



REQUEST FOR PROPOSAL

RFP 23-079

FULL-SERVICE ADVERTISING & PUBLIC RELATIONS SERVICES

Proposal Due Date: July 6, 2023 @ 2:00 PM

Advertised
June 4, 2023
Citrus County Chronicle

CITRUS COUNTY, FLORIDA
A Political Subdivision of the State of Florida
Department of Management & Budget
3600 W. Sovereign Path, Suite 266
Lecanto, FL 34461

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DEFINITIONS

Addenda: A written, or graphic instrument issued by County prior to the execution of the Agreement which modifies or interprets the Solicitation by additions, deletions, clarifications, corrections, or other type of modifications. Addenda will become part of the Contract Documents when the Agreement is executed.

Agreement: A legal document, executed by County and Successful Respondent, which supersedes all prior negotiations, representations, or agreements, either written or oral. The Agreement, as amended from time to time, forms the Contract between County and the Successful Respondent setting forth the roles, responsibilities and obligations of the parties including, but not limited to, the performance of the Services and the basis of payment.

Contract Documents: Solicitation, including Addenda to such, the Agreement, Terms and Conditions, Special Terms and Conditions, Respondent's Proposal, Scope of Services, Certificate(s) of Insurance, Notice to Proceed, Notice of Award, Drawings and Specifications, Proposal Pricing Form, References, and any other documents mailed or otherwise transmitted to Respondent prior to or after the submittal of their Proposal (including documentation mailed or otherwise transmitted by Respondent prior to or after the Notice of Award), negotiation agreements and documentation, and any Amendments to the Agreement, as may be issued from time to time, which are all to be treated as one in the form of the Contract Documents.

County: Citrus County, Florida, a political subdivision of the State of Florida, its officers, agents, employees, and volunteers.

DMB Department of Management & Budget

Governmental Entity: A political subdivision or agency of this state or of any state of the United States, including, but not limited to, state government, county, municipality, school district, nonprofit public university or college, single purpose or multipurpose special district, single-purpose special or multipurpose authority, metropolitan or consolidated government, separate legal entity or administrative entity, or any agency of the Federal Government.

Individual Scorers: County employees selected to score the Proposals and Oral Presentation (if applicable) and recommend to the Board the Successful Respondent(s) for an award.

Minor Irregularity: A variation from the Solicitation terms and conditions which does not affect the price or give Respondent an advantage or benefit not enjoyed by the other Respondents or does not adversely impact the interests of County.

Notice of Award: A written notice submitted by County notifying the Successful Respondent that they have been awarded the project.

Notice of Intent to Award: A verbal or written notice submitted by County notifying the Successful Respondent that County intends to award the project to them contingent upon the Successful Respondent executing the Agreement and submitting any outstanding documents.

Piggyback: A government authority other than County purchasing commodities from the Successful Respondent(s) under the same terms and conditions that the Successful Respondent(s) has agreed to offer County.

Proposal: Means the response to the Solicitation submitted by Respondent.

Public Opening: Opening of the Proposals and the announcing of Respondents who submitted a Proposal in response to the Solicitation in the presence of the public.

Recommendation of Award: A written notification sent by way of facsimile or electronic e-mail to those who submitted a Proposal in response to this Solicitation advising them of County's decision for its selection of the Successful Respondent(s) and its intent to award to that Respondent.

Respondent: Entity that submits a Proposal to County in response to the Solicitation.

Request for Proposal: Contents of this solicitation and all supporting documents including Addendum to such, or other related information transmitted to potential Respondents.

Responsive: A Proposal that conforms in all material respects to the Solicitation requirements.

Responsible Respondent: An entity that submits a proposal that shows that they have the capability in all respects to perform fully the Services outlined in the Solicitation, and the integrity and reliability that will assure good faith performance.

Sub Consultant/Subcontractor: An entity having a direct contract with the Contractor or with any other subcontractor of the Contractor who will provide service(s) for the performance of a part of the Services required under the Contract Documents under the sole control and direction of the Contractor.

Successful Respondent: Most responsive and responsible Respondent with the highest final score to whom County (on the basis of County's evaluation as hereinafter provided) selects to make an award.

Timeline: List of critical dates and actions involved in the Solicitation.

VCB: Visitors & Convention Bureau

Work: Scope of Work as noted in this Solicitation.

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SECTION 1- INTRODUCTION

1.1 Solicitation Overview

Citrus County, Florida (“County”) is seeking proposals from experienced and qualified public relations agencies to develop and execute a national and international public relations strategy that would support the marketing for Citrus County Tourist Development.

1.2 Background

Citrus County is a county located on the west central coast of the State of Florida. As of the 2020 census, the population was 153,843. Citrus County is comprised of 10 towns and cities: Beverly Hills, Crystal River, Dunnellon, Floral City, Hernando, Holder, Homosassa, Homosassa Springs, Inverness, and Lecanto.

The purpose of tourist's visits to Citrus County is predominately to enjoy leisure activities. Citrus County has an abundance of water activities as it borders the Gulf of Mexico and has a twenty-mile-long chain of lakes and bodies of water on the eastern border of the County. Crystal River is famous for its sparkling blue natural springs and world-renowned manatee-filled bays.

For more information on Citrus County please visit our website <https://www.discovercrystalriverfl.com/>

1.3 Media

Proposals should be presented for securing media in outlets that include (but should not be limited to) travel, eco-adventure, lifestyle, culinary, golf and other leisure publications serving national and international markets. Qualifications and previous experience in utilizing broadcast and online outlets should also be included in the response.

SECTION 2- SCOPE OF WORK

2.1 Primary Objective

Propose a creative media plan that provides points of view and recommendations for various media, promotional and other opportunities. Provide a detailed outline including strategies and tactics to expand our target audience, both domestically and internationally.

2.2 Minimum Requirements

Proposer shall meet, at a minimum, the following requirements to be determined responsive and responsible at the time of Proposal Submittal:

- a) Experience in Strategic Marketing Planning for destinations and communities.
- b) 5-10 years of tactical tourism service.
- c) Expertise in Developing Integrated Marketing Strategy: Significant experience in market messaging, content, and multi-channel strategies.
- d) Strong Account Planning & Management Capabilities.
- e) Brand Management: Demonstrated ability to drive brand consistency with appropriate nuances required through partner marketing.
- f) Travel & Tourism Industry Experience: Deep knowledge of destination marketing and leveraging partnerships in the travel chain desired.
- g) Promotional Planning & Execution: Experience in planning and executing integrated promotions in Visit Citrus markets.
- h) Team Players: Experience in coordinating with multiple agency partners, VCB staff and industry partners to support overall messaging strategy.
- i) Strong & Diplomatic Negotiating Skills: Demonstrated capabilities in media buying, asset management including images, video, design, etc.

2.3 Proposal Format

To aid in the evaluation of the Proposal, Respondents shall provide the following information in the format as noted. This information will be used as the foundation for scoring the Proposals. Following directions is essential.

- **Title Page**
- **Letter of Transmittal**
 - Provide a letter of transmittal introducing your agency and briefly state your understanding of the Work to be provided and why you should be awarded a contract. Include an executive summary that discusses the highlights, key features, and distinguishing points of the proposal. The summary should be specifically tailored to the Scope of Work requested herein and not a marketing flyer for the product.
- **Table of Contents for the Following Sections:**

Part I. Overview- Agency's Qualifications: (25 points)

The overview should demonstrate the Respondent's overall qualifications to fulfill the requirements of this Request for Proposals (RFP). Include a narrative describing experience proposed in this RFP.

- Provide a detailed narrative of the agency's experience, qualification, and past performance within the last five years in providing services similar to the scope of work in this Solicitation.
- Include detailed professional resumes and/or biographies. This should reflect overall experience, education and expertise with pertinent information demonstrating qualification for this Request for Proposal.

Part II Scope of Work Approach: (15 points)

- Respondents are to describe in detail their agency's ability to provide the services and resulting work product as described in this Request for Proposals. Respondents are to provide a detailed narrative of how this approach/methodology has benefited current and/or past clients and describe the benefit your client derived. Please explain any differences or challenges you may have encountered with any client, and methods you employed to overcome them.
- Submit an outline of the elements and organizational structure of the team established to manage the project. This is to include the administrative operation and key personnel and their area of responsibility.

Part III Prior Experience in Tourism Industry: (25 points)

- Provide the number of years that your organization has been performing the type of Work covered under this Request for Proposal and examples of similar projects that you have undertaken.
- From a technical perspective, explain why your organization should be selected to perform the Work covered under this Request for Proposal and how you can add value to the goals and objectives of County. Include examples of your success in performing such Work for other entities.
- Provide a minimum of three (3) references for which you have performed public relations services over the past five (5) years. References should include the client's name, address, contact person, phone number, e-mail address, a description of Work provided and length of time to complete.

Part IV Scope of Work Proposal: (25 points)

Respondent should demonstrate their Agency's Capability- describing strategies to be used and quality controls. The Scope of Work should demonstrate knowledge and understanding of the Scope of Work listed in this Request for Proposal and the shifting dynamics of how consumers receive and use information today. The Scope of Work consists of the following:

- Account Service
- Creative Development
- Media
- Production
- Public Relations/Promotions/Partnerships
- Web/Social Media
- Research

Part V Total Price: (10 points)

Respondents shall insert Proposal Pricing Form in this section. The Proposal Pricing Form should also be submitted electronically in a separate file.

Part VI Required Forms, Documents, and Information

- ◆ Respondents Representation and Certification Form
- ◆ Bidder’s Qualification Statement
- ◆ Certificate(s) of Insurance
- ◆ List of Subcontractors
- ◆ Addendum Acknowledgement Form

•Respondent shall submit with their Proposal copies of all licenses and certifications required to perform the Services covered under this Request for Proposal, such as:

- Sunbiz
- Any Certifications that consist of the services requested in this Request for Proposal.

SECTION 3 PROCUREMENT INFORMATION

3.1 General Instructions

Respondents are encouraged to carefully review all the materials contained herein and prepare their Proposal accordingly. The detailed requirements set forth below will be used to evaluate the Proposals and failure of Respondent to provide the information requested for a specific requirement may render their Proposal as non-responsive and result in being rejected. Failure of Respondent to comply with all terms of this Solicitation may result in disqualification of Respondent and rejection of Respondent’s proposal by County.

County shall not be liable for any costs incurred by a Respondent in preparing or producing its Proposal or for any Service provided before execution of an Agreement.

All terms and conditions outlined in this Solicitation and any associated Addenda, shall become a part of the Agreement entered into between County and the Successful Respondent.

3.2 Vendor System-VendorLink Registration

County has partnered with **VendorLink**, a web-based e-Procurement service. Current proposal solicitations and associated addenda, notices of recommended proposal award, and current proposal awards will be posted at www.myvendorlink.com.

Proposal Notifications will be sent electronically via e-mail from www.myvendorlink.com to registered Respondents. It is the sole responsibility of interested parties to monitor VendorLink for solicitation opportunities and updates.

Visit <https://www.myvendorlink.com/common/register.aspx> to register. VendorLink is an online Respondent registration system that provides a free at no cost to Respondent, secure, user-friendly Internet portal and one-stop service center to register with County. This system also allows you to receive automatic email notifications regarding County’s upcoming competitive solicitations as opportunities become available. Registration assistance is available by e-mail support@evendorlink.com.

All Citrus County Vendors/Contractors/Consultants will need to register with VendorLink in order to be able to submit Proposals/Proposals/Qualifications etc., to County.

VendorLink has no affiliation with the County other than as a service that facilitates communication between the County and its Respondent. VendorLink is an independent entity and is not an agent or representative of the County.

3.3 Contact Person

All inquiries pertaining to this Solicitation are to be directed to:

Linda Morse	Karin McMahon
Purchasing & Contracts Manager	Purchasing & Contracts Specialist
Department of Management & Budget	Department of Management & Budget
3600 W. Sovereign Path, Suite 266	3600 W. Sovereign Path, Suite 266
Lecanto, Florida 34461	Lecanto, Florida 34461
Phone: 352-527-5457	Phone: 352-527-5457
Fax: 352-527-5424	Fax: 352-527-5424
Email: linda.morse@citrusbocc.com	Email: karin.mcmahon@citrusbocc.com

CAUTION: In accordance with Section 287.057 (25) of the Florida Statutes, Respondents to this solicitation, or persons acting on their behalf, may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays and legal holidays, any employee or officer of County concerning any aspect of this solicitation, except in writing to the Contact Person noted above. Violation of this provision may be grounds for rejecting a response to this solicitation.

3.4 Questions/Additional Terms and Conditions/Variations/Exceptions

Respondents may submit questions about the meaning or intent of the Request for Proposal to the website link (www.myvendorlink.com) **in written format only and shall submit such on or before the deadline for questions listed in the Event Timeline.** Interpretations or clarifications considered necessary in response to such questions will be issued by a written Addendum. **Only questions answered by formal written Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect.** Questions submitted shall not constitute formal protest of the specifications or of this Request for Proposal.

A written addendum, if applicable, will be issued online to the VendorLink (www.myvendorlink.com) and/or DemandStar® websites in response to questions received as of the specified deadline in the Event Timeline.

Any and all discrepancies, errors, or ambiguities in the Request for Proposal documents, including those noted in the Agreement shall be in writing to www.myvendorlink.com on or before deadline for questions which is listed in the Event Timeline.

3.5 Event Timeline

Respondents should review and become familiar with the Event Timeline. The dates and times of each activity within the Timeline may be subject to change. It is the responsibility of Respondent to check for any changes. All changes to the Timeline will be made through an addendum to this Request for Proposal.

****All public Meetings are subject to change or can be cancelled. The public opening shall be via a recorded, online, or call-in number as listed below:**

Any person requiring reasonable accommodation at this meeting because of a disability or physical impairment should contact County Administrator's Office, 3600 W. Sovereign Path, Suite 267, Lecanto, FL 34461, (352) 527-5210, at least two days before the meeting. If you are hearing or speech impaired, dial 7-1-1, 1-800-955-8771 (TTY) or 1-800-955-8770 (v), via Florida Relay Service.

EVENT	DATE	TIME
Issue Request for Proposal	June 4, 2023	
Deadline for Questions	June 28, 2023	4:00 PM
Proposal Due Date and Time	July 6, 2023	2:00 PM
Public Opening of Proposals	July 6, 2023	2:15 PM
Individual Scorer Reviews of Proposal Due (Subject to Change)	July, 25, 2023	2:00 PM
Public Tally of Scores (Subject to Change)	July, 26, 2023	10:00 AM
Oral Presentation (If Applicable and Subject to Change)	August 10, 2023	TBD
Board Approval of Award of Contract (Subject to change)	September 2023	

3.6 Solicitations or Awards in Violation of Law

If, prior to contract award, it is determined that this Solicitation or proposed contract award is in violation of law, then this Solicitation or contract award shall be cancelled, or revised to comply with the law.

If, after an award of a contract, it is determined that this Solicitation or contract award is in violation of law, then the awarded contract may be ratified and affirmed, provided it is determined that doing so is in the best interest of County, or the contract may be terminated.

3.7 Public Opening

Electronic Proposals shall be opened on July 6, 2023, at 2:15 PM. Since qualifications and pricing will be evaluated in determining an award, the only information conveyed at the Public Opening will be the names of Respondents. **Public Opening shall be via a recorded, online “Microsoft Teams” meeting, use link listed below:**

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 272 714 070 931

Passcode: AkLK5R

[Download Teams](#) | [Join on the web](#)

3.8 Submission of Proposal

Electronic Proposals are to be submitted **on or before July 6, 2023 at 2:00 pm.** It is the sole responsibility of the Respondent to ensure that their proposal is submitted through VendorLink no later than the time and date specified in the Solicitation or subsequent addenda.

The County only accepts proposal submittals through the online solicitation management portal, Vendorlink, LLC. You may enter information and upload completed forms/documents using the Vendorlink, LLC portal. Respondents must be registered and receive an established account in advance of uploading submissions. When submitting an offer electronically through the solicitation posting portal, please allow sufficient time to complete the online forms and upload documents. The solicitation offer will end at the closing time listed in the Event Timeline included in this Solicitation. If you are in the middle of uploading your documents at the closing time, the system will stop the process and your offer will not be received by the system. It is recommended that the submission process be completed the day prior to the due date, with the knowledge that any changes/updates will be accepted up to the due date and time. If technical difficulties arise during submission of the Solicitation response, it is the submitting Respondent’s responsibility to contact VendorLink, LLC technical support. For support, click on the “Help” link on the Solicitation Posting portal; or email support@evendorlink.com.

NOTE: In the event, there is a verified technical issue with the Platform (and not user/Respondent issues) that prevents all Respondents from submitting a response within the two (2) hours immediately before the due time,

the County may issue an addendum to extend the solicitation due date and time. However, the technical issue must be a result of the Platform provider (VendorLink, LLC) and affect all participating Respondents. The County shall verify the technical issue or unavailability of the Platform with VendorLink, LLC, and the system provider. Technical issues localized to a single Respondent will not be considered cause for an extension. County shall not be responsible for delays caused in any occurrence. Submission Steps:

NAME TWO (2) ELECTRONIC FILES AND UPLOAD TO MYVENDORLINK.COM

- 1. FIRST FILE TO INDICATE PROPOSAL NUMBER; RFP 23-079- YOUR COMPANY NAME-RESPONSE AND FORMS.**
- 2. SECOND FILE TO INDICATE PROPOSAL NUMBER; RFP 23-079 YOUR COMPANY NAME - PROPOSAL PRICING FORM WITH PRICING INFORMATION ATTACHMENT.**
 1. Submit Proposals/Bids electronically through www.myvendorlink.com
 2. Upload files only in MS Word (.doc or .docx), Excel (.xls or .xlsx), and PowerPoint (.ppt or .pptx); Adobe Portable Document Format (.pdf); checkmark must be placed in the checkbox next to the file type to be uploaded prior to clicking the Add Document(s) button. The Respondent Files table must have at least one document uploaded with the File Type requested, otherwise the Platform will not allow the Respondent to change the status from whatever was submitted.
 3. Enable printing on files submitted.
 4. Clearly identify the Solicitation Number, Name, Submission Date, and Respondents Name on the Response Cover Page on Respondent's letterhead.
 5. Separate and identify each part of the submission (i.e., document type, form type, content type) with a divider/separation page if necessary.
 6. Contact VendorLink technical support at support@evendorlink.com, if technical difficulties arise during proposal submission.
 7. All required documents must be fully filled out and signed by an official who is authorized to legally bind the Respondent on all solicitation specifications.
 8. Follow all instructions outlined in this Solicitation and provide all requested information.

3.9 Joint Ventures

Two or more agencies may submit a Proposal under a joint venture arrangement. Joint ventures shall be considered as a single entity in the evaluation of a Proposal. That is, the traits of individual agencies shall be blended in arriving at an overall Proposal evaluation score and oral interview score for the joint venture.

An agency, that submits a Proposal under a joint venture arrangement may satisfy the technical certification requirements outlined in this Solicitation as the prime Respondent through one or more of the agencies comprising the Joint Venture. The Joint Venture shall at a minimum comply with the following additional requirements:

- 1) The Joint Venture shall, in its own name, be registered with the State of Florida Division of Corporations prior to submittal of a Proposal.
- 2) Each individual Agency comprising the Joint Venture shall, in its own name, be qualified in their respective areas of expertise prior to submittal of a Proposal.

Full compliance with the requirements set forth above is required, as well as properly documented compliance with any other certification and additional requirements set forth in the Solicitation.

3.10 Timeliness of Proposal Submittal

County assumes no responsibility for a Proposal received after the due date and time. **There will be no exceptions to this policy.** It is the responsibility of Respondent to make sure their Proposal is uploaded by the due date and time listed in the Event Timeline to the www.myvendorlink.com website.

3.11 Modification / Withdraw Of Proposal

Respondents have the right to modify or withdraw their Proposal without cause or without liability whatsoever at any time prior to the stipulated submittal date and time. Such requests must be made to County in writing.

Modified or withdrawn Proposals may be resubmitted, in accordance with the instructions in this Solicitation prior to the stipulated submittal date and time. If applicable, any changes in pricing shall be so worded as not to reveal the pricing that was noted in the original Proposal.

3.12 Less Than Two Proposals Received

If less than two Proposals are received, County may negotiate the best terms and conditions with that Respondent or reject the Proposal and re-solicit the Service.

3.13 Local Preference / Contractors

Section 2-211, Citrus County Code, provides that preference shall be given to "local business" for certain purchases of commodities and work. "Local business" means a Respondent that has paid its local business tax to the County at least six (6) months prior to the date of Proposal; does business in Citrus County by providing goods, work, or construction; and maintains a physical business address located within the jurisdictional limits of Citrus County in an area zoned for the conduct of such business from which the Respondent operates or performs business on a day-to-day basis. Post office boxes do not establish such physical address.

a. In bidding for, or letting contracts for procurement of supplies, materials, equipment, and work, as described in the purchasing policies of the County, County may give a preference to local businesses in making purchases or awarding contracts in an amount not to exceed five percent (5%) of the local businesses total bid price if the cost differential does not exceed \$10,000 for procurement activities.

b. The total bid price shall include not only the base bid price but also all alterations to that base bid price resulting from alternates which were both part of the bid and actually purchased or awarded by County.

c. In the case of requests for proposals, qualifications, letters of interest, or other solicitations and competitive negotiations and selections in which objective factors are used to evaluate the responses, local businesses shall be assigned five percent (5%) of the total points of the total evaluation points.

3.14 Pricing

Pricing shall be firm until award is made. Fees shall include such amounts for fully loaded labor costs, insurance, MyCOI Registration, overhead, profit and any other in-house costs to provide the Work as noted in this Solicitation. Pricing shall include sales or use taxes, if applicable.

3.15 Examination of Proposal Documents

It is the responsibility of each Respondent before submitting a Proposal, to (1) examine the Solicitation Documents thoroughly, (2) consider Federal, State, and Local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (3) study and carefully correlate Respondent's observations with the Solicitation Documents, and (4) notify the Contact Person of all conflicts, errors or discrepancies in the Solicitation Documents prior to submitting a formal Proposal.

Before submitting a Proposal, it shall be Respondent's responsibility to submit to County a request for any additional information and data which pertains to the Project covered under this Solicitation which Respondent deems necessary to develop their Proposal for performing the Work in accordance with the terms and conditions noted herein.

The submission of a Proposal in response to this Solicitation shall be considered as a representation that Respondent; (1) has carefully investigated all conditions that affect, or may at some future date, affect the performance of the Work covered by this Solicitation, (2) is fully informed concerning conditions to be encountered, the character, quality and quantity of the Work to be performed and the work product to be furnished, and (3) is familiar with what is required to perform the Work covered by this Solicitation. The contents of Respondent's Proposal shall become a contractual obligation if Respondent is awarded the Contract. Failure to accept these obligations in a contractual agreement shall result in cancellation of the Award.

3.16 Public Tally

Individual Scorers review of the Proposals will publicly be opened, and the total scores will be read aloud on **July 26, 2023, at 10:00am** (subject to Change). **Public Tally shall be via a recorded, online “Microsoft Teams” meeting, use link listed below:**

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 214 722 128 737

Passcode: 7KEAFF

[Download Teams](#) | [Join on the web](#)

3.17 Protest Procedures

Solicitation Protest Procedures. Any Proposal award recommendation may be challenged on the grounds of material irregularities in the procurement procedure or in the scoring of the Proposal. Any person who submits a Proposal, but is not recommended for award of the contract, may protest such decision in strict compliance with this section. Failure to follow the Solicitation Protest Procedures within the time frames prescribed herein shall constitute a waiver of such protest and any resulting claims.

1. Notice of Intent to File a Protest. Any person who wishes to file a protest hereunder must file a Notice of Intent to File a Protest (“Notice”), in writing, with Department of Management and Budget (“DMB”) within 72 hours of posting of a recommendation of award. Such Notice is considered filed when it is received by DMB. A copy of the Notice must also be provided to the apparent best Respondent. The Notice shall include the name and address of the protester, county RFP number and title, grounds upon which it is based, and must clearly indicate it is a Notice of Intent to File a Protest.
2. Formal Protest. Within five (5) business days after the filing of the written Notice of Intent to File a Protest, a formal protest must be filed with DMB. The formal protest is considered filed when it is received by DMB. A copy of the formal protest must also be provided to the apparent best Respondent. The formal protest shall include the following:
 - a. County RFP number and title.
 - b. Name and address of the protester.
 - c. Concise statement of the facts alleged and of the rules, regulations, ordinances, statutory or constitutional provision, or other legal authorities entitling the protester to the relief requested.
 - d. Specifically request the relief to which the protester deems themselves entitled.
 - e. Any other relevant information that the protester deems to be material to the protest.
3. Protest Bond. Each formal protest must be accompanied by a protest bond in the form of a certified check, cashier’s check, or money order made payable to Citrus County, Florida, in an amount not less than five percent (5%) of the protester’s Proposal submitted to County. If the protester prevails, the bond shall be returned to the protester. However, if after completion of the Solicitation Protest Procedures County denies the protest, the bond shall be forfeited to County.
4. Stay of Procurement. Once a formal protest is timely filed, DMB shall stay the award of the contract unless County Administrator determines that delaying the award of the contract will adversely impact substantial interests of County.
5. Review of Protest by DMB. Within ten (10) business days of the filing of the formal protest, the DMB Director shall issue a written determination, including the rationale for reaching such a determination. The written determination shall also inform the protester of his/her right to appeal the DMB Director’s decision to County Administrator.
6. Appeal of DMB Determination. The protester may appeal DMB Director’s determination, in writing, to County Administrator no later than five (5) business days after receipt of the DMB Director’s determination.

7. Final Determination of County Administrator. Within seven (7) business days of the filing of the appeal, County Administrator, upon consulting with County Attorney, shall issue a final determination. The decision of County Administrator will be final.

If needed, a designee will be appointed for the DMB Director and/or County Administrator if they are unable to participate in the protest procedures as outlined hereto.

SECTION 4 EVALUATION OF PROPOSALS

4.1 Evaluation Criteria and Selection Process

Points will be assigned to all criteria and totaled to determine Respondent's ranking based on the following:

No.	Evaluation Criteria	Weight of Importance (Score)
1	Agency's Qualifications- Experience levels and abilities of individuals that will comprise the team responsible for the scope and account service, past accomplishments	25
2	Scope of Work Approach- describe in detail agency's ability to provide the services and resulting work product as described in this Request for Proposals	15
3	Prior Experience in Tourism Industry- Resources with established relevance to tourism	25
4	Scope of Work Proposal- demonstrate knowledge and understanding of the scope of work	25
5	Total Price- Propose an annual budget and describe its approach to account serving. Outline how they will evaluate Return on Investment (ROI) and the specific results they anticipate will be achieved under all budgets.	10
6	Local Preference (see Local Preference Guidelines in Solicitation, section 3.13)	5
Total Possible Points for Proposal Evaluation (Criteria 1-6)		105
Total Possible Points for Oral Presentations (if applicable)		20

Scoring of the Proposals will be performed by individual scorers and will be based on the scoring criteria noted in above table. Each scoring criteria is assigned a weight based upon the importance of the criteria.

Individual scorers will score each Respondent's written Proposal (**exclusive of price**) and assign a score for each scoring criteria. Score can be zero to the maximum value, as noted in the table.

Scores given by all individual scorers for each scoring criteria will then be averaged to arrive at a single criterion score for each Respondent.

Scores for all scoring criteria (**exclusive of price & Local Preference**) for each Respondent will be totaled. If a Respondent was given a perfect score, that Respondent would receive a total score of 90, as noted in the table above.

After individual scorers have reviewed all proposals and have been scored for each Respondent, a public tally meeting will be advertised, and sealed scores will be read aloud.

After all Proposals have been scored and a score developed for each Respondent (**exclusive of price**), price will then be scored and added to final score.

Pricing will be evaluated by County's Purchasing Section. Respondent with the lowest price will be given a score equal to that assigned to the pricing criteria, as noted in the table above. Scoring of the other Respondents will be based on the ratio of their price in relation to the lowest price submitted. That ratio will be multiplied by the

score assigned to the pricing criteria. The resultant product will be the score for Respondent with the next lowest total overall price. For example:

$$\frac{\text{Lowest Price } (\$10.00)}{\text{Next Lowest Price } (\$12.00)} \times \text{Score for Price } (10) = \text{Score for Next Lowest Price } (4.16)$$

Price score for each Respondent will be added to their respective Proposal evaluation score to arrive at an overall total evaluation score.

If elected by the Individual Scorers, three or more of the highest-ranking Respondents will be invited to make an oral presentation to the Individual Scorers. Such a presentation will provide an opportunity for the Respondents to provide additional information concerning their agency and personnel, and to respond to questions that the Individual Scorers may have for clarifying the information provided in the Respondent's Proposal.

Each Respondent who gives an oral presentation will be scored and assigned a score of zero (0) to twenty (20), as noted in the table above. The scores given by all Individual Scorers for each Respondent will then be averaged to arrive at a single oral presentation score.

Should there be a tie between any Respondents; Respondent with the highest average score for the evaluation criteria titled "Project Approach" shall be ranked higher.

Based on overall total evaluation score, Respondents will then be ranked highest (favorable) to lowest (unfavorable).

During the award process County may require supplemental information in order to fairly evaluate a Respondent's offer. For this purpose, County may request such information, including a best and final offer, from Respondent after the initial submittal. If such information is required, Respondent will be notified in writing and allowed a reasonable period of time to submit information.

County reserves right to reject any or all proposals, to waive any irregularities or informalities in the Proposals received and to change the scoring process described above, if circumstances dictate this or it is otherwise in the best interest of County to do so. In the event a Proposal is rejected or otherwise does not result in a contract award, County shall not be liable for any costs incurred by Respondent in connection with the preparation and submittal of proposal.

It is the intent of County to award a single contract as the result of this Solicitation. However, County reserves the right to apportion the requirements of this Solicitation among multiple Respondents if this is determined to be in County's best interest.

4.2 Proposal Scoring and Award

County reserves the right to (1) cancel this Solicitation, (2) reject any or all Proposals, (3) waive any or all irregularities in the Proposals, (4) modify the Scope of the Work, or (5) disregard all nonconforming, non-responsive, unbalanced or conditional Proposals, as long as such does not give Respondent an advantage or benefit not enjoyed by the other Respondents or does not adversely impact the interests of County. County reserves the right to re-advertise the Solicitation, when it is in the best interest of County. County also reserves the right to reject the Proposal of any Respondent if County believes that it would not be in its best interest to make an award to that Respondent, whether because the Proposal is non-responsive, or Respondent is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by County.

In scoring Proposals, County shall consider (1) the qualifications of Respondents, (2) whether or not the Proposals comply with the prescribed requirements, (3) such alternates, unit prices and other data, as may be requested in the Solicitation, (4) the qualifications and experience of Respondent's proposed subcontractors, (5) any additional terms and conditions, exceptions or variances stipulated by Respondent, and (6) operating costs, maintenance requirements, performance data, warranties and guarantees.

County may conduct investigations, seek clarifications, or request any information as County deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial ability of

Respondent and their proposed sub- Contractors. Failure to provide requested information may result in rejection of the Proposal.

County shall issue a written Notice of Intent to Award, if any, to the Successful Respondent, however, no contract shall be formed between the Successful Respondent and County until approved at a Citrus County Board of County Commissioner's Meeting.

4.3 Responsiveness of the Proposal and Disqualification

A responsive Proposal is one that complies with and conforms to the requirements of this Solicitation. A Proposal requiring changes to any portion of this Solicitation may be considered non-responsive. A Proposal that fails to comply with the Scope of Work and other criteria outlined in this Solicitation may be deemed non-responsive.

A Proposal may be rejected if found to be conditional, irregular, incomplete or not in conformance with the requirements and instructions contained herein, such as, but not limited to: failure to strictly comply with and satisfactorily address the Prerequisite Criteria; failure to submit the information needed to evaluate the Proposal based on the Evaluation Criteria; failure to provide the required forms or other documentation; incomplete, indefinite or ambiguous language; and improper and/or undated signatures.

Other conditions, which shall cause rejection of the Proposal, include, but are not limited to, evidence of collusion among Respondents, obvious lack of experience or expertise to perform the Work, failure to perform or meet financial obligations for previous contracts, falsification of any form required by County, or lack of having valid and appropriate local, state or federal permits, certifications and/or licenses necessary to perform the Work.

County may conduct such investigations as County deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial ability of Respondent and their proposed subcontractors. County reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of Proposals from all Respondents deemed eligible for Award. Failure to provide requested information may result in rejection of the Proposal.

4.4 Review of Successful Respondent's Facilities and Proposal

After the Solicitation due date and prior to award of an Agreement, County reserves the right to perform or have performed an on-site review of Respondent's facilities and qualifications, as well as documentation provided. This review will serve to verify data and representations submitted by Respondent and may be used to determine whether Respondent has an adequate, qualified, and experienced staff that can provide the necessary facilities and perform the Work outlined in the Solicitation. The review may also serve to verify whether Respondent has adequate financial capability to meet County's requirements. Should County determine that (1) the Proposal or subsequent documentation submitted by Respondent has material misrepresentations, or (2) the size or nature of Respondent's facilities or the number of experienced personnel (including technical staff) are not adequate to ensure satisfactory performance, or (3) ascertains any other basis for concern as to Respondent's ability to perform the Work, County has the right to reject their Proposal.

4.5 Financial Strength

Prior to award of a contract, County reserves the right to request financial information from the Successful Respondent to assist County in further review of that Respondent's capabilities. Financial information provided shall be for the current and previous years, to include, but not be limited to a financial statement prepared by a Certified Public Accountant (i.e., balance sheet and income and cash flow statements) or a Supplier Qualifier Report prepared by Dun & Bradstreet.

4.6 Clarifications

Before contract award, County reserves the right to seek clarifications for proper evaluation of the Proposal from all Respondents deemed eligible for contract award. Failure to provide requested information may result in rejection of the Proposal.

4.7 Negotiations and Contract Award

County reserves the right to finalize the negotiations at any point and reserves the right to award a contract based on what is deemed to be in the best interest of County.

SECTION 5 AWARD OF AGREEMENT

5.1 Signing of the Agreement

When County gives a Notice of Intent to Award to the Successful Respondent, it will be accompanied by an unsigned Agreement **Within ten (10) calendar days thereafter, Successful Respondent shall execute and deliver to County the Agreement, along with a certificate of insurance that shows policies, limits, and other conditions in compliance with that outlined in the Solicitation.** Upon award and execution of the Agreement by County, one executed copy of Agreement shall be delivered to Successful Respondent.

5.2 Next Most Qualified Respondent

In the event of default by the Awarded Respondent, County reserves the right to utilize the next most qualified Respondent as the new Awarded Respondent. In the event of this occurrence, the next most qualified Respondent, if it wishes to accept the award, shall be required to provide the prices as contained in its Proposal for the commodity and/or service noted in this Solicitation.

SECTION 6 TERM OF AGREEMENT

6.1 Term of Work

If award is made, an Agreement shall be executed, and the duration of the Agreement shall be from the date that the parties have executed the Agreement for a term of two (2) years with the option to renew for an additional three (3) one (1) year periods.

SECTION 7 CONTENTS OF RFP

7.1 Respondent's Representation and Certification Form

Respondents are required to submit with their Proposal an executed Respondent's Representation and Certification Form.

7.2 Certificate(s) of Insurance

Respondents are to submit a copy of their certificate(s) of insurance evidencing policies and limits of insurance that they currently have in force.

If awarded and once ALL paperwork is completed and received by County, an email will be sent to Respondent requesting online registration with myCOI. It is critical that County is provided with an accurate email address. **The cost to register is \$19.95 per year** and a credit/debit card will be needed. Part of the registration process includes providing contact information for Respondent's insurance agent(s), which will be needed at the time of registration. Once registered, an email will be sent to the insurance agent(s) requesting them to upload a current Certificate of Insurance (COI) directly into the myCOI website. Certificates of Insurance cannot be mailed, emailed, or faxed to County. Respondent will not be allowed to begin work and no payments will be made until registration is completed and a compliant Certificate of Insurance is received from Respondent's agent(s). This is a yearly requirement for the duration of the Agreement.

7.3 Subcontractors

It is County's intention to select a Respondent who has in-house capabilities to perform all of the Work outlined in this Solicitation. However, it is understood that there may be some portions of the Work for which the selected

Respondent may have to out-source to subcontractors. No more than 25% of the Work can be performed by subcontractors.

Respondents, who propose to utilize subcontractors for various aspects of the Work, shall submit with their Proposal a list of those proposed subcontractors, along with a description of the Work that they will be performing. No changes to the list of subcontractors can be made after the deadline for submitting the Proposal without prior written approval by County. All pertinent data, including complete name as registered with the State of Florida, Federal Employer Identification Number, address and phone number, and such other information as deemed relevant by County for evaluating, qualifications and experience of the proposed subcontractors shall be submitted with your Proposal. If requested by County, Respondent shall provide an experience statement with pertinent information regarding similar Work and other evidence of qualification for each proposed subconsultant.

All subcontractors proposed by Respondent for the performance of the Work covered under this Solicitation are subject to County approval. County reserves the right to reject any proposed subcontractors listed by Respondent and bears no responsibility or liability to Respondent or its proposed subcontractors for any commitments made between them regarding the performance of the Work covered under this Solicitation.

If, after due investigation, and prior to giving Notice of Award to Successful Respondent, County has reasonable objection to any proposed subconsultant, County may request the Successful Respondent to submit an acceptable substitute without an increase in Price. If Successful Respondent declines to make any such substitution, County may make Award to the next lowest, most responsive, and responsible Respondent that will agree to use subcontractors or suppliers acceptable to County.

All proposed subcontractors should be properly certified, registered or licensed by the appropriate governmental authority (as applicable) for the Work to be performed, prior to the submittal of a Proposal. Proposed subcontractors shall have successfully completed Work comparable to that which is noted within the Solicitation and be qualified both technically and financially to perform the Work for which they are listed.

7.4 Addenda

Any Addenda issued in relation to this Solicitation will be transmitted by way of posting such on Vendorlink or the Demand Star® e-procurement sourcing websites, which can be accessed at the following addresses:

<https://www.myvendorlink.com/common/searchsolicitations.aspx>

http://www.demandstar.com/supplier/bids/agency_inc/bid_list.asp?f=search&mi=10180

It is Respondent's responsibility to be aware of any addenda that might have a bearing on their Proposal before the Proposal is due. Respondents shall acknowledge receipt of any and all addenda in the Proposal Form. In the event a Respondent fails to acknowledge receipt of such addenda, their Proposal will be construed as though they have received such addenda, and the submission of a Proposal will constitute acknowledgement of the receipt of same. All addenda will become a part of the Proposal Documents and Respondent will be bound by such, whether or not received by Respondent.

7.5 Licensing and Certifications

Respondents must comply with Chapter 607, Florida Statutes, entitled "Corporations" to transact business in the State of Florida. Respondents must also be properly licensed and/or certified, in accordance with the State of Florida's regulations governing the provision of Work outlined in this Solicitation. Furthermore, Respondents must comply with the policies, codes, and regulations of Citrus County for conducting business in County.

Respondent shall submit with their Proposal copies of all licenses and certifications required to perform the Work covered under this Solicitation.

7.6 Conflict of Interest

Respondents shall disclose in their Proposal the name of any officer, director, employee, or other agent who is also an employee of County. Respondents shall also disclose the name of any County employee who owns, directly or indirectly, an interest of five percent (5%) or more in Respondent's company or its affiliates.

Any Respondent or their proposed subcontractor who is currently involved in a contract with County or who believes that it may have a potential or actual conflict of interest regarding this solicitation shall be required to submit such information with their Proposal, which shall include sufficient details regarding the actual or potential Conflict of Interest to allow County to evaluate the submittal, including but not limited to existing Work being performed under a current contract(s) and the Work to be performed under a Contract awarded pursuant to this Solicitation. Failure to do so may result in an adverse determination by County. County also reserves the right to request additional information regarding such conflict of interest.

County will determine whether Respondent or their proposed subcontractor has a conflict of interest which will interfere with Respondent's ability to perform the Work outlined in this Solicitation and notify Respondent of the determination.

Respondent, its employees, and proposed subcontractors are prohibited from entering into any contract with County or any other governmental entity during the term of any Contract covered under this Solicitation that would create a conflict of interest or the appearance of a conflict of interest with the Work noted in the Solicitation.

SECTION 8 ADDITIONAL INFORMATION

8.1 List of Respondents

A list of Respondents will be posted on the Vendorlink and Demand Star®. The list of Respondents can also be obtained by contacting the Contact Person. County will not provide a list of Respondents by telephone.

8.2 Workforce Labor

County believes that the hiring of workforce labor by consultants who County awards contracts to, should, to the maximum extent, be citizens within its boundaries that are unemployed or seeking work for the first time. To that extent, County has agreed to notify CareerSource CLM of all awards involving construction and other types of services. CareerSource CLM is a local business-led organization that plans and coordinates quality employment and training services for businesses and individual career seekers in Citrus County. Successful Respondent will be contacted by CareerSource CLM, to discuss hiring through its staff and services. Successful Respondent's participation with CareerSource CLM is not required as a condition of award, but rather an opportunity for greater support for the community of Citrus County.

8.3 Rights of County

County reserves the right to debar or suspend, for no longer than three (3) years, a Respondent from any solicitation process should it be discovered that (1) Respondent was in violation of any of the issues listed in the section titled "Respondent's Representation And Certification" of this Solicitation, or (2) Respondent has shown a recent record of failure to perform or of unsatisfactory performance under any existing or past contracts with County; provided such failure was not caused by acts beyond the control of Respondent, or (3) County became aware of anything concerning Respondent that was found to be so serious and compelling as to affect responsibility of Respondent, including debarment or suspension by another governmental entity. County will not exercise this right until after written notice has been given to Respondent and reasonable opportunity has been given for Respondent to be heard. The decision of debarment or suspension shall be final and conclusive, unless fraudulent, or Respondent commences an action in court, or Respondent administratively appeals the decision.

8.4 Acceptance of Proposal Content

The submission of a Proposal shall be considered as a representation that Respondent has carefully investigated all conditions that affect, or may at some future date, affect the performance of the Work covered by this Solicitation; and that Respondent is fully informed concerning conditions to be encountered, the character, quality and quantity of the Work to be performed and the materials to be furnished. In addition, Respondent is familiar with what is required to perform the Work covered by this Solicitation.

The contents of the Successful Respondent's Proposal shall become a contractual obligation.

8.5 Documentation Becomes Property of County

All documentation submitted in response to this Solicitation shall become the exclusive property of County. Documentation may not be removed by Respondent or its agents and will not be returned to Respondent.

8.6 Drug-Free Workplace

County has a “zero tolerance” policy concerning the use of drugs and alcohol in the workplace. The Successful Respondent will be required to comply with such policy and ensure that its employees and the employees of its subcontractors follow and comply with such policy.

8.7 Cooperative Purchasing

County encourages and agrees to the successful Respondent extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful Respondent. If applicable, pursuant to Contractor's own governing laws, and subject to agreement of Contractor, other government entities may be permitted to make purchases at the terms and conditions contained herein. Non-County purchases are independent of the Agreement between County and Contractor, and County shall not be a party to any transaction between Contractor and any other government entity. Another government entity may attach additional contractual and technical terms and conditions to this Agreement. These "special conditions" shall take precedence over the terms and conditions in this Agreement unless the conflicting term in this Agreement is statutorily required, in which case the term contained in this Agreement shall take precedence.

8.8 Public Records Act

Respondents should make themselves familiar with Chapter 119, Florida Statutes, concerning availability of public records. [Section 119.071](#), Florida Statutes, was amended to provide that sealed Proposals, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier. This means that Respondents will not be able to procure a copy of their competitor's Proposals until an intended decision is reached, or 30 days has elapsed since the time of the Proposal opening. In accordance, Proposal Documents may be viewed during normal business hours (which is Monday through Friday; 8:00 AM to 5:00 PM) at 3600 W. Sovereign Path, Suite 283, Lecanto, Florida. To request copies, visit our public records request portal:

https://www.citrusbocc.com/departments/commissioners/public_records_request.php

Florida law generously defines what constitutes a public record and under Chapter 119, Florida Statutes, all Proposals are to be made available by County for viewing by the general public. If a Respondent believes that their Proposal contains information that should not be a public record, Respondent shall clearly segregate and mark that information as “**Confidential**” and describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. Any documents given to the Successful Respondent as part of performing the Work covered under this Solicitation shall not be sold or distributed to third parties without the written consent of County.

The Successful Respondent will be required to retain a copy of these documents for a minimum of three (3) years from completion of the Agreement. All documents, papers, letters, e-mails or other material made or received by the Successful Respondent in conjunction with the Work, unless exempt from Section 24(a) of Article I, Florida Constitution and Section 119.07(1), Florida Statutes, shall be made available for public access. Should the Successful Respondent refuse to allow such access, County has the unilateral right to cancel the Award. Respondents should consult an attorney as to their duties under the records and information laws (Section 257.36, Florida Statutes) and public records laws (Chapter 119, Florida Statutes) of the State of Florida. Significant judicial sanctions can be imposed for violation of these Statutes.

8.9 Lobbying

Respondents shall not lobby any County or State Agency on any aspect of this Solicitation during the procurement process (i.e., from the time this Solicitation is advertised to execution of a contract) associated with the awarded contract.

8.10 E-Verification System

Contractor and its subcontractors shall utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, in accordance with Section 448.095, Florida Statutes, to verify the employment eligibility of: (1) all persons employed by Contractor during the contract term to perform any duties within Florida, and; (2) all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract.

Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision. Contractor and its subcontractors shall provide County with affidavits stating that they do not employ, contract with, or subcontract with an unauthorized alien. County is obligated to terminate this Agreement upon a good faith belief that Contractor or its subcontractors has knowingly violated Section 448.095, Florida Statutes.

8.11 Immigration and Nationality Act

Respondent shall comply with all immigration laws as outlined in 8 USC § 1324a - Unlawful employment of aliens. County will not intentionally award contracts to any Respondent who knowingly employs unauthorized Alien workers. Any violation of the employment provisions outlined in the Immigration and Nationality Act throughout the term of any Agreement with County may constitute immediate termination of said Agreement.

8.12 Indemnification

Respondent shall indemnify, save and hold harmless County and all their officers, agents or employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any nature whatsoever, including defense costs and fees, caused by the intentional or negligent act of, or omission of, Respondent, its subcontractors, agents or employees or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. Neither Respondent nor any of its agents will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of County or any of its officers, agents, or employees. In the event any lawsuit or other proceeding is brought against County by reason of any such claim, cause of action or demand, Respondent shall, upon written notice from County, resist and defend such lawsuit or proceeding by counsel satisfactory to County or, at County's option, pay for an attorney selected by County to defend County. This indemnification includes attorney's fees and all costs of litigation including appellate attorney's fees and costs as well as any judgments. The parties agree that this clause shall not waive the benefits or provisions of Section 768.28, Florida Statutes, or any similar provision of law. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by County, any sums due Respondent under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by County.

SECTION 9_MINIMUM INSURANCE REQUIREMENTS

REGARDLESS OF WHETHER RESPONDENT HAS THE POLICIES AND LIMITS AS STIPULATED BELOW, RESPONDENT IS TO SUBMIT A COPY OF THEIR CERTIFICATE(S) OF INSURANCE EVIDENCING POLICIES AND LIMITS OF INSURANCE THAT THEY CURRENTLY HAVE IN FORCE.

Respondent shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Respondent, his agents, representatives, employees, or subcontractors. The coverages, limits or endorsements required herein protect the primary interests of County, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect Respondent against any loss exposures, whether as a result of the project or otherwise. The requirements contained herein, as well as County's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Respondent under this contract.

A. COMMERCIAL GENERAL LIABILITY

- 1) Respondent must obtain a general liability policy with minimum limits of \$1,000,000 per occurrence and a \$2,000,000 general aggregate.

B. AUTOMOBILE LIABILITY

- 1) Bidder must obtain coverage for all vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident. In the event the Bidder does not own vehicles, the Bidder shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

C WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

- 1) Respondent must obtain Workers Compensation insurance with limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act. Employer's Liability limits for not less than \$100,000 each accident \$500,000 disease policy limit and \$100,000 disease each employee must be included.
- 2) For any officer of a Respondent that has exempt status as an individual, County requires proof of workers' compensation insurance coverage for that Respondent/employer/owner's employees. If Respondent/employer/owner or individual has applied for a workers' compensation exemption, County does not recognize this exemption to extend to the employees of Respondent/employer/owner.
- 3) The purpose of this section is to ensure that all Respondents, subcontractors, sole proprietors, or business entities of any kind who contract with County for provision of goods or services, provide workers' compensation coverage for all employees, and principles of sub-consultants, subcontractors, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

C PROFESSIONAL LIABILITY and/or ERRORS AND OMISSIONS LIABILITY

Professional (E&O) Liability must be afforded for personal injury and Property Damage for not less than \$1,000,000 each claim, \$1,000,000 policy aggregate.

D CYBER LIABILITY

Coverage must be afforded in an amount not less than \$1,000,000 per occurrence for losses resulting from negligent retention of data as well as losses and related costs for actual or alleged data breaches.

E OTHER INSURANCE PROVISIONS

- 1) Respondent shall provide a Certificate of Insurance to County with a thirty (30) day notice of cancellation, ten (10) day notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims-made" or "occurrence" form. If any coverage is provided under a claims-made form, the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.
- 2) Project's RFP number should be noted on the certificate. RFP 23-079
- 3) All required insurance policies must be maintained until the contract work has been accepted by County. In addition, a minimum 30-day notification clause is required if any changes in policy language occur, or in the event the policy is canceled.
- 4) Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees, and volunteers are to be **covered as an Additional Insured on all policies except Worker's Compensation**. The coverage shall contain no special limitation on the scope of protection afforded to County, its officials, employees, or volunteers.
- 5) Respondent's insurance coverage shall be primary insurance as respects County, its officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officials, employees, or volunteers shall be excess of Respondent's insurance and shall be non-contributory.
- 6) **For all policies of insurance:** Respondent, and its insurance carrier, **waive all subrogation rights** against County for all losses or damages that occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not. County

requires General Liability policies to be endorsed with CG 24 04 Waiver of Transfer of Rights of Recovery Against Others to Us or similar endorsement.

- 7) **Certificate Holder should read as follows:** *Citrus County, Florida, a political subdivision of the State of Florida, 3600 W. Sovereign Path, Lecanto, FL 34461.*
- 8) It is Respondent's responsibility to ensure that all Subcontractors comply with these insurance requirements. Respondents shall include all Subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.
- 9) All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A-.
- 10) All Certificates must show that Respondent's policies have been endorsed per the requirements.
- 11) Once ALL paperwork is completed and received by County, an email will be sent to Respondent requesting online registration with myCOI. It is critical that County is provided with an accurate email address. The cost to register is \$19.95 per year and a credit/debit card will be needed. Part of the registration process includes providing contact information for Respondent's insurance agent(s), which will be needed at the time of registration. Once registered, an email will be sent to the insurance agent(s) requesting them to upload a current Certificate of Insurance (COI) directly into the myCOI website. Certificates of Insurance cannot be mailed, emailed, or faxed to County. Respondent will not be allowed to begin work and no payments will be made until registration is completed and a compliant Certificate of Insurance is received from Respondent's agent(s). This is a yearly requirement for the duration of the Agreement.

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RESPONDENT'S REPRESENTATION AND CERTIFICATION FORM

RESPONDENT'S REPRESENTATION AND CERTIFICATION FORM

(Page 1)

NAME OF RESPONDENT: _____

In submitting a Proposal, Respondent understands, represents, and certifies the following (if the Respondent cannot so certify to any of following, the Respondent shall submit with its Proposal a written explanation of why it cannot do so). If County finds, before or after Award of the Proposal that Respondent was not truthful concerning any of the following, County shall have the right to terminate the Award without liability and, at its discretion, to seek damages from Respondent, if damages result to County from such act, in any way what so ever.

Compliance with Laws: Respondent shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Local, State and Federal agencies having jurisdiction and authority. These laws, shall include, but not be limited to, Chapter 287, Florida Statutes, the Uniform Commercial Code, the Immigration and Nationalization Act, the Americans with Disabilities Act, the United States Occupational Safety and Health Act, the United States Environmental Protection Agency, the State of Florida Department of Environmental Protection, Code of Federal Regulations and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, sexual orientation, gender identity or expression or veteran's status. Violation of such laws shall be grounds for termination of the Agreement.

Initial _____

Conflict of Interest: Respondent covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner of degree with the performance of the Services covered under this Agreement. Furthermore, Respondent warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Respondent to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Respondent any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Respondent, and its sub-consultants at any tier, certify that they have not entered into any contract, sub-contract, or arrangement in connection with the Project covered under this Agreement, or of any property included or planned to be included in the Project, in which any member, officer, of employee of Respondent or its sub-consultants, during its tenure, or for two years thereafter, has any interest, direct or indirect. Respondent, and its sub-consultants at any tier, shall insert the following provision into each of their contracts and sub-contracts:

"No member, officer, or employee of the sub-consultant, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."

Initial _____

Convictions: Respondent has fully informed Owner of all convictions of the firm, its affiliates (as defined in section 287.133(1) (a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.

Initial _____

Debarment: Respondent certifies to the best of their knowledge and belief, that they and their principals 1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Municipal, County, State or Federal department or agency, 2) have not, within a three-year period preceding execution of this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property, 3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above, 4) have not within a three-year period preceding execution of this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default, and 5) will advise County immediately if their status changes and will provide an explanation for the change in status.

Initial _____

Drug Free Workplace: Respondent certifies that it has a Drug-Free Workplace Program in accordance with the Drug-Free Workplace Act of 1988. (41 U.S.C. 702-706)

Initial _____

RESPONDENT'S REPRESENTATION AND CERTIFICATION FORM

(Page 2)

Discriminatory Vendor: Respondent certifies that they are not subject to Section 287.134 (2)(a) which specifies that an entity or affiliate who has been placed on the discriminatory vendor list 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 or repair of a public building or public work, may not be awarded or perform work as a contractor, supplier, sub-consultant, or consultant under a contract with any public entity, and may not transact business with public entity.

Initial _____

Equal Employment Opportunity: Respondent shall not discriminate on the basis of race, color, sex, sexual orientation, gender identity, age, national origin, religion, and disability or handicap in accordance with the Provisions of: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000 et seq.), Title VII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Florida Civil Rights Act of 1992 (§ 760.10 et seq.), Title 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375, Title 49 CFR 23 and Title 49 CFR 26 for Disadvantaged Business Enterprises, Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21 and Title 49 CFR 23, Nondiscrimination on the basis of handicap, Title 49 CFR 27, Americans with Disabilities Act of 1990 (42 U.S.C. 12102, et. seq.), Federal Fair Labor Standards Act (29 U.S.C. § 201, et seq.), and any other Federal and State discrimination statutes. Respondent shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed sub-consultants as the State of Florida Department of Transportation, the Secretary of Labor, or County may require. The above shall be required of any sub-consultant hired by Respondent. All Equal Employment Opportunity requirements shall be included in all non-exempt sub-contracts entered into by Respondent. Sub-contracts entered into by Respondent shall also include all other applicable labor provisions. No sub-contract shall be awarded to any non-complying sub-consultant. Additionally, Respondent shall insert in its sub-contracts a clause requiring sub-consultants to include these provisions in any lower tier sub-contracts that may in turn be made. Respondent shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state sub-consultants is NOT allowed.

Initial _____

E-Verification System: Respondent shall comply with the Executive Order No. 12989 as amended, and Executive Order No. 11-116, and agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of one (1) all persons employed by the Respondent during the contract term to perform any duties within Florida; and two (2) all persons, including sub-consultants, assigned by the Respondent to perform work pursuant to this Contract. Respondents meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

E-Verification No.

Initial _____

Immigration and Nationality Act: Respondent shall comply with all immigration laws as outlined in [8 USC § 1324a - Unlawful employment of aliens](#). County will not intentionally award County contracts to any Respondent who knowingly employs unauthorized Alien workers. Any violation of the employment provisions outlined in the Immigration and Nationality Act throughout the term of any Agreement with County may result in immediate termination of the Agreement. County will consider the employment of unauthorized aliens a violation of Section 274A (e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of the Agreement, by County, if Consultant knowingly employs unauthorized aliens.

Initial _____

Lobbying: Respondent shall not, in connection with the Agreement, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any County officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any County officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, Services, employment, or contracts of any kind.

Initial _____

Non-Collusion: Respondent agrees that neither it, nor any of its officers, partners, agents or employees have entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of a free competitive solicitation in connection with this Agreement, and that Respondent intends to do the work with its own bona fide employees or sub-consultants and has not provided a Proposal for the benefit of another Consultant. Furthermore, Respondent certifies that its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to submitting a Proposal on any public contract.

Initial _____

RESPONDENT'S REPRESENTATION AND CERTIFICATION FORM

(Page 3)

Prohibited Interests: Respondent, and its sub-consultants at any tier, certify that they have not entered into any contract, sub-contract, or arrangement in connection with the project covered under this Request for Qualification, or of any property included or planned to be included in the project, in which any member, officer, or employee of the Respondent or its sub-consultants, during its tenure, or for two years thereafter, has any interest, direct or indirect.

Initial _____

Public Entity Crime: Pursuant to 287.133, Florida Statute, 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, or reply on a contract to provide any goods or services to a public entity; may not submit a 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 Proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-consultant, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Initial _____

Scrutinized Companies: Not Applicable on Federal Aid Contracts; Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

Initial _____

Respondent certifies that they comply (or will comply) with the above statements concerning: Lobbying, Non-Segregated Facilities, Public Entity Crime, Conflict of Interest, Compliance With Laws, Discriminatory Vendor, Debarment, Non-Collusion, Prohibited Interests, Convictions, Drug Free Workplace, Equal Employment Opportunity.

If Respondent cannot attest to any of the above, they must submit an explanation as to why on their letterhead, signed by the individual signing this Form, and attach such to this Form.

Respondent's Name: _____

Federal Employer Identification No.: _____

DUNS Number: _____

Respondent's Address: _____

By: _____

Signature

Name: _____

Print Name

Title: _____

Secretary/Assistant Secretary/President/Vice President/Assistant Vice President

Phone No.: _____ Fax No.: _____

E-Mail Address: _____

Date: _____

CORPORATE SEAL

RESPONDENT'S QUALIFICATION STATEMENT

**RESPONDENT'S QUALIFICATION
STATEMENT
(PAGE 1)**

RESPONDENT'S NAME: _____

Respondent guarantees the truth and accuracy of all statements and answers herein contained. Include additional sheets if necessary. Print in **BLACK** ink or type all answers. Respondents proposing to be qualified to provide the Services as outlined in the Request for Proposal are advised that they must address each item of this qualification statement. Any information omitted may be sufficient reason for refusal to qualify.

1. How many years has your organization been in business as a Contractor performing the type of services outlined in the Request for Proposal?

2. During the past five (5) years, has your organization ever failed to complete an awarded project within the specified contract time? If so, where, when, and why? Attach additional sheet, if necessary.

3. Give names, addresses, and telephone and facsimile numbers of individuals from three (3) organizations that you have performed work similar to that outlined in the Request for Proposal who can be contacted as a reference. Attach additional sheet, if necessary.

Name and Title: _____

Company Name: _____

Address: _____

Phone: _____ Fax: _____

E-mail Address: _____

Name and Title: _____

Company Name: _____

Address: _____

Phone: _____ Fax: _____

E-mail Address: _____

Name and Title: _____

Company Name: _____

Address: _____

Phone: _____ Fax: _____

E-mail Address: _____

**RESPONDENT'S QUALIFICATION
STATEMENT
(PAGE 2)**

4. Describe your present workload. Do you have projects underway, which might interfere with the start and completion schedule for the project covered under this Request for Proposal?

5. Complete the table below as fully as possible, describing projects similar in character and scope to the Work specified in this Request for Proposal which have been successfully completed during the past three (3) years.

Type of Work	Name/City	Year Completed	Contract Price

**RESPONDENT'S QUALIFICATION
STATEMENT
(PAGE 3)**

6. List all present and past litigations or arbitrations (for the past five (5) years) in which your company has been involved and their final outcome. Fully describe the circumstances. Include the project name and nature of litigation. Attach additional sheets, if necessary.

7. During the past seven (7) years, has your company ever filed for bankruptcy, is currently in bankruptcy, or has bankruptcy action pending?

8. State the true and exact, correct, and complete name under which you do business as registered in the State of Florida.

Respondent's Name: _____

Federal Employer Identification No.: _____

Respondent's Address: _____

By: _____

Signature

Name: _____

Print Name

Title: _____

Secretary/Assistant Secretary/President/Vice President/Assistant Vice President

Phone No.: _____ Fax No.: _____

E-Mail Address: _____

Date: _____

CORPORATE SEAL

LIST OF SUBCONTRACTORS

LIST OF SUBCONTRACTORS

In the Space below, Respondents shall list subcontractors they intend to utilize for the performance of major aspects of the Work covered under this Request for Proposal. Respondents shall indicate the subcontractor's name and address and what part of the Work the subcontractor will be performing. Also, provide a brief description of their qualifications for performing the proposed work.

NAME, ADDRESS AND WORK TO BE PERFORMED	QUALIFICATIONS

Respondent's Name: _____

Federal Employer Identification No.: _____

DUNS Number: _____

Respondent's Address: _____

By: _____
Signature

Name: _____
Print Name

Title: _____
Secretary/Assistant Secretary/President/Vice President/Assistant Vice President

Phone No.: _____ Fax No.: _____

E-Mail Address: _____

Date: _____

ADDENDA ACKNOWLEDGEMENT FORM

ADDENDA ACKNOWLEDGEMENT FORM

By signing below, Respondent acknowledges that...

- Respondent has received all addenda associated with this Request for Proposal:

_____ ADDENDUM # 1 _____ ADDENDUM # 2 _____ ADDENDUM # 3 _____ ADDENDUM # 4
_____ ADDENDUM # 5 _____ ADDENDUM # 6 _____ ADDENDUM # 7 _____ ADDENDUM # 8
_____ ADDENDUM # 9 _____ ADDENDUM # 10 _____ ADDENDUM # 11 _____ ADDENDUM # 12

Bidder's Name: _____

Federal Employer Identification No.: _____

DUNS Number: _____

Bidder's Address: _____

By: _____

Signature

Name: _____

Print Name

Title: _____

Secretary/Assistant Secretary/President/Vice President/Assistant Vice President

Phone No.: _____ Fax No.: _____

E-Mail Address: _____

Date: _____

CORPORATE SEAL

PRICE PROPOSAL FORM

PROPOSAL PRICING FORM

(Page 1)

RESPONDENT'S NAME: _____

NOTE: This Form is to be included in the "original" Proposal only.

_____ Our Proposal complies with all specifications.

INITIAL

Claiming "Local Preference"? _____ YES _____ NO

(Supportive documentation MUST be submitted with the Proposal if claiming local preference.)

Proposals are due on or before July 6, 2023 on or before 2:00pm

CONTRACT EXECUTION

Respondent agrees that if their Proposal is accepted for award the contents of their Proposal shall become a contractual obligation and that they will furnish all supervision, labor, materials, equipment, supplies, machinery, tools, apparatus, insurance, MyCOI Registration, bonds, and anything else required to provide the service as specified in the Proposal Documents.

CERTIFICATES OF INSURANCE

If an award is made, the Successful Respondent agrees to obtain the minimum types and limits of insurance as specified in the Request for Proposal and will provide County certificates of insurance evidencing such. Furthermore, should Respondent be required to procure additional insurance to meet County's minimum insurance requirements, Respondent has factored the cost for such additional insurance into their Proposal Price.

If awarded and once ALL paperwork is completed and received by the County, an email will be sent to Respondent asking Respondent to register online with myCOI. It is critical that Respondent provide the County with an accurate email address. The cost to register is \$19.95 per year and a credit/debit card will be needed. Part of the registration process includes providing contact information for Respondent's insurance agent(s). This information must be available at the time of registration. Once Respondent has registered and entered the email address for its insurance agent(s), an email will be sent to the insurance agent(s) requesting them to upload Respondent's Certificate of Insurance (COI) directly into the myCOI website. Certificates of Insurance cannot be mailed, emailed or faxed to County. Respondent will not be allowed to begin work and no payments will be made until registration is completed and a compliant COI is received from Respondent's insurance agent(s). This is a yearly requirement for the duration of the Agreement.

RESPONDENT'S DECLARATION AND UNDERSTANDING

Respondent declares (1) that the only persons or parties interested in this Proposal are those named herein, (2) that their Proposal is, in all respects, fair and without fraud, (3) that their Proposal is made without collusion with any official of the County, and (d) that their Proposal is made without any connection of collusion with any person submitting another Proposal for this Request for Proposal.

Respondent understands and agrees that if an award is made, County may elect to award all schedules separately or in any combination that is in the best interest of County.

Respondent further declares (1) that they have carefully examined the Proposal Documents for the Services covered under this Request for Proposal, (2) that they have personally inspected the site where the Services will be performed, if applicable and (3) that their Proposal is made according to the provisions and the terms and conditions noted in the Request for Proposal, which are hereby made a part of their Proposal.

PROPOSAL PRICING FORM

(Page 2)

RESPONDENT'S REPRESENTATION AND CERTIFICATION FORM

Respondent acknowledges that they understand and have executed the Respondent's Representation and Certification Form and have included such with their Proposal.

PROPOSAL SCHEDULE

Proposal pricing shall include all materials, equipment, labor, and insurance costs (including MyCOI registration) associated with the Services required in this solicitation.

Total Project fee includes but not limited to travel required to execute the project (should be accounted for within the fee proposal as a cost of doing business), as well as overnight delivery, postage and copying.

Pricing is to be submitted with the original Proposal documents ONLY. DO NOT include pricing with the copies of Respondent's Proposal.

<p>Total Annual Administration Fee Cost \$ _____</p> <p>Total Annual Administration Fee Cost (words) _____</p> <p>_____</p>

SIGNATURE

By affixing their signature to the Proposal Pricing Form, Respondent hereby states that they have read all specifications, terms and conditions outlined in the Request for Proposal and agree to such.

Furthermore, Respondent hereby agrees to provide the Services described in the Request for Proposal prices as noted above, which includes all supervision, labor, materials, equipment, supplies, machinery, tools, apparatus, insurance, MyCOI Registration, bonds, transportation, overhead, profit, applicable taxes, and costs of all kinds necessary to complete the Services.

Respondent's Name: _____

Federal Employer Identification No.: _____

Respondent's Address: _____

By: _____

Signature

Name: _____

Print Name

Title: _____

Secretary/Assistant Secretary/President/Vice President/Assistant Vice President

Phone No.: _____ Fax No.: _____

E-Mail Address: _____

Date: _____

CORPORATE SEAL

SUBMITTAL CHECKLIST

Solicitation Submittal Checklist

This checklist is provided as a courtesy and may not be all inclusive or items required with the solicitation.

The items listed below are required for submission with your submittal. Failure to submit any items indicated as required may result in rejection of your submittal.

Proposal Price Form (Signed and Completed)

Certificate of Insurance (Proof of Insurance)

Addenda Acknowledgment Form

Respondent's Representation and Certification Form (Signed and Completed)

Respondent's Qualification Form (Signed and Completed)

List of Subcontractors Form (Signed and Completed)

Copies of Licenses and Certifications

Proof of license/certification to do Business in the State of Florida (i.e: Sunbiz registration/Florida Department of State.

Copies of licenses and certifications as applicable to this Request for Proposal.

If Claiming Local Preference on Bid Form, attach a copy of Business Tax Receipt from Citrus County.

SERVICES AGREEMENT

This Services Agreement is entered into by the parties this _____ day of _____, 2023.

1.0 Parties:

Citrus County, Florida, a Political Subdivision of the State of Florida, (County)

and

DO NOT EXECUTE

_____, (Contractor).

2.0 Designated Contact Person as to County:

John Pricher, Director
Citrus County Visitors Convention Bureau
915 N. Suncoast Blvd.
Crystal River, Florida 34428
Phone: 352-794-5506
Fax: 352-794-5507
Email: john.pricher@citrusbocc.com

3.0 Designated Contact Person as to Contractor:

DO NOT EXECUTE

Phone:
Fax:
Email:

4.0 Notices: All notices between County and Contractor, as required under the Agreement, shall be by telephone, facsimile, e-mail, mail, or by personal delivery to the respective designated contact person identified above. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

5.0 Entire Agreement: This Agreement, and its associated documents referenced herein, together with any executed Addenda, shall constitute the entire Agreement between Contractor and County (hereinafter referred to as the "Agreement"). In resolving conflicts, errors, discrepancies, and disputes concerning the Scope of Work or other rights or obligations of the parties, precedence shall be given in the following order: (1) a fully executed Addendum to this Agreement (later executed Addenda taking precedence over earlier dated Addenda), (2) provisions of this Agreement, (3) provisions of the Purchase Order issued to Contractor, and (4) provisions contained in any governmental regulation incorporated herein by reference. There are no understandings or agreements except as herein expressly stated.

6.0 Agreement Documents:

1. Exhibit A – Scope of Work
2. Exhibit B – Price Proposal Form

7.0 Term of Agreement: The duration of the Agreement shall be from the date that the parties have executed the Agreement for a term of two (2) years with the option to renew for an additional three (3) one (1) year periods. The County reserves the right to automatically extend any agreement for a maximum period not to exceed one hundred twenty (120) calendar days in order to provide County departments with continual service and supplies while a new agreement is being solicited, evaluated, and/or awarded.

8.0 Modification of Agreement: The Agreement may only be modified or amended upon mutual written agreement of County and Contractor. No oral agreements or representations shall be valid or binding upon County or Contractor. No alteration or modification of the Agreement terms, including substitution of product, shall be valid or binding against County. Contractor may not unilaterally modify the terms of the Agreement by affixing additional terms by incorporating such terms into Contractor's documents forwarded by Contractor for payment. County's acceptance of the Work or the processing of documentation on forms furnished by Contractor to County for approval or payment shall not constitute acceptance of any terms and conditions.

9.0 Work Provided by Contractor: The Work to be provided by Contractor is summarized in Exhibit "A", attached to this Agreement. If County identifies any additional Work to be provided by Contractor that is not covered under the original Agreement, such additional Work shall be made a part of this Agreement by a written Addendum.

10.0 Compensation to Contractor: Compensation to be paid to Contractor for the provision of the Work shall be as set forth in Exhibit "B", attached to this Agreement. If County identifies any additional Work to be performed by Contractor, or if County authorizes changes in the scope, extent, or character of the Project that result in additional fees, such additional fees shall be mutually negotiated between County and Contractor and made part of this Agreement by a written Amendment.

Contractor may request an increase in fees for any of the renewal term(s). The request to increase the fees must be made in writing to County supported by a detailed justification that warrants the requested increase. The request must be submitted at least ninety (90) calendar days prior to each renewal period in order for a request to be considered by County. Such increase may be no greater than the annual consumer price index (CPI) or five percent (5%), whichever is less.

10.1 Compensation in Excess of \$195,000: If the compensation to be paid to Contractor, whether by time and material, lump-sum, or cost-plus-a-fixed-fee, will exceed the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, it is mutually agreed that the following provision will be applicable to this Agreement:

"Contractor hereby certifies covenants and warrants that wage rates and other factual unit costs provided to County to support the compensation for any Work covered under this Agreement are accurate, complete and current as of the date of the Agreement. It is further agreed that the Agreement price will be adjusted to exclude any significant sums by which County determines the Agreement price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments must be made within one year following the end of the Agreement. For this purpose, the end of the Agreement is the date of final billing or acceptance of the work by County, whichever is later."

11.0 Payment of Payment Requests:

11.1 Payment Requests: Requests for payment for the provision of the Work provided under the Agreement shall be submitted no more frequently than once per month, unless stipulated differently in the Agreement. At a minimum, the payment requests shall include the Purchase Order Number, a description of the Work provided, and the amount of the payment request. All requests for payment shall be submitted in sufficient detail to demonstrate compliance with the terms of the Agreement and to allow for the proper pre-audit and post-audit thereof. County reserves the right to require any information from Contractor that County deems necessary to substantiate claims for remuneration. Upon receipt of Contractor's payment request, County will review such to ensure that it is in proper order, and that the Work covered under the payment request have been completed in accordance with this Agreement. If it is found that the payment request is not in proper order, or the Work covered under the payment request do not satisfy this Agreement, the payment request may be rejected.

11.2 Prompt Payment: County shall make payment of a payment request in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act" from the date, which a properly received payment request is recorded as received by County, for Work completed to the satisfaction of County.

11.3 Form of Request: If the payment request is not received in proper order, County may reject the payment request within twenty (20) business days after the date on which the payment request is recorded as received by County. County shall provide Contractor with a written notification of the rejection specifying the deficiency and corrective measures necessary to make the payment request proper. Upon receipt of a payment request that corrects the deficiency, County shall make payment in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act", or reject the payment request, within twenty (20) business days after the date on which the corrected and proper payment request is recorded as received by County.

11.4 Resolution of Payment Request Disputes: County. If the dispute between Contractor and County involves a portion of a payment request, the undisputed portion shall be paid by County in a timely manner, as long as the payment request for the undisputed portion is in proper order. Proceedings to resolve the dispute will be commenced within forty-five (45) business days after the date the payment request in dispute was recorded as being received by County and will be concluded by final decision of County within sixty (60) business days after the date on which the payment request was recorded as being received by County. Such procedures do not constitute an administrative proceeding that prohibits a court from deciding de novo any action arising out of the dispute.

11.5 Purchase Order: Although an Agreement will be executed by County and Contractor for the Work being purchased by County, a purchase order will also be issued to Contractor for the purpose of facilitating payment to Contractor. Except under an "emergency request", Contractor shall not provide any Work to County until Contractor has received a purchase order from County. Contractor shall be permitted to accept an order to provide Work under an emergency purchase without a purchase order; however, such request from County must be transmitted to the Contractor via facsimile or e-mail. The written transmission order must be submitted with any payment request submitted by the Contractor for such emergency requests.

11.6 Payments to Subcontractors: When Contractor receives from County any payment for Work covered under the Agreement, Contractor must pay such moneys received to each subcontractor or supplier in proportion to the percentage of the Work completed by each subcontractor or supplier within ten (10) business days after Contractor's receipt of the payment. If Contractor receives less than full payment, then Contractor shall be required to disburse only the funds received on a pro rata basis to its subcontractors or suppliers, each receiving a prorated portion based on the amount due on the payment. If a subcontractor receives payment from Contractor for labor, services or materials furnished by Subcontractors or suppliers hired by the Subcontractors, the subcontractor must remit payment due to those subcontractors or suppliers within seven (7) business days after the subcontractor's receipt of payment from Contractor.

11.7 ACH Enrollment All Contractors will be required to complete an "Authorization Agreement for ACH Credits Enrollment Form". Payments will be deposited directly into Contractor's bank account. This means there is no need to wait for the check to come in the mail and eliminates the possibility of a lost check. The Clerk's Accounts Payable Department will provide confirmation via email when payments are transmitted, ensuring immediate notification.

12.0 Warranties:

12.1 Warranty of Ability to Perform: Contractor warrants that, to the best of its knowledge, there are no pending or threatened actions, proceedings, investigations, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its Agreement obligations.

12.2 Warranty of Standard Care: In the performance of professional services, Contractor will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. Contractor will use due care in performing its Work and will have due regard for acceptable professional standards and principles. Contractor's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement. If any of the Work performed by Contractor do not comply with the foregoing warranties and County notifies Contractor of such, then Contractor shall (at its sole expense) promptly re-execute the nonconforming Work. All such re-performed Work shall be performed on a mutually agreed schedule. Contractor shall and does hereby assign to County the benefits of any of Contractor's subcontractor's or subcontractor's warranties. Such assignment shall not relieve Contractor of its warranty obligations for performance or standard of care to County under this Agreement.

13.0 Public Records: Contractor will keep and maintain public records required by the County to perform the service. Upon request from the County's custodian of public records, Contractor will provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Contractor will ensure that the 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 term of the Agreement and following completion of the Agreement if Contractor does not transfer the records to the County. Upon completion of the Agreement, Contractor will transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by County to perform the service. If Contractor transfers all public records to County upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, 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 system of the County. If Contractor does not comply with the County's request for public records, the County shall enforce the provisions of the Agreement in accordance with the terms of the Agreement and may cancel the Agreement.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; PHONE: (352) 527- 5235; EMAIL: RML0@CITRUSBOCC.COM.

14.0 Insurance: During the term of the Agreement, Contractor, at its sole expense, shall provide insurance of such a type and with such terms and limits as noted below. Providing and maintaining adequate insurance coverage is a material obligation of Contractor. Contractor shall provide County a certificate(s) of insurance, evidencing such coverage.

14.1 Minimum Insurance Requirements: Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, or subcontractors. The coverages, limits or endorsements required herein protect the primary interests of County, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect Contractor against any loss exposures, whether as a result of the project or otherwise. The requirements contained herein, as well as County's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this contract.

14.2 Commercial General Liability:

14.2.1 Contractor must obtain a general liability policy with minimum limits of \$1,000,000 per occurrence and a \$2,000,000 general aggregate.

14.3 Automobile Liability:

14.3.1 Contractor must obtain coverage for all vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident. In the event the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

14.4 Workers Compensation and Employer's Liability:

14.4.1 Contractor must obtain Workers Compensation insurance with limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage

must be included for the US Longshoremen & Harbor Workers Act. Employer's Liability limits for not less than \$100,000 each accident \$500,000 disease policy limit and \$100,000 disease each employee must be included.

14.4.2 For any officer of a Contractor that has exempt status as an individual, County requires proof of workers compensation insurance coverage for that Contractor/employer/owner's employees. If Contractor/employer/owner or individual has applied for a workers compensation exemption, County does not recognize this exemption to extend to the employees of Contractor/employer/owner.

14.4.3 The purpose of this section is to ensure that all Contractors, Subcontractors, sole proprietors, or business entities of any kind who contract with County for provision of goods or services, provide workers' compensation coverage for all employees, and principles of Contractors, Subcontractors, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

14.5 Professional Liability and/or Errors and Omissions Liability:

14.5.1 Professional (E&O) Liability must be afforded for personal injury and Property Damage for not less than \$1,000,000 each claim, \$1,000,000 policy aggregate.

14.6 Cyber Liability:

14.6.1 Cyber insurance. If any operations to be undertaken by Contractor include interfacing with County information technology (IT), operation technology (OT), computer hardware or software, or accessing, processing, or storing personally identifiable information (PII), payment card industry data security standard (PCI), personal health information (PHI), confidential or protected data, Contractor must obtain Claims-Made coverage in an amount not less than \$1,000,000 per claim for actual or alleged breaches of data and loss of data. The Claims-Made policy form shall provide continuous coverage that remains in place for three (3) years after contract completion.

14.6 Other Insurance Provisions:

14.6.1 Contractor shall provide a Certificate of Insurance to County with a thirty (30) day notice of cancellation or changes in policy language, ten (10) day notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims-made" or "occurrence" form. If any coverage is provided under a claims-made form, the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

14.6.2 The project's proposal number should be noted on the certificate.

14.6.3 Contractor has sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible or self-insured amounts that exceed \$10,000, Contractor shall maintain a Commercial Surety Bond or Letter of Credit in an amount equal to said deductible or self-insured retention.

14.6.4 All required insurance policies must be maintained until the contract work has been accepted by County. In addition, a minimum 30-day notification clause is required if any changes in policy language occur, or in the event the policy is canceled.

14.6.5 Citrus County, Florida, its officials, employees, and volunteers are to be covered as an Additional Insured on all policies except Workers Compensation and Professional Liability. The coverage shall contain no special limitation on the scope of protection afforded to County, its officials, employees, or volunteers.

14.6.6 Contractor's insurance coverage shall be primary insurance as respects County, its officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officials, employees, or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

14.6.7 For all policies of insurance except Professional Liability: Contractor, and its insurance carrier, waive all subrogation rights against County for all losses or damages that occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not. County requires General Liability policies to be endorsed with CG 24 04 Waiver of Transfer of Rights of Recovery Against Others to Us or similar endorsement, and a WC 00 0313 Waiver of our Right to Recover from Others for Workers Compensation coverage.

14.6.8 The Certificate Holder should read as follows: Citrus County, Florida, 3600 W. Sovereign Path, Lecanto, FL 34461.

14.6.9 It is Contractor's responsibility to ensure that all subcontractors comply with these insurance requirements. Contractors shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

14.6.10 With the exception of workers compensation policies, all required insurance policies must be written by a carrier having a minimum rating of A- by A.M. Best or similar rating company. All workers compensation policies must be written by carriers admitted in the State of Florida, and who participate in the Florida Insurance Guarantee Fund.

14.6.11 All Certificates must show that Contractor's policies have been endorsed per the requirements.

14.6.12 Once ALL paperwork is completed and received by County, an email will be sent to Contractor requesting online registration with myCOI. It is critical that County is provided with an accurate email address. The cost to register is \$19.95 and a credit/debit card will be needed. Part of the registration process includes providing contact information for Contractor's insurance agent(s), which will be needed at the time of registration. Once registered, an email will be sent to the insurance agent(s) requesting them to upload a current Certificate of Insurance (COI) directly into the myCOI website. Certificates of Insurance cannot be mailed, emailed, or faxed to County. Contractor will not be allowed to begin work and no payments will be made until registration is completed and a compliant Certificate of Insurance is received from Contractor's agent(s). This is a yearly requirement for the duration of the Agreement.

15.0 Indemnification: Contractor shall indemnify, save and hold harmless County and all their officers, agents or employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any nature whatsoever, including defense costs and fees, caused by the intentional or negligent acts of, or omissions of, Contractor, its subcontractors, agents or employees or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. Neither Contractor nor any of its agents will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of County or any of its officers, agents, or employees. In the event any lawsuit or other proceeding is brought against County by reason of any such claim, cause of action or demand, Contractor shall, upon written notice from County, resist and defend such lawsuit or proceeding by counsel satisfactory to County or, at County's option, pay for an attorney selected by County to defend County. This indemnification includes attorney's fees and all costs of litigation including appellate attorney's fees and costs as well as any judgments. The parties agree that this clause shall not waive the benefits or provisions of Section 768.28, Florida Statutes, or any similar provision of law. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by County, any sums due Contractor under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by County.

16.0 Change Orders: County may at any time, as the need arises, order changes within the scope of the Work without invalidating the Agreement. If such changes result in an increase or decrease in the Contract Price, or in the time required for performance of the Work, an equitable adjustment shall be authorized by way of a Change Order. County also may at any time, by issuing a Field Order, make changes in the details of the Work. Contractor shall proceed with the performance of any changes in the Work so ordered by County unless Contractor believes that such Field Order entitles it to a change in Contract Price or Time, or both, in which event Contractor shall give County written notice thereof within fifteen (15) calendar days after the receipt of the ordered change, and Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from County.

17.0 Termination of Agreement: Either party may terminate this Agreement by giving the other party thirty (30) days written notice. In the event of termination, County will be responsible for compensating Contractor only for those Work satisfactorily completed or partially completed up to the date of termination. Contractor shall not be entitled to compensation for loss of anticipated profit.

18.0 Additional Terms and Conditions:

18.1 Advertising: Subject to Chapter 119, Florida Statutes, Contractor shall not publicly disseminate any information concerning the Agreement without prior written approval from County, including, but not limited to mentioning the Agreement in a press release or other promotional material, identifying County as a reference, or otherwise linking Contractor's name and either a description of the Agreement or the name of County in any material published, either in print or electronically, to any entity that is not a party to the Agreement.

18.2 Assignment: Neither County nor Contractor shall sell, assign, or transfer any of its rights, duties or obligations under the Agreement without the prior written consent of the other Party. In the event of any assignment, Contractor remains secondarily liable for performance of the Agreement, unless County expressly waives such secondary liability.

18.3 Bankruptcy or Insolvency: Contractor shall promptly notify County in writing of the filing of any voluntary or involuntary petition for bankruptcy and/or of any insolvency of Contractor or any of its subcontractors or subcontractors who are involved in the provision of the Work under this Agreement.

18.4 Compliance with Laws: Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Local, State and Federal agencies having jurisdiction and authority. These laws, shall include, but not be limited to, Chapter 287 of the Florida Statutes, the Uniform Commercial Code, the Immigration and Nationalization Act, the Americans with Disabilities Act, the United States Occupational Safety and Health Act, the United States Environmental Protection Agency, the State of Florida Department of Environmental Protection, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, sexual orientation, gender identity or expression or veteran's status. Violation of such laws shall be grounds for termination of the Agreement.

18.5 Conflict of Interest: Contractor covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner of degree with the performance of the Work covered under this Agreement. Furthermore, Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or agency, other than a bona fide employee working solely for Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor, and its subcontractors at any tier, certify that they have not entered into any contract, sub-contract, or arrangement in connection with the Project covered under this Agreement, or of any property included or planned to be included in the Project, in which any member, officer, of employee of Contractor or its subcontractors, during its tenure, or for two years thereafter, has any interest, direct or indirect. Contractor, and its subcontractors at any tier, shall insert the following provision into each of their contracts and sub-contracts:

"No member, officer, or employee of the subcontractor, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."

18.6 Cooperative Purchasing: If applicable, pursuant to Contractor's own governing laws, and subject to agreement of Contractor, other government entities may be permitted to make purchases at the terms and conditions contained herein. Non-County purchases are independent of the Agreement between County and Contractor, and County shall not be a party to any transaction between Contractor and any other government entity. Another government entity may attach additional contractual and technical terms and conditions to this Agreement. These "special conditions" shall take precedence over the terms and conditions in this Agreement unless the conflicting term in this Agreement is statutorily required, in which case the term contained in this Agreement shall take precedence.

18.7 Correction of Work: Contractor shall promptly remove from the premises all Work rejected by County for failure to comply with the Contract Documents, whether incorporated into the Project or not, and Contractor shall promptly replace and re-execute the Work in accordance with the Contract Documents, without additional expense to County, and shall bear the expense of making good all Work of other Contractor's work destroyed or damaged by such removal or replacement. All removal and replacement of Work shall be done at Contractor's expense. If Contractor does not take action to remove such rejected Work within ten (10) calendar days after receipt of written notice from County, County may remove such Work on their own and store the materials at the expense of Contractor.

18.8 County Funds: If sufficient funding is not available for Contractor to complete the Work, County reserves the right to modify the terms and conditions of the Agreement to change the Scope of Work to reduce the cost to match any available funding. If such modifications to the Scope of Work are not feasible, or if funding has been totally exhausted prior to Contractor's completion of its Work, the Agreement shall be terminated on terms reasonably acceptable to both parties. Additionally, in accordance with Section 216.347, Florida Statutes, and as provided herein, Contractor may not expend any County funds for the purpose of lobbying the legislature, or local, state, or federal agencies.

18.9 Debarment: Contractor certifies to the best of their knowledge and belief, that they and their principals 1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Municipal, County, State or Federal department or agency, 2) have not, within a three-year period preceding execution of this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property, 3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above, 4) have not within a three-year period preceding execution of this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default, and 5) will advise County immediately if their status changes and will provide an explanation for the change in status.

18.10 Discriminatory Vendor: Provider certifies that they are not subject to Section 287.134 (2)(a) which specifies that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a Provider, supplier, subcontractor, or Contractor under a contract with any public entity, and may not transact business with public entity.

18.11 Disposal of Wastes: Contractor shall handle any waste materials generated in the performance of the Work in full compliance with all laws, regulations, and requirements of all governmental authorities and those of County. Contractor shall use only disposal facilities which have proper permits and are in full compliance with all Laws. Contractor agrees that County has the right to reject, for any reason, Contractor's use of any particular disposal facility.

18.12 Dispute Resolution: For any dispute concerning performance of the Agreement, which includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission, County shall attempt to reach a mutual agreement as to the settlement and resolution of the dispute with Contractor. Should a mutual agreement not be reached, County shall render a decision and reduce such to writing and serve a copy on Contractor. The decision shall be final and conclusive.

18.13 Documentation: All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived there from, will be considered works made for hire and will become the property of County upon expiration or termination of the Agreement without restriction or limitation on their use. Upon delivery to County of said document(s), County will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Contractor will not copyright any material and products or patent any invention developed under this Agreement. Copies of these documents are not to be sold or distributed to third parties without the written consent of County.

18.14 Drug Free Workplace: Contractor certifies that it has in place a Drug-Free Workplace Program in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 702-706).

18.15 Employees, Subcontractors, and Agents: All Contractor employees, subcontractors, or agents performing any of the Work under the Agreement shall be properly trained to meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of licenses, certifications, or other proof of qualification. All employees, subcontractors, subcontractors, or agents of Contractor must comply with all security and administrative requirements of County. County may conduct, and Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, subcontractor, or agent of Contractor. County may refuse access to County Facilities or require replacement of any employee, subcontractor, subcontractor, or agent of Contractor for cause, including, but not limited to, technical or training qualifications, quality of Work, change in security status, or non-compliance with County's security or other requirements. Such refusal shall not relieve Contractor of its obligation to perform all Work in compliance with the Agreement. County may reject and bar from any County facility for cause any of Contractor's employees, subcontractors, subcontractors, or agents. County shall have the right to review and approve any subcontractors or subcontractors that are utilized by Contractor in the performance of their Work. Contractor shall be fully responsible to County for the acts and omissions of its subcontractors and subcontractors, and persons directly or indirectly employed by them. It is Contractor's responsibility to ensure that its subcontractors and subcontractors are properly licensed to do business in the State of Florida and Citrus County, as required by law.

18.16 Environmental Issues: All notifications regarding environmental issues or requirements shall be sent immediately to County's Contact Person. Unless directed otherwise by County, Contractor is not to contact any local, state, or federal governmental agencies concerning environmental issues involving the Project Site.

18.17 Equal Employment Opportunity: Contractor shall not discriminate on the basis of race, color, sex, age, national origin, religion, and disability or handicap in accordance with the Provisions of: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000 *et seq.*), Title VII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 *et seq.*), Florida Civil Rights Act of 1992 (§ 760.10 *et seq.*), Title 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375, Title 49 CFR 23 and Title 49 CFR 26 for Disadvantaged Business Enterprises, Age Discrimination Act of 1975 (42 U.S.C. § 6101, *et seq.*), Title 49 CFR 21 and Title 49 CFR 23, Nondiscrimination on the basis of handicap, Title 49 CFR 27, Americans with Disabilities Act of 1990 (42 U.S.C. 12102, *et. Seq.*), Federal Fair Labor Standards Act (29 U.S.C. § 201, *et seq.*), and any other Federal and State discrimination statutes. Contractor shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed subcontractors as the State of Florida Department of Transportation, the Secretary of Labor, or County may require. The above shall be required of any subcontractor hired by Contractor. All Equal Employment Opportunity requirements shall be included in all non-exempt subcontractors entered into by Contractor. Sub-contracts entered into by Contractor shall also include all other applicable labor provisions. No sub-contract shall be awarded to any non-complying subcontractor. Additionally, Contractor shall insert in its sub-contracts a clause requiring subcontractors to include these provisions in any lower tier sub-contracts that may in turn be made. Contractor shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state subcontractors is NOT allowed.

18.18 E-Verification System: Contractor and its subcontractors shall utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, in accordance with Section 448.095, Florida Statutes, to verify the employment eligibility of: (1) all persons employed by Contractor during the contract term to perform any duties within Florida, and; (2) all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision. Contractor and its subcontractors shall provide County with affidavits stating that they do not employ, contract with, or subcontract with an unauthorized alien. County is obligated to terminate this Agreement upon a good faith belief that Contractor or its subcontractors has knowingly violated Section 448.095, Florida Statutes.

18.19 Force Majeure Event: Contractor shall not be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control, and not a result of the fault or negligence of the affected

party (a "Force Majeure Event"). If a party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such party shall immediately provide notice to the other party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God (excluding normal or seasonal weather conditions), war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes, and severe floods.

18.20 Governing Law and Venue: The Agreement shall be governed in accordance with the laws of the State of Florida. In the event of litigation with respect to the obligation of the parties to the Agreement, the jurisdiction and venue of such action shall be an appropriate State Court in Citrus County, Florida.

18.21 Governmental Restrictions: If Contractor believes that any governmental restrictions have been imposed that require alteration of the methods used in the performance of the Work, Contractor shall immediately notify County in writing, indicating the specific restriction. County reserves the right, and the complete discretion, to accept any such alteration or to cancel the Agreement at no further expense to County.

18.22 Immigration and Nationality Act: Contractor shall comply with all immigration laws as outlined in 8 USC § 1324a - Unlawful employment of aliens. County will not intentionally award County contracts to any Contractor who knowingly employs unauthorized Alien workers. Any violation of the employment provisions outlined in the Immigration and Nationality Act throughout the term of any Agreement with County may result in immediate termination of the Agreement. County will consider the employment of unauthorized aliens a violation of Section 274A (e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of the Agreement, by County, if Contractor knowingly employs unauthorized aliens.

18.23 Inspection, Performance, Supervision: County reserves the right to inspect the Work provided by Contractor, whether partially or fully completed, at any time, as deemed appropriate by County for the purpose of ensuring Contractor's performance under the Agreement. Such inspections performed by County, shall not be construed as a final approval of Contractor's Service, and shall not relieve Contractor from its obligations under the Agreement. County reserves the right to inspect, at any reasonable time with prior notice, Contractor's facilities to assess conformity of the provision of the Work with the Agreement requirements. County reserves the right to investigate or inspect, at any time, whether the provision of the Work complies with the Agreement requirements. Contractor shall at all times during the Agreement term remain responsive and responsible. Contractor must be prepared, if requested by County, to present evidence of experience, ability, and financial standing, as well as a statement as to capacity of Contractor for the performance of the provision of the Work covered under the Agreement. If County determines that Contractor does not meet these qualifying conditions, or that the Work proposed to be furnished do not meet the specified requirements, or that performance is untimely, County may terminate the Agreement. This paragraph shall not mean or imply that it is obligatory upon County to make an investigation either before or after award of the Agreement, but should County elect to do so, Contractor is not relieved from fulfilling all Agreement requirements. Contractor shall supervise and direct the performance of its Work and shall be solely responsible for the means, methods, techniques, sequences, and safety of construction. Contractor will employ and maintain at the Project Site a qualified supervisor or superintendent who shall have been designated in writing by Contractor as the Contractor's representative at the Project Site. The supervisor or superintendent shall have full authority to act on behalf of Contractor and all communications given to the supervisor or superintendent shall be as binding as if given directly to Contractor. The supervisor or superintendent shall be present on the Project Site at all times as required to perform adequate supervision and coordination of the Contractor's Work.

18.24 Lawful Claims and Demands: Should any outstanding claims by subcontractors or suppliers incurred in the performance of the Work materialize after County has made Payment to Contractor, Contractor will indemnify and save County harmless from such claims. Acceptance by Contractor of payment shall be and shall operate as a release to County of all claims and all liabilities to Contractor, other than claims in stated amounts as may be specifically excepted by Contractor for things done or furnished in connection with the provision of the Work, and for every act and neglect of County and others relating to or arising out of the provision of the Work covered under this Agreement. Any payment, however final or otherwise, shall not release Contractor or its sureties from any obligations under the Agreement.

18.25 Lobbying: Contractor shall not, in connection with the Agreement, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any County officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any County officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, Work, employment, or contracts of any kind.

18.26 Materials, Work, and Facilities: It is understood that, except as otherwise specifically stated in the Contract Documents, Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other Work and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.

18.27 Non-Collusion: Contractor agrees that neither it, nor any of its officers, partners, agents or employees have entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of a free competitive solicitation in connection with this Agreement, and that Contractor intends to do the work with its own bonafide employees or subcontractors and has not provided a response for the benefit of another Contractor. Furthermore, Contractor certifies that its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to submitting a response on any public contract.

18.28 Patent and Copyright Responsibility: Any material, design or supplied specified by Contractor or supplied by Contractor pursuant to this Agreement shall not knowingly infringe any patent or copyright, and Contractor shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by Contractor in the performance of the services.

18.29 Project Site Conditions: Contractor shall be deemed to have examined the Project Site, if applicable and to have secured full knowledge of all conditions under which the Work are to be executed and completed.

18.30 Protection of Persons: Contractor will be responsible for the safety of its employees and the employees of its subcontractors and subcontractors, during the provision of their Work. Contractor will be responsible for initiating, maintaining, and supervising all safety programs in connection with the provision of their Work in accordance with applicable safety standards and regulations, as promulgated by the United States Occupational Safety and Health Act and those of County. Contractor shall report promptly to County any accident or unusual occurrence during the performance of the Work, including personal injury or death to any Contractor employee, subcontractor or subcontractor employee or any member of the public, or any damage to any of County's property, the Project Site, or adjacent property.

18.31 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or 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 s. 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

18.32 Relationship: Contractor is an independent Contractor to County in performing its Work under this Agreement and is not an employee, agent, joint-venture, or partner of County.

18.33 Risk of Loss: Until the Work have been accepted by County, risk of loss or damage to any work product, whether partially or fully completed, that is associated with the Work shall remain with Contractor.

18.34 Schedules, Reports and Records: Contractor shall submit to County cost schedules, progress schedules, estimates, records, reports, and any other data, as related to the provision of the Work covered under the Agreement. Furthermore, County reserves the right to inspect and audit Contractor's books and records relating to the Agreement, when deemed appropriate by County. All schedules, reports and records of

Contractor, as they relate to the Agreement, shall be retained by Contractor for a period of three (3) years from the date of final payment under the Agreement.

18.35 Severability: If a court deems any provision of this Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

18.36 Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

18.37 Taxes: Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by Contractor in accordance with the laws and regulations of the State of Florida which are applicable to the provision of the Work under the Agreement. County will not pay for any personal property taxes levied on Contractor or for any taxes levied on Contractor's employees' wages. County holds a State of Florida Sales Tax Exemption Certificate (No. 85-8012621778C-1). All purchases made by County directly from a dealer, distributor or manufacturer are exempt from sales, consumer, use and other similar taxes.

18.38 Waiver: The delay or failure by County to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of County's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right by County.

18.39 Workforce Labor: County believes that the hiring of employees by Contractors to whom County awards contracts should, to the maximum extent possible, be citizens within its boundaries that are unemployed or seeking work for the first time. To that extent, County has agreed to notify CLM Workforce Connection of all awards involving service contracts. CLM Workforce Connection is a local business-led organization that plans and coordinates quality employment and training services for businesses and individual career seekers in Citrus County. Contractor will be contacted by CLM Workforce Connection to discuss hiring through its staff and services. Contractor's participation with CLM Workforce Connection is not required as a condition of this Agreement, but rather an opportunity for greater support for the community of Citrus County and Contractor in hiring assistance.

18.40 Security:

18.40.1 Confidentiality: Contractor shall comply fully with all security procedures of County in the performance of the Agreement. Contractor shall not divulge to third parties any information obtained by Contractor or its agents, distributors, resellers, subcontractors, officers, or employees in the course of the provision of the Services without the written consent of County. However, Contractor shall be permitted to release information to third parties if such information is publicly available through no fault of Contractor, information that Contractor developed independently without relying on County's information, or information that is otherwise obtainable under State and Federal law as a public record. To ensure confidentiality, Contractor shall take appropriate measures as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Agreement.

18.40.2 Cybersecurity. Contractor shall take commercially reasonable measures to protect and secure electronic data. Contractor's products and services shall comply with the standards and practices established by the National Institute of Standards and Technology Cybersecurity Framework and the Florida Cybersecurity Act, federal and state regulations, statutes, rules, and requirements applicable to any data in Contractor's or its affiliates or subcontractor's control. Contractor's, its affiliates, and subcontractors' employees shall have completed level II background checks when required by federal, state, or local law. The warranties of this paragraph shall survive the Agreement.

18.40.3 Security of Information. Contractor and its subcontractor's must implement technical and organizational measures to ensure security of processing personally identifiable information (PII), payment card industry data security standard (PCI), personal health information (PHI), confidential or protected data. Contractor must provide for the security of such information by using appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections and audits. Contractor agrees to maintain reasonable network security

that, at a minimum, includes a network firewall. The warranties of this paragraph shall survive the Agreement.

18.40.4 Security Incident Notification and Action. If Contractor becomes aware of a cybersecurity event or security incident, Contractor must: notify County, in writing, within twenty-four (24) hours of becoming aware of any confirmed or suspected cybersecurity incident or threat; investigate such incident or threat; conduct an analysis of the cause of such incident; and provide County with periodic updates of any ongoing investigation. Contractor shall implement an appropriate plan to remediate the cause of such security incident and mitigate any loss or compromise of data due to the security incident. Contractor shall also provide notification of the security incident to potentially affected persons; credit monitoring services; identification protection services; a call center established and operated by Contractor; notification to any regulatory authorities; and any other functions, services or penalties as may be required by law. The warranties of this paragraph shall survive the Agreement.

19.0 Authority: Each person signing the Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, this Agreement is accepted by the parties as of the date noted below.

CONTRACTOR

Signature of Witness (1)

Printed Name of Witness (1)

Signature of Witness (2)

Printed Name of Witness (2)

BY: _____

DO NOT EXECUTE

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this _____ day of _____, 2023, by _____ as _____ who is personally known to me or who produced _____ as identification.

Witness my hand and official seal this _____ day of _____, 2023.

Official use only

NOTARY PUBLIC Signature
Printed Name: _____
Commission No.: _____
Expiration Date: _____

SEAL

CITRUS COUNTY, FLORIDA, A POLITICAL
SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:

ANGELA VICK, CLERK

BY: _____
RUTHIE DAVIS SCHLABACH, CHAIRMAN

DATE: _____

Exhibit A

SCOPE OF WORK

Account Service

- 1) Strategic Planning - assist with the development of strategic marketing plans, development of brand strategy, creative strategies, etc., for all market segments including addressing shoulder season needs.
- 2) Creative Development - creation and production of all incentive advertising/marketing/sales support programs.
- 3) Meetings - attend Tourist Development Council meetings, Marketing Committee meetings, etc., upon request.
- 4) Presentations - assisting with development of any necessary presentations regarding marketing programs.
- 5) Budgeting -tracking of the marketing budget and administration budget-ensuring agency budgets remain in sync with budget allocations.
- 6) Develop- provide sales support information/material. and implement an extensive cooperative advertising program for leisure consumer audiences, including management of production and media placement.
- 7) Daily Account Service - ongoing communication between account manager and Visitors Convention Bureau (VCB) staff, status reports, proper timely routing of materials for advertising placements to ensure deadlines are met with all marketing campaigns, presentation of creative executions, provide analysis each month of tracking done to measure campaign success metrics, and identify best marketing and promotional practices with VCB staff.
- 8) Industry – Maintain knowledge of industry trends as they pertain to all market segments.
- 9) The ability to coordinate, manage, and enter into contracts with subcontractors for services as required in the promotion of Citrus County as directed by the Citrus County Visitors and Convention Bureau Director.

Creative

- 1) All creative executions of print, collateral, digital, other alternative media, etc.
- 2) Presentation of creative when appropriate (new concepts, ideas, etc.).
- 3) Creating renderings/comps for external and internal review of advertising, promotions, partnerships, and/or PR opportunities.

Media

- 1) Working with VCB to manage and vet all inquiries from media sales reps.

- 2) Develop a method for identifying appropriate target audiences and choosing media that best reaches each target group.
- 3) Identifying and evaluating new media opportunities.
- 4) Assist the VCB in the creation of media plans and media analysis reports.
- 5) Provide points of view and recommendations for various media, promotional and other opportunities.
- 6) Post advertising/promotion/partnership program measurement and analysis.

Production

- 1) Responsible for all trafficking of materials to media outlets
- 2) Providing dubs of broadcast materials.
- 3) Provide all files of finished material to VCB including PDF files, JPEGs, raw files, etc.
- 4) Preparing advertising materials for presentation purposes

Public Relations

- 1) Develop and coordinate with VCB staff on media relations programs and collateral support to complement marketing programs.
- 2) Assist with vetting of travel media opportunities and requests.
- 3) Idea generation and coordination of both promotions and partnerships as they relate to agency clients or other potential relationships.
- 4) Involvement in the crisis communications plan,
- 5) Assist in the development of community relations supports programs.
- 6) Dedicated section in marketing plan with service being provided either in-house or by external firm.

Web/Social

- 1) Evaluate approaches to add relevant content or improve site visitation.
- 2) Search engine optimization (either in house or assisting with third party).
- 3) Search engine marketing (either in house or assisting with third party).
- 4) Optimizing online performance metrics for online and offline marketing programs i.e. setting of campaign goals.
- 5) Provide assistance with social media as needed.

Research

- 1) Interface with VCB's Research Firm to utilize the information to focus on key feeder markets and

segments as well identify growing feeder markets.

- 2) Assist in the Return on Investment (ROI) analysis of marketing initiatives that target specific tradeshows and meetings.
- 3) Work with Proposer's Research Department to evaluate effectiveness of creative and advertising programs via appropriate audience segment input.
- 4) Must have data dashboard to aggregate information either through in-house system or through 3rd party vendor.