against the Contract on an as needed basis. The Contract may be canceled by the Contractor, for good cause, upon ninety (90) days prior written notice. The County retains the right to terminate the Contract, in part or in its entirety, with or without good cause, upon thirty (30) days prior written notice or as stated herein. In the event of termination by either party as provided herein, the awarded

Contractor shall be paid for services performed through the date of termination.

44. **SPECIAL ACCOMMODATIONS:** In accordance with the Americans with Disabilities Act (ADA) and Section 286.26, Fla. Stat., persons with disabilities needing special accommodations to participate should contact the ADA Coordinator at (321) 633-2017 or by email at Brian.Breslin@BrevardFL.gov, and must be made no later than 48 hours prior the public meeting/hearing in order to provide the requested service.
45. **CONTRACTOR RESPONSIBILITIES:** A Contractor, by submitting a Proposal, certifies that it understands all planning, coordinating, and implementation of the described services shall be done through personal contact between the Contractor and the contract manager, and that telephone contact and mail correspondence may, in some cases, not be appropriate. County approved representatives of the Contractor shall be available to meet with the contract manager, as may be required, to accomplish the County's objectives as effectively and efficiently as possible, during all phases of this Contract.
46. **SUPERVISION OF CONTRACT PERFORMANCE:** The Contractor's performance of the Contract will be monitored by the contract manager. The Contractor shall be notified of lack of performance in writing by the contract manager. If at any time during the term of the contract, performance satisfactory to the contract manager shall not have been made, the Contractor, upon written notification by the contract manager, shall within three (3) days increase the force, tools and equipment as needed to properly perform the contract. The failure of the contract manager to file such notification shall not relieve the Contractor of the obligation to perform the work at the time and in the manner specified by the contract. If the Contractor does not increase the force or neglects to do the work properly, the contract manager can withhold a percentage of payment or withhold the entire dollar amount due as per the contract.
47. **MISUNDERSTANDING:** To prevent misunderstanding and any litigation, the contract manager shall decide any and all questions which may arise concerning the quality and acceptability of the work and services performed the sufficiency of performance, the interpretation of the provisions of the contract, and the acceptable fulfillment of the contract on the part of the proposal. The contract manager will determine whether or not the amount, quantity, character and quality of the work performed are satisfactory, which determination shall be final, conclusive and binding upon both the Contractor and the County. The contract manager shall make such explanation as may be necessary to complete, explain, or make definite the provisions of the contract, and his findings and conclusions shall be final and binding upon both parties.
48. **GREEN PROCUREMENT POLICY:** The Board of County Commissioners approved a "green procurement" policy in March 2004 to establish procurement requirements that promote the purchase and use of Environmentally Preferred Products as defined by the United States Environmental Protection Agency. Environmentally Preferred Products (EPP) are those products and services that have a reduced effect on the human health and the environment when compared to other products and services that serve the same purpose. EPP produces encourage (1) waste reduction; (2) reduced exposure to hazardous materials; (3) natural resource conservation; and (4) energy efficiency.
49. **MONITORING OF WORK:** The Contractor shall provide the contract manager with every reasonable opportunity to ascertain whether or not the work, as performed, is in accordance with the requirements of the contract. The Contractor shall designate, in writing, a person to serve as liaison between the proposer and the County.
50. **PROMPT PAYMENT:** For payment promptness, the County shall remit payment in accordance with the Florida Prompt Payment Act, Section 218.70, Fla. Stat., et seq. The County does not expect to be billed in excess of the ordered quantity and will not pay for any quantity above the ordered quantity. Any order placed as a result of this bid will be subject to Billing Instructions and Conditions on the back of the County Purchase Order form. Contractors may offer cash discounts for prompt payment but they

will not be considered in determination of award. If a Contractor offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

Requests for final payment for any work or services for which a permit is required shall include a copy of all required permits and copies of all required inspection reports. Failure to provide proof of acquisition of all required permits and successful completion of all required inspections shall represent an incomplete invoice and will delay payment.

51. **RIGHT TO AUDIT RECORDS:** In performance of this Contract, the Contractor shall keep books, records, and accounts of all activities related to the Contract, in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the Contractor in conjunction with the Contract and the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of the office and shall be retained by the Contractor for a period of three (3) years after termination of this Contract, unless such records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1) Florida Statutes.
52. **UNAUTHORIZED ALIEN WORKERS:** The County will not accept bids from Contractors who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S. Code § 1324a(e) (Section 274A(e) of the Immigration and Nationality Act "INA"). The County shall consider a Contractor's intentional employment of unauthorized aliens as grounds for immediate termination of any awarded proposal. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the [U.S. Department of Homeland Security's E-Verify system](#) to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. **If the County is unable to electronically verify the lowest responsive responsible Contractor participates in the E-Verify Program; the lowest responsive responsible CONTRACTOR SHALL be required to submit a copy of the fully executed E-Verify Memorandum of Understanding before the County will enter into contract or issue notice to proceed with Contractor.**
53. **FLORIDA PUBLIC RECORDS LAW:** Both parties understand that the County is subject to the Florida Public Records Law, Chapter 119, Fla. Stat. and all other applicable Florida Statutes. If the materials provided by the Contractor do not fall under a specific exemption, under Florida or federal law, materials provided by the Contractor to the County would have to be provided to anyone making a public records request. It will be the Contractor's duty to identify the information, which it deems is exempt under Florida/federal law, and identify the statute by number, which exempts that information.
- Should any person or entity make a public request of the County—which requires or would require the County to allow inspection or provide copies of records which the Contractor maintains are exempt from Public Records Law or are confidential—it shall be the Contractor's obligation to provide the County within 24 hours (not including weekends and legal holidays), of notification by the County to the Contractor of the request, of the specific exemption or confidentiality provision so the County will be able to comply with the requirements of 119.07(1)(e) and (f) , Fla. Stat.
- Should the County face any kind of legal action to require or enforce inspection or production of any records provided by the Contractor to the County which the Contractor maintains are exempt or confidential from such inspection/production as a public record, then the Contractor shall hire and compensate attorney(s) who shall represent the interest of the County as well as the Contractor in defending such action. The Contractor shall also pay any costs to defend such action and shall pay any costs and attorney fees, which may be awarded pursuant to 119.12, Fla. Stat.

All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this RFP. Selection or rejection of any proposal does not affect this right.

54. **REFERENCE GIVEN TO COMMODITIES MANUFACTURED, GROWN, OR PRODUCED IN FLORIDA:** In accordance with 287.082, Fla. Stat., whenever two or more competitive sealed bids are received, one or more of which relates to commodities manufactured, grown, or produced within this State, and whenever all things stated in such received bids are equal with respect to price, quality, and service, the commodities manufactured, grown, or produced within this State shall be given preference.
55. **COUNTY SEAL:** Use of the County Seal without the express approval of the Board of County Commissioners is a violation of 165.043, Fla. Stat. punishable as a misdemeanor.
56. **TIE BIDS:** Award of all ties shall be made by the Purchasing Manager in accordance with State Statutes, which allows a Contractor certified as a Drug-Free Workplace to have precedence. When evaluation of Contractor responses to solicitations results in identical offers, with regards to bids or quotations, or identical ranking with regards to proposals, from two or more Contractors, the County shall determine the order of award using the following criteria in order of preference listed below (from highest priority to lowest priority):
- a. For tie bids, quotations or proposals, priority shall be given to the Contractor certifying that the company is a Drug-Free Workplace as defined within 287.087, Fla. Stat.;
 - b. Should a tie still exist, in the case of proposals only, priority shall be given until the tie is broken, to the Contractor with the highest total of raw scores for each evaluation criteria, progressing from the highest weighted criteria to the lowest rated criteria. If multiple evaluation criteria have identical weights, the combined total weights of the identically weighted criteria shall be used;
 - c. In the event that a tie still exists after progressing through both options listed above, the decision shall be made by lot or coin toss. The drawing of lots or coin toss shall be conducted in the presence of the effected Contractors if they elect to be present.
57. **CONTRACTOR COMPLAINTS AND DISPUTES:** The County encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner, the following procedures are adopted:
- a. **POSTING OF AWARD NOTICES**
FORMAL SEALED PROPOSALS: No later than three (3) business days after the selection committee recommendations are finalized, the Purchasing Manager or his designee shall post the selection committee's rankings and recommended award.
 - b. **PROCEEDINGS**

Any contractor who is allegedly aggrieved in connection with the solicitation or pending award of a contract must file a formal written protest with the Purchasing Manager within five (5) business days of the posted award recommendation.

The formal written protest shall reference the proposal number, and shall state with particularity the facts and laws upon which the protest is based, including full details of adverse effects and the relief sought.

Within seven (7) calendar days of receipt of the formal written protest, the Purchasing Manager will arrange a meeting of the Protest Committee and the affected parties. The Protest Committee shall consist of two (2) Department Directors or designees, both of whom must be from an organizational group which the user department or group is not assigned; one (1) Assistant County Manager, who must be from an organizational group which the user department or group is not assigned under. The Purchasing Manager shall act as a Hearing Coordinator and the County Attorney or designee may be requested to attend. The Purchasing Manager or designee shall record the meeting and provide any information as the committee may request. The purpose of the meeting of the Protest Committee is to provide an opportunity to: (1) review the basis of the protest, (2) evaluate the facts and merits of the bid protest, and (3) if possible, to reach a resolution of the protest that is acceptable to the affected parties. For the purpose of the Protest Committee hearing, resolution shall mean that the Protestor finds the decision of the Protest Committee acceptable.

In the event the matter is not resolved with the Protestor's acceptance of the Protest Committee's decision, the Purchasing Manager will schedule the recommended award including the details of the protest and the Protest Committee's recommendation before the Board of County Commissioners via Board Agenda. The County Manager, prior to approval and placement on the Board agenda, may elect to resolve the matter before presentation to the Board. In the event that the County Manager cannot bring the matter to resolution, a copy of the Agenda Report shall be furnished immediately to all affected parties. The affected parties may appear before the Board of County Commissioners as a final means of administrative remedy.

c. **STAY OF PROCUREMENTS DURING PROTESTS**

Failure to observe any or all of the above procedures shall constitute a waiver the right to protest a contract award. In the event of a timely protest under the procedure, the County shall not proceed further with solicitation or with the award until a recommendation is made by the Committee, or a written determination is made by the County Manager that the award must be made immediately in order to protect the public interest. Invoice disputes between an awarded Contractor and user agency will follow the guidelines set forth in AO-33, *Prompt Payment of Invoices*.

TOURISM PUBLIC AND MEDIA RELATIONS SERVICES

P-7-21-09

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Attachments: Exhibit A – Reference Form
Exhibit B – Proposal Checklist
Exhibit C – Draft Contract

TOURISM PUBLIC AND MEDIA RELATIONS SERVICES
P-7-21-09
PROPOSAL SCHEDULE

PROPOSAL SCHEDULE

The following anticipated timeline for completion of the RFP process and implementation has been established:

IDENTIFICATION DATE

12/17/2020

RELEASE OF PROPOSAL

01/11/2021, 5:00 pm

DEADLINE FOR QUESTIONS

01/21/2021 @ 2:00 pm

PROPOSAL DUE DATE

Date & Time TBD

SELECTION COMMITTEE MEETING

TOURISM PUBLIC AND MEDIA RELATIONS SERVICES

P-7-21-09

SPECIAL CONDITIONS

1. **INTRODUCTION/PURPOSE:**

The Brevard County Board of County Commissioners invites proposals from qualified firms for the development and implementation of a travel media relations program. This project involves the provision of services for the Brevard County Tourist Development Council (TDC) and the Tourism Development Office (TDO), also known as Florida's Space Coast Office of Tourism (SCOT), which is responsible for implementing the tourism plan established by the Board and the TDC.

The mission of the Tourism Development Office is to serve as the county-wide tourism marketing agency for Brevard County. The goals are to create awareness of the Space Coast brand to potential visitors, increase the number of year-round visitors to the Space Coast, increase visitor expenditures in the County, increase the length of visitor stay, increase shoulder season business (mid-April – May and August – October) and work cooperatively with the local tourism industry including the hotel associations, Kennedy Space Center Visitor Complex, Port Canaveral and Melbourne International Airport to generate a positive tourism and economic impact to the County.

The Tourist Development Office employs a highly experienced marketing and sales team which, with the help of select outside contractors, oversees the following areas of responsibility: Advertising, Branding, Web Development, Direct Marketing, Publicity/Public Relations, Promotions/Event Market Research, Social Media Collateral Development, Co-op Marketing, and Travel Industry Sales. The intent of this contract is that all concepts, slogans, or plans submitted or developed by the Contractor for the Tourism Development Office during the term of the contract, whether or not used; and any and all layouts, copy, artwork, films, and other tangible materials which the contractor prepares or purchases for its account pursuant to the Tourism Development Office, are Brevard County's property or licensed exclusively to it.

2. **CONTRACT PERIOD:**

Effective date of contract(s) will be on or around March 1, 2021 and continue to December 31, 2023 with the option to extend the Contract for two (2) additional twelve-month periods or one (1) twenty-four months period term upon mutual agreement of both parties. Based on the response to this RFP, the Selection Committee will select and/or recommend to the BOCC a firm to provide to the County the services required under this RFP.

Proposal prices shall remain firm for the first thirty-three months of this contract. The awarded Contractor may have an opportunity to request a price adjustment for the renewal term of this contract. The request for price adjustment must be submitted in writing no later than ninety (60) calendar days prior to the annual anniversary of the contract start date. The request for price adjustment must include written justification (raw material price increase, labor, etc.) for the increase and a copy must be sent to the Purchasing Manager. Any approved request for price adjustment will not take effect until the anniversary of the contract start date and any such granted price adjustment will be in effect for the term of the renewal period following the said anniversary start date. Written request for price adjustments shall not exceed the rate of inflation determined by the Consumer Price Index (CPI). Any price adjustment shall be approved by the Purchasing Manager or designee prior to the new price becoming effective.

3. **PROPOSAL SUBMITTAL:**

Please submit four hardcopies and one electronic copy on USB flash drive or CD/DVD no later than 2:00 p.m. local time January 21, 2021. Paper copies must be provided, but should be

accompanied by an equivalent electronic PDF file. Provide one original and three copies on paper, plus one (1) compact disc (CD) or flash drive. Sealed proposals must be clearly marked as follows:

“RFP # P-7-21-09, Tourism Public and Media Relations Services” and returned to:

Purchasing Services
Brevard County Government Center
2725 Judge Fran Jamieson Way, 3rd Floor, Suite C303
Viera, FL 32940

All proposals received on or before the due date and time will be opened at 2:00p.m. EST January 21, 2021, at which time, the names of the firms submitting proposals will be read. No details of the proposals or the contents shall be disclosed until notice of intent to award or thirty (30) days after opening of the proposals, whichever occurs first, in accordance with Chapter 119.071 (1), Florida Statutes.

***Note:** Please ensure that if you use a third party carrier (DHL Express, FedEx, UPS, USPS, etc.) that they are properly instructed to deliver your proposal only to Purchasing Services on the third (3rd) floor at the above address. **Contractors are advised that U.S. Postal Service 1st Class and Express mail is delivered to a P.O. Box and is not delivered to the Purchasing Services Office. Delivery via the USPS is at the Contractor’s risk. To be considered, a proposal must be accepted in Purchasing Services no later than the RFP closing date and time.** If the proposal is delivered anywhere else, it may not reach Purchasing Services in time.

4. **PRE-PROPOSAL MEETING DATE AND TIME:**

None Scheduled

6. **INFORMATION OR CLARIFICATION:**

For information concerning procedures for responding to this proposal, contact Stephanie Reynolds, Purchasing Services at 321-617-7390, or by email at stephanie.reynolds@brevardfl.gov. Such contact shall be for clarification purposes only. Material changes, if any, to the specifications will be transmitted by written addendum through Purchasing Services. No interpretation of the meaning of the proposal, any correction of any apparent ambiguity, inconsistency or error therein, will be made by any proposer orally. Every request for such interpretation must be in writing addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, Florida, 32940, or emailed to the attention of Stephanie Reynolds at stephanie.reynolds@brevardfl.gov. **To be given consideration, such requests must be received in writing no later than January 11, 2021 @ 5:00pm.** All such interpretations and supplemental instructions will be in the form of written Addenda to the Proposal. Only the interpretation or correction so given by the Procurement Analyst in writing shall be binding. Any request for additional information should be referred to the County Office of Purchasing Services.

Any addenda will be transmitted by written addendum through Purchasing Services and posted to <http://www.demandstar.com> and [VendorLink](#). The County will not notify Contractors of addenda. It is the sole responsibility of the Contractor to check the website prior to submitting a bid to verify receipt of all documents to include written addendum.

Interviews may be conducted. Proposals will be reviewed, scored and ranked by a Selection Committee using the evaluation criteria as outlined herein, and may conduct interviews from the top ranked firms. Based on the response to this RFP, the Selection Committee will select and/or recommend to the BOCC firms qualified to provide to the County the services required under this RFP.

The County will not be bound by oral explanations or instructions given at any time during the competitive process or afterward.

Right to Submitting Material: All responses, inquiries or correspondence relating to or in reference

to this RFP, and all other reports, charts, displays, schedules, exhibits and other documentation submitted by the Contractors will become the property of Brevard County.

Contract Negotiation: The County at its sole discretion, reserves the right to enter into contract negotiations with the #1 ranked, responsive, responsible Contractor. If the County and said Contractor cannot negotiate a successful contract, the County may terminate said negotiations and begin negotiations with the next highest ranked, responsive, responsible Contractor. This process will continue until a Contract acceptable to the County has been executed or all Proposals are rejected. No Contractor shall have any rights against the County arising from such negotiations or termination thereof.

TOURISM PUBLIC AND MEDIA RELATIONS SERVICES

P-7-21-09

SCOPE OF SERVICES

1. Create awareness through media (Television, radio, newspaper, magazine, online news and media sources) and social media (Facebook, Instagram, Pinterest, YouTube, Tik Tok and other social media outlets) story placement about Florida's Space Coast and the primary tourist destinations and attractions in the area; including, but not limited to: beaches, natural resources, waterways, space program, and the downtown areas of Cocoa Beach, Cocoa Village, Cape/Port Canaveral, Titusville, Melbourne and the Beaches, Palm Bay, and Viera.
2. The goal is to influence public attitudes, enhance Florida's Space Coast's reputation and encourage consumers to visit this destination.
3. Connect with credible media, social media and other tourism operators that will be beneficial to Brevard County's visitors and marketing demographic needs.
4. Create proactive opportunities and be ready with accurate information and resources when media/news channels approach Brevard County/Proposer?, and want to deliver the key messages of this destination in order to benefit from all media interactions. In addition, research industry trends.
5. Maximize all opportunities through partnerships and build continuing relationships with travel and other media. Focus will be on Regional, National and International coverage and working in partnership with the Public Relations Manager who will take the lead with Florida and local coverage. Ability to create and pitch their own story ideas and media releases while also bringing attention to stories and releases coming from Space Coast Office of Tourism. This also includes securing interview opportunities for the Executive Director and local experts.
6. Work with newspaper journalists / editors, magazine writers / editors, website writers and bloggers, guidebook authors, radio broadcasters, television crews, staffers, producers / freelancers, and social media influencers (Instagram, Facebook, Tik Tok, etc.). Request any data available regarding visitation to websites, Google Analytics reports, Alexa or similar web statistics services for verification of qualifications.
7. Secure media interested in familiarization tours / media visits. Will work closely with the Tourism Development Office's Public Relations Manager who will coordinate itinerary, attraction visits, hotel stays.
8. Work closely and consistently with all of Florida's Space Coast tourism partners and Tourism Development Office staff to meet all goals regarding travel media relations, media exposure and our destination's key messages to visitors. Conduct regular standing meetings to check in and discuss current and upcoming plans, strategy and brainstorming sessions, and possible presentations for the Tourism Development Council.
9. Provide monthly updates on reporting of Key Performance Indicators (KPIs) including but not limited to reports for specific campaigns/releases/stories, total brand media mentions, publicity value (using most accurate methodology to ensure values match advertising costs), Unique Visitors Per Million, impressions/engagement on content from influencers to show Return On Investment.
10. Work with influencers/bloggers from target audiences for in-market trips with social media/blog partnered content. Different campaigns may include different target audiences. Research other forms of emerging media and best contacts or influencers to work with.
11. Assist in implementing crisis communications plan with Tourism Development Office's Public Relations Manager. Prepare recovery plan for post-crisis to encourage tourism to return to the area.

**TOURISM PUBLIC AND MEDIA RELATIONS SERVICES
P-7-21-09
ACKNOWLEDGEMENT FORM**

ACH PAYMENTS

Does your company accept ACH Payment Method? _____ Yes / _____ No

PROMPT PAYMENT DISCOUNT

Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70. Contractors may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Contractor offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

* If Prompt Payment Discount is offered, please state discount and terms:

ADDENDUM ACKNOWLEDGMENT

Contractor acknowledges receipt of amendments by indicating amendment number and its date of issue.

Add. No. _____ Dated _____ // Add. No. _____ Dated _____

Add. No. _____ Dated _____ // Add. No. _____ Dated _____

I hereby acknowledge that I have read, understand, and agree to all terms, conditions, insurance, scope of work, specifications and pricing for P7-21-09/Tourism Public and Media Relations Services.

CONTRACTOR NAME _____

ADDRESS _____

AUTHORIZED SIGNATURE _____

PRINTED SIGNATURE _____ DATE _____

TELEPHONE # _____ FAX # _____

EMAIL _____

TOURISM PUBLIC AND MEDIA RELATIONS SERVICES
P7-21-09
EVALUATION AND SELECTION PROCESS

Evaluation of proposals will be conducted by an evaluation committee comprised of qualified County staff. The committee will evaluate, score and rank all responsive proposals based upon the information and references contained in the proposals submitted. Once each member of the Selection Committee has rated each proposal and completed a rating sheet, a composite is developed which indicates the Committee's collective ranking of the highest rated proposal in a descending order. Based on the response to this RFP, the Selection Committee will select and/or recommend to the BOCC firms qualified to provide to the County the services required under this RFP.

The following criteria will be used for evaluating Proposals for Brevard County and will be based on certain objective and subjective considerations as listed below:

Criteria	Points
Approach to Scope of Services	25
Experience	35
Proven Performance/References	20
Personnel/Resources	10
Proposed Plan for Costs	10
Total Points	100

Sample Criteria

1. Approach to Scope of Services (Total Possible Points 25)

Consider Contractor's initial approach/philosophy to the County's scope of services listed in the RFP. Evaluate Contractor's creative process as well as media relations management methods. Review any unique contractor capabilities.

2. Experience (Total Possible Points 35)

Consider the overall experience of the Contractor. Is the Contractor experienced in providing services similar to that requested in the Request for Proposal. Evaluate their relationships with travel and lifestyle media outlets including magazines, television, websites, and influencers. Review evidence of past coverage and media placements. Consider Contractor's experience in the travel, tourism, leisure, entertainment industries.

3. Proven Performance and References (Total Possible Points 20)

*Consider case study and references listed in the proposal. Review measurable outcomes of case study and work samples. The firm must list a minimum of three (3) and maximum of five (5) separate and verifiable clients. References must be listed on the reference form included in the package. Clients listed must be for completed work most closely related to this solicitation for services. Emphasis should be placed on projects completed within the last 5 years. The County reserves the right to check other references from clients beyond those submitted. Confidential clients shall not be included. Information on each client shall include the following **(One page per project, maximum or utilize attached reference form)**:*

Project Title

Client Name and Address, Contact and Phone Number, Fax, Email

Location of Project and Brief Description of Project

4. Contractor Personnel/ Applicable Resources (Total Possible Points 10)

Consider comparable experience and background of the specific personnel that shall be assigned to the County's project(s). Also, consider the specific involvement of those persons in projects. Evaluate the extent of applicable resources available to the Contractor to complete the County's project(s). Consider account management capabilities including administrative tasks such as statements of work/task order writing process and reporting process.

5. Proposed Plan of Costs (10 Possible Points)

TOTAL SCORE (100 possible points)

Award of this contract will be based on the selection criteria stated above.

The following people have been selected to serve on the selection committee:

- Meagan Happel, Tourism Public Relations Manager
- Tom Bartosek, Tourism Industry Relations Manager
- Don Walker, Communications Director, Brevard County

TOURISM PUBLIC AND MEDIA RELATIONS SERVICES
P-7-21-09

PROPOSAL FORMAT

Interested Contractors who would like to be considered for this project should submit a Proposal accompanied by pertinent information relating to the company's experience, qualifications, personnel, availability, and capability to provide and perform all of the professional services necessary to complete this project in an effective and timely manner. The Contractor's Proposal shall include:

Tab 1. Letter of Introduction and Executive Summary: Containing a summary of Contractor's ability to perform the services described in the RFP and confirms that Contractor is willing to perform these services and enter into a contract with the County. This letter must provide the names, title, phone, fax and email address for the person authorized to provide technical clarification regarding the proposal. This letter must be signed by an officer authorized to contractually obligate the submitting Contractor.

Tab 2. Table of Contents

The table of contents should outline in sequential order the major areas of the proposal.

Tab 3 – Agency Experience and Qualifications:

- Overall Travel Media experience and qualifications of the respondent shall include recent, current and projected workloads.
- Describe Proposer's access to and relationships with representatives from travel and lifestyle media outlets, including magazines, newspapers, websites, blogs, television, influencers, etc.
- Provide evidence of past coverage/placements including print clippings, media clips or screenshots. Please include Florida, National and International media.
- Provide at least 3 samples of work and at least 1 case study, preferably in travel, tourism, leisure, sports, or entertainment industries.
- Describe ability to leverage relationships.
- Outline influencer vetting process and key KPIs used in decision-making and examples of influencer marketing partnerships.
- These references should detail as to the type of experience provided, length of experience, contact names.
- Qualifications and experience of individual(s) assigned to handle the County account shall include current and projected workload of the personnel who will be assigned to the account.
- Describe how Proposer monitors and deliver analytics & reports

Tab 4 – Approach to Scope of Services

- Describe initial approach/philosophy to scope of services
- Describe areas for creativity
- Describe the benefits the County could expect should the Proposer be awarded the contract
- Describe how Proposer would manage consumer and trade media relations, provide news bureau services, and liaise with consumer, print, and online media, travel trade outlets, social media influencers, and broadcast producers.
- Provide an overview of how the County account will be handled on a day to day basis. Include process and/or tools used for team collaboration/communication, project coordination/management, and quality control.

Tab 5 – Contract Costs

- Program Budget Brevard County Space Coast Office of Tourism operates on a fiscal year (10/01/20-09/30/21).
- Budget should include all anticipated fees and expenses and provide a breakdown of key projects, initiatives and staffing requirements.

- Include any fees for reporting and monitoring tools such as Cision, off-cycle reporting, etc. Media management tools should have ability for Public Relations Manager to login to track their own projects and build media lists.
- Include estimated cost for crisis communications implementation/recovery campaign. This will be on a project basis, not part of the retainer.
- Outline fees and/or hourly rates for personnel who will be assigned to the account. Identify any incidental reimbursable fees or expenses.
- Explain the respondent's billing and cost-accountability systems.
- List any cost savings and/or added value proposals offered.

Tab 6. Required Proposal Forms:

- Signed/Notarized Request for Proposal
- Drug-Free Workplace Form
- Reference Form
- Contractor Affidavit Regarding Scrutinized Company List
- Acknowledgement Form

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
INDEMNIFICATION AND INSURANCE REQUIREMENTS
TOURISM PUBLIC AND MEDIA RELATIONS SERVICES
P-7-21-09

INDEMNIFICATION

The County shall be held harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services for which the County is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the Contractor, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The Contractor agrees to indemnify the County and pay the cost of the County's legal defenses, including fees of attorneys as may be selected by the County, for all claims described in the hold harmless clause herein. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

It is agreed by the parties hereto that specific consideration has been received by the Contractor under this Contract for this hold harmless/indemnification provision.

INSURANCE REQUIREMENTS

The Contractor providing services under this Contract will be required to procure and maintain, at their own expense and without cost to the County, until final acceptance by the County of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts:

General Liability Insurance policy with a \$1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.

Auto Liability Insurance which includes coverage for all owned, non-owned and rented vehicles with a \$1,000,000 combined single limit for each occurrence.

Workers' Compensation and Employers Liability Insurance Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor to provide evidence of this coverage. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor or supplier when applicable.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the Contractor shall also be protected by a Professional Liability Insurance Policy in the amount of \$1,000,000 per claim.

In the event the contract involves services related to construction projects, the Contractor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.

In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by Brevard County Insurance and Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Contractor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Contractors industry.

The Contractor shall have five (5) days to provide certificates of insurance to the County demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. **The certificate(s) of insurance (COI) shall indicate that the policies have been endorsed to cover the County as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers compensation policy is acceptable)** and that these policies may not be canceled or modified without thirty (30) days prior written notice to the County.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the Contractor under the terms of the contract. Subcontractor's insurance shall be the responsibility of the Contractor.

TOURISM PUBLIC AND MEDIA RELATIONS SERVICES
P-7-21-09

REFERENCE FORM – Attachment A

REFERENCES – PROJECTS

List customers for the services specified in the solicitation in the spaces provided below giving the company name, contact person, address, telephone number, and date services were performed, as described.

Note: A contact person shall be someone who has personal knowledge of the Contractor's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. Do NOT list persons who will be unable to answer specific questions regarding the requirements.

Ref #1. Customer/Client: _____
Date of Services: _____
Description of Services: _____
Street Address: _____
City, State, ZIP Code: _____
Telephone #: _____ Fax #: _____
Contact Person: _____ Email: _____

Ref #2. Customer/Client: _____
Date of Services: _____
Description of Services: _____
Street Address: _____
City, State, ZIP Code: _____
Telephone #: _____ Fax #: _____
Contact Person: _____ Email: _____

Ref #3. Customer/Client: _____
Date of Services: _____
Description of Services: _____
Street Address: _____
City, State, ZIP Code: _____
Telephone #: _____ Fax #: _____
Contact Person: _____ Email: _____

Ref #4. Customer/Client: _____
Date of Services: _____
Description of Services: _____
Street Address: _____
City, State, ZIP Code: _____
Telephone #: _____ Fax #: _____
Contact Person: _____ Email: _____

Ref #5. Customer/Client: _____
Date of Services: _____
Description of Services: _____
Street Address: _____
City, State, ZIP Code: _____
Telephone #: _____ Fax #: _____
Contact Person: _____ Email: _____

CONTRACTOR NAME _____
ADDRESS _____
PRINTED SIGNATURE _____
AUTHORIZED SIGNATURE _____
TELEPHONE # _____ FAX# _____ DATE _____
EMAIL _____

CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than \$1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts \$1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF FLORIDA

COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared

_____, who, being by me first duly sworn, made the following statement:

1. The Business address of _____(name of contractor) is .
2. My relationship to _____(name of contractor) is (relationship such as sole proprietor, partner, president, vice president).
3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence

that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.
5. _____ (name of contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
6. _____ (name of contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.
7. _____ (name of contractor) is not engaged in business operations in Cuba or Syria.

Signature

Sworn to and subscribed before me in the state and county first mentioned above on the _____ day of _____, 20____.

Notary Public

My commission expires:



TOURISM PUBLIC AND MEDIA RELATIONS SERVICES
P-7-21-09
PROPOSER CHECKLIST
Attachment B

The items indicated are required for submission with your proposal. Failure to submit any items indicated as required may result in rejection of the proposal. Offers to provide required items after the date and time designated for the receipt of proposals will not be considered.

Provide one original and three copies on paper, plus one (1) compact disc (CD) or flash drive.

Required Format

- **Letter of Introduction**
- **Table of Contents:** Organized in the order cited in the format contained herein
- **Agency Experience and Qualifications:**
- **Approach to Scope of Services:**
- **Contract Cost:** List of Contract Cost
- **Required Forms:** Signed/Notarized Request for Proposal, Drug-Free Workplace Form, Reference Form, Contractor Affidavit Regarding Scrutinized Company List, Acknowledgement Form

TOURISM PUBLIC AND MEDIA RELATIONS SERVICES
P-7-21-09
STATEMENT OF NO PROPOSAL

NOTE: If you do not intend to bid on this requirement, please return this form to:

Brevard County Purchasing Services
2725 Judge Fran Jamieson Way, Bldg. C Suite 303
Viera, FL 32940

We the undersigned have declined to bid on your Proposal No. P-7-21-09 for the following reasons:

- _____ Specifications too "tight," i.e., geared toward one brand or manufacturer only (explain below).
- _____ Insufficient time to respond to the Request for Proposal (RFP).
- _____ We do not offer this product or equivalent.
- _____ Our product schedule would not permit us to perform.
- _____ Specifications unclear (explain below).
- _____ Remove our company from bid list.
- _____ Other (specify below).

Remarks: _____

PLEASE PRINT COMPANY NAME _____
 COMPANY ADDRESS _____
 TELEPHONE NUMBER _____
 PRINTED SIGNATURE _____
 AUTHORIZED SIGNATURE _____

NOTE: Failure to submit either a Proposal or a Statement of No Proposal may be cause for removal from the Brevard County Purchasing Services Contractor database.

**DRAFT TRAVEL MEDIA PUBLIC RELATIONS
CONTRACT BETWEEN
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS AND
XXXXXXXXXXXXXX**

This CONTRACT (hereinafter the "Contract") is made and entered into by and between the following Parties: The Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida (hereinafter the "COUNTY"), and the XXXXXXXXXX, a XXXXXX Company, located at XXXXXXXX (hereinafter the "CONTRACTOR").

RECITALS

WHEREAS, pursuant to the Local Option Tourist Development act, Brevard County has by Ordinance No. 86-25 and subsequent amendments thereto established the Brevard County Tourist Development Council (hereinafter called the "TDC"), has levied and imposed a tourist development tax and has established a tourist development plan for the use of funds derived from such tax as set forth in Section 102-116 through 102-123 Brevard County Code of Ordinances; and

WHEREAS, the COUNTY desires to employ the CONTRACTOR to promote and conduct travel media public relations programs to promote Brevard County as a leisure vacation travel and business travel destination whose purpose is to draw tourists; and

WHEREAS, the provision of such services shall mutually benefit the parties hereto, and the residents of Brevard County, Florida; and

WHEREAS, this is a Brevard County contract administered by the Tourism Development Office, a County department.

NOW, THEREFORE, in consideration of the mutual covenants below, the Parties agree as follows:

1. **RECITALS**. The Recitals above are true and correct and incorporated into this Contract.
2. **TERM**. The term of this Contract will begin on March 1, 2021 and continue until December 31, 2023. County, in its unilateral discretion, may renew the contract for two (2) twelve (12) month increments or one (1) twenty-four (24) month increment within 60 days of respective contract end.
3. **CONTRACTOR SCOPE OF SERVICES**. The CONTRACTOR shall act as the COUNTY's travel media public relations representative and perform all standard services and responsibilities directed to promote tourism in the country, as described in the "Scope of Professional Services," in Paragraph 10.

4. CONTRACTOR COMPENSATION

a). Professional Services Fee.

\$XX,XXX per month for the entire term of this CONTRACT for the CONTRACTOR's services in handling the travel media public relations account services. This is to include XX hours per month or XXX hours annually from a XXX member support team with a blended hourly rate of \$XXX, as referenced in CONTRACTOR's Proposal and Response to the RFP, which is attached for reference as Exhibit "A." Professional fees for subsequent fiscal years shall be negotiated by the Parties and approved by the Board of County Commissioner's. It is understood and agreed by the Parties that CONTRACTOR professional fees for additional related services requested by the COUNTY in writing, which are not included in the Paragraph 10 "Scope of Professional Services" shall not be included in Paragraph 8 Billing and Payment, but shall be subject to negotiations between the Tourism Development Office Executive Director and CONTRACTOR. Any additional fees will be budgeted and approved by the TDO within the COUNTY Tourism's Marketing & Media Plan for subsequent years.

b). Reimbursable Expenses.

1) Production Expenses. The County shall reimburse the CONTRACTOR for approved production expenses associated with the performance of the COUNTY's Travel Media Public Relations Program. When possible, the COUNTY shall provide direct payment to vendors for approved expenses. Production expenses shall include, but not be limited to, media monitoring tools, press release distribution outlets, influencer programs and postage expenses for the entire term of this CONTRACT.

2) Out-Of-Pocket Expenses. The CONTRACTOR shall be reimbursed for those out-of-pocket travel and incidental expenses which shall include out-of-town and project-oriented travel, media development trips, press trips, and payments to vendors for production which are authorized and approved by the COUNTY, in advance, in writing by Tourism Development Office Executive Director or designee. Once approved by the Tourism Development Office, all travel shall be reimbursed at the same rate as for County employees in accordance with the most current version of Administrative Order AO-21, entitled "Travel", which administrative order is incorporated to this Contract by this reference, and section 112.061 Florida Statutes. A copy of AO-21 is available upon request. All Contractor requests for payment of travel must be documented on a State of Florida Travel Voucher with appropriate receipts. Without prior written approval, COUNTY is not responsible for reimbursing CONTRACTOR for said Travel.

3) The CONTRACTOR shall be required to provide a progress report for all Tourism Development Council and Marketing Committee meetings packets and any other such

meetings as requested by the Tourist Development Office (TDO) Executive Director or Marketing Director.

5. ACCOUNT COORDINATION. In the performance of these services, the CONTRACTOR shall designate a mutually agreeable Account Executive who shall be the principal contact in performance of these services.

6. PRIOR APPROVAL OF THE Tourism Development Office (TDO) The CONTRACTOR shall not incur any financial obligations related to production or out-of-pocket expenses in excess of the approved budget (excluding incidental expenses such as postage, shipping, copies, etc.) or incur any financial obligations for additional services outside the Scope of Professional Services as described in Paragraph 10 for the COUNTY's account without first obtaining written approval from the TDO Executive Director or designee. In order to obtain approval, the CONTRACTOR shall submit a "costs estimate authorization" containing full descriptions of the proposed expenditures and estimates of the costs of the obligations or services involved.

7. PROGRESS REPORTS. The CONTRACTOR agrees to provide periodic progress reports on a monthly basis and a final report at the end of each fiscal year. The monthly progress reports should be presented the following month and should be used as documentation for proof of performance and be attached to each monthly payment invoice. These progress reports shall include status of current projects, measurement of projects including, but not limited to, advertising equivalencies and audience reach, return on investment and documentation showing the effectiveness of the Travel Media Public Relations Program by comparing actual accomplishments and results with goals and objectives established at the beginning of the year. The COUNTY shall be entitled at all time to be advised, at its request, as to the status of work being done by the CONTRACTOR and of the details thereof. Coordination shall be maintained by the CONTRACTOR with the Tourism Development Office Executive Director or the other designated representative of the COUNTY.

8. BILLING AND PAYMENT.

a) Method of Payment

1) The CONTRACTOR shall be entitled to receive a monthly professional fee and reimbursement of expenses upon receipt by the COUNTY of an invoice detailing the services rendered by the CONTRACTOR, appropriate backup documentation, and certification by the Tourism Development Office Executive Director, or his/her designee, that the CONTRACTOR

has performed such services in conformance with this Contract, and is entitled to receive the specified amount.

2) Each invoice submitted by the CONTRACTOR to the COUNTY shall be supported by a copy of the vendor invoice and proof of performance or proof or receipt of goods or services contracted for as required by the COUNTY. No payments shall be made without itemized invoices and receipts attached.

b) Disputed Payments. Any payment disputes will be resolved in accordance with AO-33, copy available upon request.

c) Time of Payment. Payment will be made to CONTRACTOR by County Finance according to the Brevard County Administrative Order AO-33 (copy available upon request) and the Florida Prompt Payment Act.

9. SCOPE OF PROFESSIONAL SERVICES.

a) Create awareness through media (Television, radio, newspaper, magazine, online news and media sources) and social media (Facebook, Instagram, Pinterest, YouTube, Tik Tok and other social media outlets) story placement about Florida's Space Coast and the primary tourist destinations and attractions in the area including but not limited to beaches, natural resources, waterways, space program, and the downtown areas of Cocoa Beach, Cocoa Village, Cape/Port Canaveral, Titusville, Melbourne and the Beaches, Palm Bay, Viera.

b) The goal is to influence public attitudes, enhance Florida's Space Coast's reputation and encourage consumers to visit our destination.

c) Connect with credible media, social media and other tourism operators that will be beneficial to our visitors and marketing demographic needs.

d) Create proactive opportunities and be ready with accurate information and resources when media/news channels approach us and want to deliver the key messages of our destination in order to benefit from all media interactions. Research industry trends.

e) Maximize all opportunities through partnerships and build continuing relationships with travel and other media. Focus will be on Regional, National and International coverage and working in partnership with the Public Relations Manager who will take the lead with Florida and local coverage. Ability to create and pitch their own story ideas and media releases while also bringing attention to stories and releases coming from Space Coast Office of Tourism. This also includes securing interview opportunities for the Executive Director and local experts.

f) Work with newspaper journalists / editors, magazine writers / editors, website writers and bloggers, guidebook authors, radio broadcasters, television crews, staffers, producers / freelancers, and social media influencers (Instagram, Facebook, Tik Tok, etc.). Request any data available regarding visitation to websites, Google Analytics reports, Alexa or similar web statistics services for verification of qualifications.

g) Secure media interested in familiarization tours / media visits. Will work closely with the Tourism Development Office's Public Relations Manager who will coordinate itinerary, attraction visits, hotel stays.

h) Work closely and consistently with all of Florida's Space Coast tourism partners and Tourism Development Office staff to meet all goals regarding travel media relations, media exposure and our destination's key messages to visitors. Conduct regular standing meetings to check in and discuss current and upcoming plans, strategy and brainstorming sessions, and possible presentations for the Tourism Development Council.

i) Provide monthly updates on reporting of Key Performance Indicators (KPIs) including but not limited to reports for specific campaigns/releases/stories, total brand media mentions, publicity value (using most accurate methodology to ensure values match advertising costs), reach/Unique Visitors Per Million, reach/impressions/engagement on content from influencers to show Return On Investment.

j) Work with influencers/bloggers from target audiences for in-market trips with social media/blog partnered content. Different campaigns may include different target audiences. Research other forms of emerging media and best contacts or influencers to work with.

k) Assist in implementing crisis communications plan with Tourism Development Office's Public Relations Manager. Prepare recovery plan for post-crisis to encourage tourism to return to the area.

10. TERMINATION. The Contract may be terminated for convenience by Brevard County in whole or in part at any time with a thirty (30) day written notice, in the best interest of Brevard County. If either Party fails or refuses to perform any of the provisions of this Contract, or any order, or otherwise fails to timely satisfy the Contract provisions, either Party may notify the other Party in writing of the deficiency. Upon notice, either Party will have ten (10) days to cure the deficiency. If the deficiency is not cured, then upon thirty (30) days prior written notice, either Party may terminate this Contract for cause, the order, or such part of the contract as to which there has been a delay or a failure to properly perform, as specified in the termination for cause notice. Such termination for cause is effective upon the Party's receipt of the Notice of Termination. In the event of termination by either Party, the Contractor shall be paid for services satisfactorily performed through the date of termination for cause or

convenience. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

11. ADVERTISING/MARKETING MATERIALS/PROPERTY RIGHTS

a. Advertising/Marketing Material includes, but is not limited to, documents, photographs, art work, reports, educating plans, ideas, press releases, slogans, marketing material (video, music, print ads, slogans, TV, Media, online, art work, radio), website development, press releases, maps, contract documents, logos, slogans, taglines, branding, advertising and educational materials, curricula, PowerPoint slides, supplementary works, compilations, derivative works and all other work product and deliverables created, developed or otherwise provided to County for this Contract, whether used or not used.

b. To the extent COUNTY provides advertising material to CONTRACTOR for publication by CONTRACTOR, COUNTY agrees to obtain, or cause to be obtained, any releases, permits or authorization necessary for the use of the advertising material. The COUNTY agrees to hold CONTRACTOR harmless for any claims arising with respect to COUNTY's releases, permits or authorization for the use of the advertising material.

c. To the extent CONTRACTOR provides advertising material that CONTRACTOR did not create, for publication by CONTRACTOR for COUNTY as its client, CONTRACTOR agrees to obtain, or cause to be obtained, any releases, licenses, permits or authorization necessary for the use of the advertising material in performing services for the COUNTY. The CONTRACTOR agrees to be responsible for any claims arising with respect to such use of advertising material provided by CONTRACTOR. The CONTRACTOR shall provide the COUNTY with the forms necessary to accomplish the COUNTY's obligation under this paragraph. The CONTRACTOR agrees that its proposal for this work factored the costs of this section into its proposal and that no additional compensation is owed by the COUNTY.

d. To the extent CONTRACTOR creates advertising material under this Contract for COUNTY, to the extent permissible under the law, the Parties agree it is specially ordered or commissioned as a "work for hire" under 17 United States Code section 101. The CONTRACTOR agrees that the COUNTY is the exclusive owner of all advertising materials created under this sub-section, without restrictions or limitations upon its use. When each individual section of work requested pursuant to this sub-section is complete, all of the work products shall be delivered to the COUNTY for its use. There shall be no additional compensation for the rights and property granted under this paragraph.

e. To the extent CONTRACTOR creates advertising material for COUNTY that falls outside the definition of a “work for hire” under 17 United States Code section 101, by this paragraph, the CONTRACTOR grants to COUNTY a royalty-free, world-wide, nonexclusive, irrevocable, unlimited license right in the advertising material created by CONTRACTOR for COUNTY pursuant to the CONTRACT, without restrictions or limitations upon its use. Such license includes an express right for the COUNTY to further sub-license the intellectual property, and to create derivative works, without restriction.

f. To the extent the CONTRACTOR creates intellectual property under subsection 7 d or 7 e, the CONTRACTOR further agrees that upon request from COUNTY, the CONTRACTOR will provide COUNTY the underlying digital files in a format accessible to the COUNTY, along with information regarding what software programs were used to create the advertising material(s). The digital files must be in a format to allow modifications to the advertising material(s), it may not solely be a .pdf copy of the advertising material. The CONTRACTOR agrees that it (and any subcontractors that it hires) will use only commercially available software to create advertising material(s) for the COUNTY. CONTRACTOR will not use proprietary non-commercial technology to create advertising material(s) for COUNTY use.

g. Exclusive Dissemination of Information. CONTRACTOR agrees that for advertising materials created by CONTRACTOR for COUNTY under this Contract, such advertising materials will be for the COUNTY’s exclusive use, and CONTRACTOR will not make the same advertising materials available to any other individual or organization without the prior written approval of the COUNTY. Nothing contained in this section shall be construed to prohibit the release of information pursuant to the requirements of law.

h. Disposition of Property. When the CONTRACTOR shall determine that art work, photographs, manuscripts, and any other similar property are of no further use in carrying out this Contract, the CONTRACTOR shall notify the COUNTY in writing and shall clearly describe the particular items. The COUNTY shall then notify the CONTRACTOR in writing of the disposition the COUNTY desires with respect to such items. All shipping and transportation cost shall be paid by the COUNTY, and the CONTRACTOR shall not be obligated to store the material at its expense except for a period not to exceed 30 days after written notice has been given to the COUNTY. These provisions shall apply whether the items in question are in the possession of the CONTRACTOR or third parties.

i. COUNTY-Tangible Property. The CONTRACTOR shall hold for the COUNTY and account for or return upon request to the COUNTY any tangible property of the COUNTY

which may from time to time be entrusted to the CONTRACTOR for the purposes provided herein.

j. COUNTY-Provided Information. The COUNTY shall be responsible for the accuracy, completeness and propriety of information concerning products and services which it furnished to the CONTRACTOR in connection with the performance of this Contract.

12. Indemnification and Hold Harmless. CONTRACTOR shall hold COUNTY harmless against any and all claims for and related in any way to bodily injury, sickness, disease, death, personal injury, damages to property of any kind (loss of use of any property or assets resulting therefrom), schedule delay claims of any kind, including but not limited to loss of efficiency or productivity, arising out of or resulting from the performance of the products or services for which COUNTY is contracting hereunder, to the extent caused by the negligent acts, recklessness, or intentional wrongful conduct of CONTRACTOR, or any of their agents or employees, including subcontractors. The CONTRACTOR agrees to fully indemnify and defend COUNTY and pay the cost of COUNTY'S legal defenses, including fees of attorneys as may be selected by COUNTY, for all claims described in the hold harmless clause above. Such payment on behalf of the COUNTY shall be in addition to any and all other legal remedies available to the COUNTY and shall not be considered to be the COUNTY'S exclusive remedy. This indemnification shall survive the termination of this Contract. The CONTRACTOR's indemnification and hold harmless includes allegations that advertising material provided or created by CONTRACTOR, infringes upon any U.S. copyright, trademark or patent, provided COUNTY promptly notifies CONTRACTOR in writing of any claim alleging such infringement. In the event that some or all of the advertising material is held by a court of competent jurisdiction to be infringing or if CONTRACTOR reasonable believes that such advertising materials may be held to be infringing, then CONTRACTOR will, at its expense, provide comparable replacement advertising material or obtain for COUNTY a license to continue using the advertising material. This indemnification shall survive the termination of this Contract. The County's indemnity and liability obligations hereunder shall be subject to the County's right of sovereign immunity and limited to the extent of the protections of and limitations on damages as set forth in Section 768.28, Florida Statutes. Nothing in this Contract is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. Nothing herein shall constitute a waiver of the County's sovereign immunity. The Parties acknowledge specific consideration has been exchanged for this provision.

13. Amendment, Assignment of Contract. Amendments shall be formally ratified and approved by written amendment to this Contract, or the applicable order, by both Parties.

14. Insurance. CONTRACTOR agrees to procure and maintain, at its own expense and without cost to COUNTY, the following types of insurance. The policy limits required are to be considered minimum amounts:

- a. General Liability Insurance policy with a \$1,000,000 combined single limit for each occurrence to include personal injury, contractual liability, and errors and omissions coverage.
- b. Auto Liability Insurance policy which includes coverage for all owned, non-owned and rented vehicles with a \$1,000,000 combined single limit for each occurrence, as well as Full Coverage Vehicle Insurance to include Liability (as above), Collision, Comprehensive, PIP and Uninsured Motorists.
- c. Workers' Compensation Coverage: Full and complete Worker's Compensation Coverage, as required by State of Florida law, shall be provided.
- d. Professional Liability Insurance with coverage limited of at least \$1,000,000.00 per occurrence.
- e. CONTRACTOR will provide certificates of insurance to COUNTY demonstrating that the insurance requirements have been met prior to the commencement of work under this Contract. The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of CONTRACTOR under the terms of this Contract. The COUNTY shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. The policies shall provide that Brevard County Board of County Commissioners be an additional insured. All insurance policies shall be issued by responsible companies who are acceptable to the COUNTY and licensed and authorized under the laws of the State of Florida.

15. Audit Rights/Public Records.

- a. In performance of this Contract, the CONTRACTOR shall keep books, records, and accounts of all activities related to this CONTRACT in compliance with generally accepted accounting procedures.
- b. All documents, papers, books, records and accounts made or received by the CONTRACTOR in conjunction with this Contract, and the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of the COUNTY. The COUNTY or any of its duly authorized representatives reserves the right to audit the CONTRACTOR's records related to this Contract at any time during the prosecution of this Contract and for a period of five (5) years after final payment is made.
- c. All records or documents created by or provided to the CONTRACTOR by the COUNTY in connection with this Contract are public records subject to Florida Public Records Law, Chapter 119, Florida Statutes. All records stored electronically must be provided to the COUNTY in a format compatible with the technology systems of the COUNTY.
- d. Both Parties understand that Brevard County is subject to the Florida Public Records Law, Chapter 119, Florida Statutes. The CONTRACTOR agrees and understands that Florida has broad public records disclosure laws, and that any written communication with the CONTRACTOR, to include emails, email addresses, a copy of this contract, and any supporting documentation are subject to public disclosure upon request, unless otherwise exempt or confidential under Florida Statute.
- e. "Public Records" are defined "all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency." (section 119.011(12), Florida Statutes).
- f. Pursuant to Florida Statute Chapter 119, generally, and section 119.0701 specifically, if records created by the COUNTY or the CONTRACTOR related to the performance of the services under this Contract do not fall under a specific exemption under Florida or federal law, the records - whether created or maintained by the CONTRACTOR or the COUNTY- must be provided to anyone making a public records request. It will be the CONTRACTOR'S duty to identify any information in records created by the CONTRACTOR which it deems is exempt under Florida or federal law and to identify the statute number which requires the information be held exempt.
- g. Pursuant to Section 119.0701, a request to inspect or copy public records relating to this Contract must be made directly to the COUNTY. The CONTRACTOR shall direct individuals requesting public records to the public records custodian listed below. If the

COUNTY does not possess the requested records, the COUNTY shall immediately notify the CONTRACTOR of the request and the CONTRACTOR must provide the records to the COUNTY or allow the records to be inspected or copied within twenty-four (24) hours (not including weekends and legal holidays) of the request so the COUNTY can comply with the requirements of section 119.07, Florida Statutes. The CONTRACTOR may also provide a cost estimate to produce the requested documents consistent with the policy set forth in Brevard County Administrative Order AO-47, incorporated by this reference. A copy of AO-47 is available upon request from the COUNTY's public records custodian designated below.

h. Should any person or entity make a public records request of the COUNTY which requires or would require the COUNTY to allow inspection or provide copies of records which the CONTRACTOR maintains are exempt under the Public Records Law or otherwise confidential, it shall be the CONTRACTOR'S obligation to provide the County within a reasonable time of notification by the COUNTY to the CONTRACTOR of the records request, of the specific exemption or confidentiality provision to allow the COUNTY to comply with the requirements of section 119.07(1)(e) and (f), Florida Statutes.

i. Should the COUNTY face any kind of legal action to require or enforce inspection or production of any records provided by the CONTRACTOR to the COUNTY which the CONTRACTOR maintains are exempt or confidential from such inspection/production as a public record, the CONTRACTOR agrees to indemnify the COUNTY for all damages and expenses, including attorney's fees and costs. The CONTRACTOR shall hire and compensate attorney(s) who shall represent the interests of the COUNTY as well as the CONTRACTOR in defending such action. The CONTRACTOR shall also pay any costs to defend such action and shall pay any costs and attorney's fees which may be awarded pursuant to section 119.12, Florida Statutes.

j. Should the CONTRACTOR fail to provide the public records to the COUNTY within a reasonable time, the CONTRACTOR may be subject to penalties under section 119.10, Florida Statutes, including civil liability for the reasonable cost of enforcement incurred by the party requesting the records and may be subject to criminal penalties. The CONTRACTOR's failure to comply with public records requests is considered a material breach of this Contract and grounds for termination.

k. The CONTRACTOR shall ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the CONTRACTOR does not transfer the records to the COUNTY.

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE OFFICE OF TOURISM, C/O ADMINISTRATIVE SECRETARY, 430 BREVARD AVENUE, SUITE 150, COCOA, FLORIDA 32922, PHONE (321) 433-4470.

16. Employment Eligibility Verification (E-Verify).

- a. The CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONTRACTOR during the term of the contract. Upon request, CONTRACTOR shall provide acceptable evidence of their enrollment. Acceptable evidence shall include, but not be limited to, a copy of the fully executed E-Verify Memorandum of Understanding for the business.
- b. CONTRACTOR shall expressly require any subcontractors performing work or providing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract.
- c. CONTRACTOR agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the COUNTY consistent with the terms of CONTRACTOR's enrollment in the program. This includes maintaining a copy of proof of CONTRACTOR's and any subcontractors' enrollment in the E-Verify Program.
- d. Compliance with the terms of this section is made an express condition of this Contract and the COUNTY may treat a failure to comply as a material breach of this Contract.

e. A contractor who registers with and participates in the E-Verify program may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E-Verify program, the contractor hires or employs a person who is not eligible for employment.

f. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

17. Notices. Any notices required or permitted by this Contract shall be in writing and shall be deemed delivered upon hand delivery, or three (3) days following deposit in the United States postal system, postage prepaid, return receipt requested, addressed to the parties at the following addresses below. E-mail and facsimile transmission may be used if the notice is also transmitted by one of the preceding forms of delivery. The Parties' designated representatives and their respective addresses for purposes of this Contract are as follows :

CONTRACTOR:

COUNTY:

Brevard Space Coast Office of Tourism
c/o Executive Director
430 Brevard Avenue, Suite 150
Cocoa, Florida 32922
Phone: (321) 433-4470

18. Remedies. The CONTRACTOR's remedy for default by COUNTY shall be a claim for funds for which the COUNTY's obligation to pay has ripened by virtue of the COUNTY'S compliance with all condition's precedent established under the terms of this Contract.

19. Effective Date. This Contract shall be effective on the last day the Parties execute this Contract (the "Effective Date") and the Parties shall commence the performance of their obligations under this Contract as of such date.

20. SUBCONTRACTING/ASSIGNMENT/MODIFICATION. The CONTRACTOR, its assigns or representatives shall not subcontract, assign, or transfer any work under this Contract without the written approval of the COUNTY. This contract may not be changed or modified except by written instrument signed by all Parties.

21. NON-EXCLUSIVE CONTRACT. The Parties acknowledge that this Contract is not an exclusive contract and the COUNTY may employ other professional or technical personnel to furnish services for the COUNTY, as the COUNTY, in its sole discretion, finds is in the public interest.

The COUNTY reserves the right to assign such work to the CONTRACTOR as it may approve in the sole discretion of the COUNTY.

22. INDEPENDENT CONTRACTOR. The COUNTY contracts for the services of the CONTRACTOR as an independent contractor, and not as an employee. Nothing in this Contract shall be construed to create a partnership, joint venture or agency relationship between the Parties. Neither Party shall have the authority to enter into any Contract of any kind on behalf of the other, or to bind or obligate the other to any third party.

23. ATTORNEY'S FEES AND COSTS/VENUE/GOVERNING LAW. In the event of any litigation between the Parties arising out of this Contract, each Party will bear its own attorney's fees and costs. Both Parties agree to waiver of any right to trial by jury. The Parties agree that this Contract is governed by the laws of the State of Florida and venue for legal action brought under this Contract shall be in a court of competent jurisdiction in Brevard County, Florida. CONTRACTOR consents and waives any objection or defenses relating to Florida state court having jurisdiction over any dispute or claim arising out of this Contract and consents to process being served upon its Florida registered agent. CONTRACTOR expressly waives removal of any claim or action arising under this Contract to federal court.

24. COUNTERPARTS AND AUTHORITY. This Contract may be executed in counterparts all of which, taken together, shall constitute one and the same Contract. Each party represents that the person signing on its behalf has been fully authorized by all required action to sign on behalf of and to bind that party to the obligations stated herein.

25. ENTIRE AGREEMENT: This Contract, including exhibits, riders, and/or addenda, if any, sets forth the entire agreement and understanding between the Parties. This Contract shall not be modified except in writing and executed by all parties. This Contract supersedes all prior agreements and negotiations respecting such matter.

26. INTERPRETATION. Both Parties acknowledge that they have fully reviewed this Contract, and had the opportunity to consult with legal counsel of their choice, and to participate in the drafting of this Contract. Consequently, this Contract shall not be more strictly or more harshly construed against either party as the drafter.

27. SEVERABILITY: If a court of competent jurisdiction finds any provision of this Contract to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The Parties shall use their

best efforts to rehabilitate and replace the unenforceable provision or provisions of this Contract with lawful terms and conditions approximating the original intent of the Parties.

- 28. PUBLIC ENTITY CRIMES.** 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 under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- 29. CONFLICTS OF INTEREST.** No officers, members or employees of the COUNTY, and no members of its governing body, and no other public official of the governing body of the locality or localities in which services for the facilities are situated or carried out, who exercises any functions or responsibilities in the review or approval of this Contract, shall participate in any decision relating to this Contract which affects their personal interest, or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds of this Contract. The CONTRACTOR covenants that it presently has no conflict of interest and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required to be performed under this Contract. The CONTRACTOR further covenants that in the performance of this contract, no person having any such interest shall be employed.
- 30. FURTHER ASSURANCES.** Each Party, without further consideration, shall take such action, execute and deliver such documents as the other may reasonably request to correct or effectuate the purpose of this Contract.
- 31. SCRUTINIZED COMPANIES.**
- a. The CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, Florida Statutes, the COUNTY may immediately terminate this Contract at its sole option if the CONTRACTOR or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel during the term of this Contract.

- b. If this Contract is for more than one million dollars, the CONTRACTOR further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes.
- c. Pursuant to Section 287.135, Florida Statutes, the COUNTY may immediately terminate this Contract at its sole option if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the contract.
- d. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this contract.
- e. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize these contracting prohibitions, this section shall become inoperative and unenforceable.

IN WITNESS WHEREOF, the Parties duly authorized representative have executed this Contract on the last date written below.

BREVARD COUNTY,
 BOARD OF COUNTY COMMISSIONERS
 SPACE COAST OFFICE OF TOURISM:

TRAVEL MEDIA PUBLIC RELATIONS
 CONTRACTOR:

Signature:

Signature:

Name:

Name (please print):

Date: _____

Date: _____

Title:

Title:
 CEO

Exhibit A
CONTRACTOR's Proposal and Response to the RFP