



PASCO COUNTY BOARD OF COUNTY COMMISSIONERS
PURCHASING DEPARTMENT
INTERNAL SERVICES BUILDING
7536 STATE STREET, SUITE 221
NEW PORT RICHEY, FLORIDA 34654
TELEPHONE: 727.847.8194
www.BidNetDirect.com

REQUEST FOR PROPOSALS
PUBLIC RELATIONS AGENCY TO PROMOTE FLORIDA'S SPORTS COAST
RFP-RR-21-031

The Pasco County Board of County Commissioners is requesting proposals from qualified Proposers experienced in providing Public Relations services to promote Florida's Sports Coast. All Proposers must be qualified and properly registered to provide these types of services. Responses will only be considered from those firms demonstrating the expertise and experience specified in this request.

The Pasco County Purchasing Department will receive responses until **2:15 p.m.**, local time, (our clock) on **June 1, 2021**, in the Pasco County Purchasing Department, 7536 State Street, New Port Richey, Florida 34654. Responses received after this time will not be accepted. Responses will be publicly opened at the above stated time and date, with only the names of the responding firms being read. All interested parties are invited to attend. Proposers shall submit **SEVEN (7)** hard-copies and **ONE (1)** electronic (Flash Drive or CD-ROM) copy of the response. Each hard copy of the response shall be bound in a single volume.

In accordance with Section 119.071, Florida Statutes, sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from public inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or replies, whichever is earlier. Proposers may register to view and download solicitations by visiting www.FloridaBidSystem.com. Pasco County reserves the right to reject any and all responses and to waive any irregularities or informalities.

The terms "contractor", "consultant", "Proposer" and "proposer" included in this RFP are intended to refer to the same entity.

The Pasco County Board of County Commissioners (Pasco County) is not responsible for expenses incurred prior to award. Pasco County officially distributes solicitation documents through the Florida Online Bid System (www.BidNetDirect.com). Solicitation documents may be downloaded at NO COST using this system and may also be obtained from the Purchasing Department in accordance with Florida Statutes that pertain to Public Records. **Copies of solicitation documents obtained from other sources are not considered official and should not be relied upon.** Pasco County is not responsible for solicitation documents obtained from sources other than the Florida Online Bid System or the Purchasing Department. Only vendors who properly register and obtain solicitation documents directly from the Florida Online Bid System or Purchasing Department will receive addenda and other important information if issued. Vendors are responsible for acquiring knowledge of changes, modifications, or additions to official solicitation documents. Vendors who submit responses and later claim they did not receive complete documents or had no knowledge of any change, modifications, or additions made to the official solicitation documents shall still be bound by the solicitation, including any changes, modifications, or additions to the official solicitation documents. **IF YOU OBTAINED A SOLICITATION DOCUMENT FROM A SOURCE OTHER THAN THE FLORIDA ONLINE BID SYSTEM OR THE PASCO COUNTY PURCHASING DEPARTMENT, IT IS HIGHLY RECOMMENDED THAT YOU REGISTER AS A VENDOR AND DOWNLOAD THE OFFICIAL DOCUMENT AT WWW.BIDNETDIRECT.COM.COM AT NO COST.**

Ruby Ranne, Buyer
rranne@pascocountyfl.net

IMPORTANT! - PLEASE READ CAREFULLY BEFORE RESPONDING

GENERAL PROVISIONS

COMMUNICATIONS DURING SOLICITATION AND LOBBYING PROHIBITION

Communicating with or lobbying of evaluation committee members, county government employees, or elected officials (**including County Commissioners**) regarding requests for proposals, requests for qualifications, bids, or contracts by the Proposers or any member of the Proposer's staff, an agent of the Proposer, or any person employed by any legal entity affiliated with or representing an organization that is responding to the requests for proposal, requests for qualification, bid or contract outside a publicly noticed meeting specifically called to address this particular solicitation is strictly prohibited. **Nothing herein shall prohibit a prospective Proposer from contacting the Purchasing Director to address concerns or grievances or receive clarification about a particular procurement.**

For purposes of this provision lobbying activities shall include, but not be limited to, influencing or attempting to influence action or non-action in connection with any requests for proposals, requests for statements of qualifications, invitations for bids, related processes or contracts through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any proposal, statement of qualification, bid, contract or any other response to be rejected.

The prohibition on communication with County Persons (including County Commissioners) by vendors and their representatives regarding a procurement in which they have a pecuniary interest begins upon issuance of the solicitation and ends upon final award, when the protest is finally resolved, or when the procurement process is otherwise concluded, whichever occurs later. This prohibition does not apply to communication on other matters in which a vendor may have an interest outside of the solicitation.

AMERICANS WITH DISABILITIES ACT

Pasco County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the County's functions including one's access to, participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation to the solicitation documents or for the public meetings related to any solicitation should contact the Purchasing staff member named on the solicitation summary at least twenty-four (24) hours in advance of the meeting. Requests for accommodation may also be directed to the Human Services Department, Internal Services Building, 7536 State Street, New Port Richey, Fla 34654 at (727) 847-8030 or at (727) 847-8949 if you are hearing impaired. Please be advised that if you contact the County by email, your email address will become a public record and may be subject to disclosure under the Florida Public Records Act.

ACCEPTANCE/REJECTION/MODIFICATION TO PROPOSALS

The County may (1) amend or modify this request, (2) revise requirements of this request, (3) require supplemental statements or information from any firm, (4) accept or reject any or all responses, (5) extend the deadline for submission of responses, (6) negotiate or hold discussions with any Proposer and to waive defects and allow corrections of deficient responses which do not completely conform to the instructions contained herein, and (7) cancel this request, in whole or in part, if the County deems it in its best interest to do so. The County may exercise the foregoing rights at any time without notice and without liability to any offering firm or any other party for their expenses incurred in the preparation of response or otherwise.

Failure to include all the forms required to be included with any response will result in the Proposer being deemed nonresponsive and will result in rejection of the response.

ACKNOWLEDGMENT OF AMENDMENTS

Proposers must acknowledge receipt of all amendments (addenda) to the solicitation in their response. The acknowledgment should be received by the County by the opening/closing date, time and place indicated on the solicitation cover. Failure to acknowledge addenda may impact evaluation and/or result in rejection or disqualification of response(s).

CONTRACT TERM AND REQUIREMENTS

It is the County's intent to develop a contract for the services specified herein, contingent upon the appropriation of funds. The contents of the response submitted by the successful firm, with any amendments or subsequent revisions, will become part of the resulting contract. A copy of the County's standard agreement for professional services is attached hereto as Attachment B and incorporated herein by reference and made a part hereof.

CANCELLATION

Pasco County reserves the right to cancel a resulting contract, without cause, by giving thirty (30) days' prior written notice to the Consultant of the intention to cancel, or with cause if at any time the Consultant fails to fulfill or abide by any of the terms or conditions specified. Failure of the Consultant to comply with any of the provisions of a resulting contract will be considered a material breach of contract and shall be cause for immediate termination of the contract at the sole discretion of Pasco County. In addition to all other legal remedies available to the County, Pasco County reserves the right to cancel and obtain from another source any services which have not been provided within the required period of time, or if no such time is stated, within a reasonable period of time from the date of order or request, as determined by the County.

CHANGES IN SHORT-LISTED FIRMS/PROJECT TEAMS

Any personnel changes in a short-listed firm, after the submission of the response to this request, could result in reconsideration of the scoring of applicable evaluation criteria. Any changes in a short-listed firm should be brought to the attention of the County as soon as possible after the change is made. The changes, the reasons for the changes, and resumes for the individuals being substituted, must be submitted, prior to oral presentations, to the Purchasing Director. Reconsideration may result in changes to the short-listing or rankings.

CLARIFICATIONS

If any party contemplating the submission of a response is in doubt as to the true meaning of any part of the scope of work or other aspects of the solicitation, a written request for an interpretation should be submitted. Questions or requests for interpretations shall clearly state, in detail, the basis for such question(s) or request(s) including a reference to the specific paragraph or language in the solicitation. Modifications to solicitations will be made only by properly issued written addenda. All such addenda shall become part of the solicitation and resulting contract documents. Pasco County shall only be responsible for explanations or interpretations that are issued by written addendum. No oral interpretations will be made as to the meaning of the scope of work or any other solicitation documents. Failure to comply with this provision may result in the Proposer waiving his/her right to dispute any aspect of the solicitation. Questions concerning this request must be submitted in writing to the Pasco County Purchasing Department; 7536 State Street, Suite 221, New Port Richey, Florida 34654; email address sunn@pascocountyfl.net. Proposers are cautioned that any statements made by individuals, or employees of Pasco County, that materially change any portion of this request shall not be relied upon unless subsequently ratified by a formal written amendment.

CONFLICT OF INTEREST

The Proposer, by responding to this request, certifies that to the best of his/her knowledge or belief, no elected/appointed official or employee of the County is financially interested, directly or indirectly, in the offer of services specified in this request.

ENVELOPES CONTAINING PROPOSALS

Envelopes containing responses must be sealed and marked with the solicitation number, solicitation title, and company name. Failure to do so may cause the response not to be considered. Express Company or Express Mail envelopes containing a sealed response shall also be sealed and should be clearly marked with the solicitation number, solicitation title, and company name. Failure to clearly mark envelopes may delay delivery and render the response late.

EXPENSES INCURRED IN PREPARING RESPONSE

The County accepts no responsibility for any expense incurred by the Proposer in the preparation and/or presentation of a response. Such expenses shall be borne exclusively by the Proposer.

BUSINESS NAME REQUIREMENT

The Proposer must provide on the Pricing Form, Proposer/Certification Form, and if awarded, on all remittance of invoices for payment, the business name that is provided on their W9 Form. Additionally, if there is a name change and/or EIN number that is changed at any time, the Proposer must immediately notify the Purchasing Department as to the change and provide all supporting documentation.

PROPOSAL OR BID RECEIPT AND OPENING

Pasco County will receive sealed responses until the date and time indicated on the solicitation cover. Responses must be delivered, by hand or mail, to the Pasco County Purchasing Department, located at 7536 State St., Suite 221, New Port Richey, Florida 34654, where they will be opened at the stated time. Responses must be time stamped in the Purchasing Department before or on the hour and date indicated on the cover sheet of this request. Proposals received after the date and time of the opening/closing will be received, date stamped, and returned to the respective Proposers unopened. It is the responsibility of Proposers to ensure that the responses arrive at the designated opening/closing place on time. Late or non-delivery due to mail or express delivery company failure will not be considered adequate reason for consideration of late responses. **FAXED RESPONSES WILL NOT BE ACCEPTED AND SHALL NOT BE CONSIDERED FOR EVALUATION OR AWARD.**

INFORMALITIES AND IRREGULARITIES

The County reserves the right to reject any or all responses in whole or in part; or accept any response which is deemed most advantageous and in the best interest of the County.

NONCONFORMING TERMS AND CONDITIONS

A response that includes terms and conditions that do not conform to the terms and conditions in the RFP, bid or other type of solicitation document is subject to rejection as nonresponsive. Pasco County reserves the right to permit the Proposer to withdraw nonconforming terms and conditions from its response prior to a determination by Pasco County of non-responsiveness based on the submission of nonconforming terms and conditions.

OFFICIAL DOCUMENTS

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ORAL STATEMENTS

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this solicitation or resulting contract. All modifications to the solicitation, resulting contract or purchase order must be made in writing by Pasco County.

PARTNERSHIPS/CORPORATIONS/AGENTS

When a Proposer is a partnership or joint venture, the response must be signed in the name of the partnership or joint venture and by all persons or entities required to do so under the terms of their partnership or joint venture contract. Any existing written underlying partnership or joint venture contracts

must be included as part of the response. A cover letter may be used to satisfy the signature requirements. When a Proposer is a corporation, the authorized corporate officer signing the response must set out the corporate name in full beneath which said officer must sign his/her name and give title of his/her office. The response must also bear the seal of the corporation. Anyone signing the response as officer or other agent must file with it legal evidence of the authority to do so. Proposers who are or include corporations or limited partnerships must furnish a duly executed certificate of status from the Florida Department of State.

The person(s) signing the response must certify under oath on the attached Proposer Information/Certification Form (Attachment A) that is required to be included with any response submitted that the information contained in the response is true and accurate. Each Proposer understands that by submitting a response that the County will rely in part on such certification in selecting the short-listed firms/teams. Failure to submit the documents requested above with the proposal or within 24 hours of a request made by the County may be the basis for rejection of the response. The 24 hour window does not apply to the Proposer Information/Certification Form, but rather to the production of supporting documents specified in the first paragraph of this section, which include verification the signer has authority if the vendor is a corporation; copies of partnership or joint venture agreements; and/or an executed status form from the Department of State if the vendor is a partnership or corporation. Such documents must be effective as of the date of the response. When applicable, short-listed design-build entities will be required to show evidence of having filed with the State of Florida for registration of their design-build entity within fifteen (15) days of announcement of the short list.

PUBLIC INFORMATION

All responses presented to the County as a result of this solicitation, any and all information contained therein is considered public and may be reviewed by any persons interested in doing so as provided under Sections 119.071 and 255.0518, Florida Statutes.

All materials submitted in response to this solicitation ultimately become public record and shall be subject to inspection and copying as provided under Florida's public records laws. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words "Confidential Disclosure" and placed in a separate envelope marked as such shall be considered to qualify as Trade Secret Data. Any material to be treated as Trade Secret Data must include a justification for the request. The request will be reviewed and either approved or denied by the County. If denied, the Proposer shall have the opportunity to withdraw the entire response or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total response shall be considered confidential or proprietary. Any costs to preserve the Trade Secret data designation shall be the responsibility of the Proposer.

DEBARMENT

By submitting a response, the Proposer certifies that it is not currently debarred from submitting bids, proposals or other responses for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting such responses for contracts issued by any subdivision or agency of the State of Florida.

FAILURE TO PERFORM

In the event of failure of the Proposer to perform the services in accordance with the contract terms and conditions agreed upon, Pasco County may procure the services from other sources and hold the Proposer responsible for any resulting additional costs. A failure to perform will result in immediate termination of a resulting contract, and immediate disqualification and debarment from submitting bids or proposals to Pasco County for a maximum of five (5) years. These remedies shall be in addition to any other remedies that Pasco County may have available.

APPLICABLE LAW

The resulting contract shall be governed in all respects by the laws of the State of Florida, and any litigation with respect thereto shall be brought in the courts of Pasco County, Florida. The Consultant shall comply with all applicable Federal, State, and local laws and regulations. Lack of knowledge by the Proposer will in no way be a cause for relief from responsibility.

ASSIGNMENT

The successful Consultant shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, or delegate the duties hereunder without the prior written consent of the County.

COPYRIGHT

The successful Consultant shall irrevocably transfer, assign, set over, and convey to Pasco County all rights, title, and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to the resulting contract. The Consultant further agrees to execute such documents as Pasco County may request to affect such transfer or assignment. Further, the Consultant agrees that the rights granted to Pasco County by this paragraph are irrevocable. The Consultant's remedy in the event of termination of or dispute over any agreement entered into as a result of this Request for Proposal shall not include any right to rescind, terminate, or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of any agreement entered into as a result of this Request for Proposal shall have the effect of rescinding, termination, or otherwise invalidating the rights acquired pursuant to the provisions of this paragraph.

DEPARTMENT OF HOMELAND SECURITY'S IMAGE PROGRAM (E-VERIFY COMPLIANCE)

EFFECTIVE JANUARY 1, 2021, A CONTRACTOR OR CONSULTANT ENTERING INTO A CONTRACT WITH A PUBLIC ENTITY (SUCH AS THE COUNTY) IS REQUIRED TO BE REGISTERED WITH THE U.S. DEPT. OF HOMELAND SECURITY'S E-VERIFY SYSTEM AND TO UTILIZE IT TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES THROUGHOUT THE TERM OF THE CONTRACT. THE CONTRACTOR OR CONSULTANT SHALL ALSO BE REQUIRED TO OBTAIN AND RETAIN AFFIDAVITS FROM ALL SUBCONTRACTORS OR SUBCONSULTANTS UTILIZED DURING THE CONTRACT VERIFYING THAT THEY DO NOT EMPLOY, CONTRACT WITH, OR SUBCONTRACT WITH ANY UNAUTHORIZED ALIENS AS THAT TERM IS DEFINED IN 8 U.S.C.s. 1342a(h)(3). THE FAILURE TO COMPLY WITH THIS REQUIREMENT CONSTITUTES GROUNDS FOR TERMINATION OF THE CONTRACT AND FOR SUCH OTHER PENALTIES AS PROVIDED UNDER SECTION 448.095, FLA. STAT.

THE COUNTY RESERVES THE RIGHT TO REQUEST VERIFICATION OF COMPLIANCE FROM ITS CONSULTANTS AND CONTRACTORS DURING THE TERM OF ITS CONTRACT WITH THE COUNTY AND FOR A PERIOD OF UP TO FIVE (5) YEARS THEREAFTER. SHOULD A COUNTY RETAINED CONSULTANT, CONTRACTOR AND/OR ITS SUBCONSULTANT'S BE FOUND TO BE NON-COMPLIANT WITH E-VERIFY AS PART OF A FEDERAL AUDIT OR OTHER INQUIRY, THE CONSULTANT, CONTRACTOR AND/OR ITS SUBCONSULTANT(S) WILL BE SOLELY RESPONSIBLE FOR THE PAYMENT OF ANY FINES OR COSTS IMPOSED UPON THE COUNTY AS A RESULT OF SUCH NON-COMPLIANCE. COMPLIANCE WITH THIS SECTION IS MANDATORY FOR ALL PROJECTS.

State or Federal Funds Involved **N/A** (X if applicable or N/A if not applicable)

AUDIT COOPERATION REQUIREMENT FOR STATE FUNDED PROJECTS

In those instances where state funding is involved, the selected Consultant, and its subconsultant(s) must agree to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant Section 20.055 (5), Florida Statutes. By submitting a bid or response to this solicitation, the Consultant certifies that they understand and will comply with this subsection.

State Funds Involved: **N/A** (X if applicable, N/A if not applicable)

DRUG FREE WORKPLACE PROGRAM

Pursuant to Section 287.087, Florida Statutes, Proposers may certify in their response that they have implemented a drug free workplace program.

ETHICS IN PUBLIC PROCUREMENT

The resulting contract shall incorporate by reference, but shall not be limited to, the provisions of law contained in Chapter 112, Florida Statutes. 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 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 submit bids on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Additionally, a conviction of a public entity crime may form the basis for the rejection of a bid, offer, or proposal by the County, or for termination of a contract with the County. The County may make inquiries regarding alleged convictions of public entity crimes at any time. The unreasonable failure of a Proposer to promptly supply information in connection with any such inquiry shall be adequate grounds for rejection of a bid, offer, or proposal, or for termination of a contract.

By submitting a response the Proposer certifies that its submission was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer, or subcontractor in connection with this submission; and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of value.

INDEPENDENT CONSULTANT

The selected firm shall be considered to be an independent consultant and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The selected Consultant shall represent that it has, or will secure at its own expense, all personnel required in performing the services under the contract. Such employees shall not be employees of or have any individual contractual relationship with the County.

INSURANCE REQUIREMENTS

The Consultant shall not commence any work pursuant to a contract resulting from this solicitation ("contract") until satisfactory proof of all insurance required hereunder has been provided to and approved by the County. It shall be the responsibility of the Consultant to ensure that all Sub-Consultant(s) performing services pursuant to the contract comply with the insurance requirements of this provision. The Consultant shall furnish to the County certificate(s) of insurance in the form required by County and, if requested by the County, Consultant shall provide certified copies of all required insurance policies. The certificate(s) of insurance shall clearly indicate that the Consultant has obtained insurance of the type, amount, and classification required for strict compliance with the contract and that no reduction in coverage or in limits, suspension, or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. All certificate(s) of insurance shall be signed by a person authorized by that insurer to bind coverage on its behalf. Each insurance policy required by this contract shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, except after thirty (30) days prior written notice by certified mail (return receipt requested) has been given to the County to the attention of the Pasco County Risk Management Department, 7536 State Street, Suite 111, New Port Richey, Florida 34654. In the event any insurance coverage expires prior to the expiration of the contract, a renewal certificate shall be issued thirty (30) days prior to said expiration. Compliance with the foregoing requirements shall not relieve the Consultant of any liability and/or other obligations pursuant to the contract. Neither approval by the County, nor a failure to disapprove insurance certificates or policies furnished by the Consultant, shall release the Consultant from full responsibility of all liability or its obligations under the contract.

All insurance policies shall be issued by responsible companies authorized to do business under the laws of the State of Florida. Said insurance companies shall have an "A" policyholders' rating, have a financial rating of at least Class VIII in accordance with the most current Best Key Rating Guide, and shall be satisfactory to the County. Policies of insurance required by the contract shall be primary insurance and non-contributory with respect to the County, its officials, agents, or employees. Any insurance or self-insurance maintained by the County or its officials, agents, or employees, shall be in excess of the Consultant's insurance and shall not contribute with it. All policies of insurance required by the contract, except Workers' Compensation and Errors and Omissions Liability, shall specifically provide that Pasco County, Florida, a political subdivision of the State

of Florida, by and through its Board of County Commissioners and its officials, agents, or employees shall be "additional insureds" under the policy and listed as a certificate holder. The insurance coverage and limits provided herein are designed to meet the minimum requirements of the County.

Any deductibles or self-insured retentions must be declared and approved by the COUNTY and are the responsibility of the Consultant. The minimum kinds and limits of coverage to be carried by the Consultant throughout the Effective Period shall be as follows:

a. Workers' Compensation and Employer's Liability:

Coverage shall be for the statutory limits in compliance with the applicable State and Federal laws. The policy must include employer's liability with a limit of \$100,000.00 each accident. The insurer shall agree to waive all rights of subrogation against the COUNTY, its officials, agents, and employees. In case any employee is engaged in any hazardous work pursuant to this contract and is not protected under the Workers' Compensation statute, the Consultant and any subconsultant(s) shall provide for adequate insurance coverage to protect these employees.

b. Comprehensive General Liability:

Comprehensive general liability shall include premises and/or operations, products and/or completed operations, broad form of property damage, coverage, independent contractor, and contractual liability, and shall be written on an "occurrence basis."

Bodily injury and personal injury, including death:

\$1,000,000.00 each person
\$3,000,000.00 aggregate

Property damage:

\$1,000,000.00 each occurrence
\$3,000,000.00 aggregate

c. Comprehensive Automobile Liability:

Comprehensive automobile liability shall include owned vehicles, hired, and non-owned vehicles, and employees' non ownership.

Bodily injury and personal injury, including death:

\$1,000,000.00 combined single limit

Property damage:

\$1,000,000.00 combined single limit

d. Errors and Omissions Liability:

\$1,000,000.00 aggregate

Consultant shall maintain during the term of the contract standard professional liability insurance in the minimum amount of \$1,000,000.00 per occurrence.

Each insurance policy shall include the following conditions by endorsement to the policy:

1. Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of contractor.

2. The term "County" or "Pasco County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments, and Offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pasco County. Each policy shall require that thirty (30) days prior to expiration, cancellation, nonrenewal, or any material change in coverage or limits, a notice thereof shall be given to County by certified mail to: Pasco County Risk Management Department, 7536 State Street, New Port Richey, Florida 34654. Contractor shall also notify County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal, or material change in coverage received by said contractor from its insurer; and nothing contained herein shall absolve contractor of this requirement to provide notice.
3. Pasco County Board of County Commissioners shall be endorsed to the required policy or policies as an additional insured and shall be listed as a certificate holder.
4. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County to any such future coverage, or to County's self-insured retentions of whatever nature.
5. County hereby waives subrogation rights for loss or damage against the County.

LAW COMPLIANCE

Each party will comply with all applicable Federal, State and local laws, rules, regulations, and guidelines related to performance under the contract. In particular, the contractor/vendor/named party verifies and affirms that it is in compliance with 8 U.S.C., Sec. 1324, prohibiting the employment either directly or by contract, subcontract, or exchange of unauthorized aliens in the United States. The County will consider the employment of unauthorized aliens by any contractor/vendor/named party, during the term of the contract, a violation of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of the contract by the County.

NONAPPROPRIATION

All funds for payment by the County under the resulting contract are subject to the availability of an annual appropriation for this purpose by the County. In the event funds are not appropriated by the County for the subject services, the County will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year ending on September 30th or when the appropriation made for the then-current year for the services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Consultant on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this contract beyond the date of termination.

NON-DISCRIMINATION

During the performance of this Agreement, the CONSULTANT herein assures the COUNTY that said CONSULTANT is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and The Florida Civil Rights Act of 1992 in that the CONSULTANT does not on the grounds of race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against the employees of the CONSULTANT or its applicants for employment. The CONSULTANT understands and agrees that this Agreement is conditioned upon the veracity of this Statement of Assurance. Furthermore, the CONSULTANT herein assures the COUNTY that said CONSULTANT shall comply with Title VI of the Civil Rights Act of 1964 when any Federal grant is involved. Other applicable Federal and State laws, executive orders and regulations prohibiting the type of discrimination as hereinabove delineated are included by this reference thereto. This Statement of Assurance shall be interpreted to include Vietnam Era Veterans and Disabled Veterans within its protective range of applicability.

PRINCIPAL PERSONNEL

Principal or key personnel identified in the response may not be substituted without prior written approval of the County. Replacements for key personnel under contract must have equivalent professional qualifications and experience as those individuals listed in the response. Approval of substituted personnel will not be unreasonably withheld by the County.

CONTRACTOR'S PUBLIC RECORDS REQUIREMENTS

The successful Proposer is referred to in this Public Records provision as CONTRACTOR. CONTRACTOR shall comply with the requirements of Florida's Public Records Act, Chapter 119, Florida Statutes. To the extent required by Section 119.0701, Florida Statutes, CONTRACTOR shall (a) keep and maintain public records required by the County to perform the service under the contract; (b) upon request from the County's custodian of public records provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for under Florida's Public Records law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to the County; and (d) upon completion of the contract, transfer, at no cost to the County, all public records in possession of CONTRACTOR. Upon transfer, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. All documentation produced as part of this contract will become the property of the County. This paragraph shall survive the expiration or termination of the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (727) 847-8194, rranne@pascocountyfl.net, 7536 STATE STREET, 2ND FLOOR, New Port Richey, FL 34654.

Under Florida law, a Contractor who fails to provide the public records to the County within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes, and such non-compliance will constitute a breach of the contract and may serve as grounds for termination of the contract.

FAILURE TO ENFORCE

Failure by Pasco County at any time to enforce the provisions of the resulting contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of Pasco County to enforce any provision at any time in accordance with its terms.

RECOVERY OF MONEY

Whenever, under the contract, any sum of money shall be recoverable from or payable by the Consultant to the County, the same amount may be deducted from any sum due the Consultant under the contract or under any other contract between the Consultant and the County. The rights of the County are in addition and without prejudice to any other right the County may have to claim the amount of any loss or damage suffered by the County on account of the acts or omissions of the Consultant.

RIGHT TO AUDIT

The Consultant shall maintain such financial records and other records as they relate to the purchase of goods and services by the County from the successful Proposer selected. The Consultant shall retain these records for a period of three (3) years after final payment, or until they are audited by the County, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three (3) year period for examination, transcription, and audit by the County, its designees, or other authorized bodies.

TRUTH-IN-NEGOTIATION CERTIFICATION

By submitting a response, the Proposer certifies that the wage rates and costs used to determine the compensation provided for in a resulting contract will be accurate, complete and current as of the date of the resulting contract and no higher than those charged the Proposer's most favored customer(s) for the same or substantially similar services. The said rates and costs shall be adjusted to exclude any

significant sums should the County determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside consultants. The County may exercise its rights under this "certification" within one (1) year following final payment.

UNSATISFACTORY WORK

If, at any time during the contract term, the service performed or work done by the selected Consultant is considered by Pasco County to create a condition that threatens the health, safety, or welfare of the community, the Consultant shall, on being notified by Pasco County, immediately correct such deficient service or work. In the event the Consultant fails, after notice, to correct the deficient service or work immediately, Pasco County shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Consultant. Notwithstanding the above, Pasco County reserves the right to cancel a resulting contract, without cause, by giving thirty (30) days' prior written notice to the Consultant of the intention to cancel.

VENDORS LIST

Proposer must visit www.bidnetdirect.com to register as a vendor. Once registered, vendors will have the ability to view and download solicitations for the Pasco County Board of County Commissioners as well as other participating agencies throughout Florida.

LOCAL PREFERENCE

Under Sec. 2-111(a)(1) of Pasco County's Purchasing Ordinance, a business qualifies as "Local Business" if it meets the following requirements and is: a) a vendor, supplier, or contractor who does business in Pasco County by providing goods, services, or construction; and b) maintains a physical business address located within the jurisdictional limits of Pasco County in an area zoned for the conduct of such business; and c) at which location, which the vendor, supplier or contractor operates or performs business on a daily basis; and d) has for at least twelve (12) months prior to the bid or proposal opening date; and (e) provide a copy of their local business tax receipt along with its proposal. Post office boxes shall not be used for the purpose of establishing said physical address.

In the soliciting for, or the letting of contracts or procurement for services or qualification-based goods and services, the Board of County Commissioners may (unless otherwise prohibited by ordinance, state or federal law) give a preference to Local Businesses in making such purchases as described below:

In the case of request for proposals or 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 10 points in addition to their total combined evaluation points. Businesses located within Hillsborough, Pinellas, Polk, and Hernando Counties shall be assigned 5 points in addition to their total combined evaluation points. A Proposer claiming a preference due to a location in a neighboring County must include a valid tax receipt from such County with any proposal submitted to qualify for such preference. The justification for the application of a local preference to a particular Proposer, along with a copy of the Proposer's local business tax receipt, must be included as part of any Proposal submitted.

The preference provided in this section does not prohibit the right of the Board to compare the equality or fitness for the supply of services proposed for purchase and compare qualifications character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals nor prohibit the Board from giving any other preference permitted by law in addition to the preference authorized in this section.

PERFORMANCE EVALUATION

The County will complete a performance evaluation following the completion and/or expiration of the final contract awarded under this RFP. Performance Evaluations will be provided to the awardee for feedback. Performance Evaluations will be public record and used during reviews for future related awards. Sample Performance Evaluation forms can be found on <http://www.pascocountyfl.net/index.aspx?NID=692>.

END OF GENERAL PROVISIONS

STATEMENT OF WORK

1. INTRODUCTION

Experience Florida's Sports Coast, the destination management organization for Pasco County, is interested in retaining a public relations agency to facilitate and implement strategic public relations campaigns to promote Florida's Sports Coast (FSC) as an attractive, outdoor family destination on a State, National and International scale. To be considered for award, responses to this RFP must contain evidence of the Proposer's experience and abilities in the specified area and other disciplines directly related to the requested services.

2. GEOGRAPHIC TARGET MARKETS

2.1 Primary – Domestic

- 2.1.1 Pasco County residents, businesses, community leaders and Board of County Commissioners
- 2.1.2 Florida
- 2.1.3 United States: Northeast, Southeast and Midwest

2.2 Secondary -- International

- 2.2.1 Canada
- 2.2.2 South America
- 2.2.3 United Kingdom
- 2.2.4 Scandinavia

The selected agency will provide services until our fiscal year 2021 ends on September 30, 2022 with an option to renew for three (3) additional one (1) year periods. The selected agency must have offices in the Tampa Bay media market and is currently active in Florida's Travel & Tourism Industry.

3. FLORIDA'S SPORTS COAST OVERVIEW

FSC is the acting destination management organization for Pasco County and is a department within Pasco County's government, serving under the Public Services Branch. FSC primarily focuses on promoting three (3) main segments of tourism: sports, meetings/group travel Social, Military, Educational, Religious and Fraternal (S.M.E.R.F.) and leisure.

FSC and its contracted agencies must work together in creating public relations strategies and programs that are integrated with Experience Florida's Sports Coast marketing efforts and focused on accomplishing brand awareness and conversations. As the official Destination Marketing Organization (DMO) for Pasco County, Florida, FSC will be the client and will continue to lead the development of public and media relations strategies and campaigns. However, Florida's Sports Coast is the product. This is all about FSC, the destination's spirit, experiences and the people who visit, love, live and work here. Your work will be essential to the economic future and vitality of Florida's Sports Coast. The right partner will produce ideas that will help build passionate ambassadors around the destination and help people from all over the world believe there is no other destination experience like ours.

The Florida's Sports Coast DMO believes in accountability, transparency and leveraging FSC's tourism opportunities to increase media coverage in all feeder markets which will inspire visitation to the destination by all target personas. As a destination that is focused on where it's going rather than where it's been, creative PR methods are crucial to continue to help raise the brand awareness of the

destination in top feeder markets. Connectivity and knowing what's going on at all times with industry trends and FSC's competitive set is a given. Out of the box public relations strategies are necessary in the growth of this next generation of the DMO.

4. OUR OBJECTIVES

- 4.1 Continue to place emphasis on targeting and activating key visitor personas in key feeder markets through integrated partnerships, public relations plans, un-conventional promotions, brand engagement and story-telling.
- 4.2 Differentiate the three (3) travel segments of Florida's Sports Coast brand; better define, communicate and promote FSC's seasonal offerings, with a focus on seasonal activities, promotions and sports connecting visitors to curated experiences (mapped to segment and season).
- 4.3 Focus on the success of a number of high impact events and experiences within the Florida market.
- 4.4 Align our target personas with our brand strategies in order to grow and maintain Florida's Sports Coast share-of-voice within national and regional media as well as among social influencers to set the destination apart from competitors. (Note: FSC will share the visitor targets and feeder markets with those that submit the intent to bid document and once an agreement is signed.)

5. BRAND OVERVIEW

A destination for the adventurous, FSC offers thrill seekers and active travelers a diverse playground of bucket-list attractions and vibrant natural resources that evoke adrenaline driven vacations and inspire bleisure activities. Our state-of-the-art sports venues offer athletes the perfect home field advantage to tackle the next tournament or championship. Florida's Sports Coast is where people come to "vacation like champions".

6. TARGETED TRAVEL SEGMENT BY ACTIVITY

- 6.1 Key Sports: Beach & Indoor Volleyball, Basketball, Cheer, Lacrosse, Ice Hockey, Tennis, Golf, Pickleball, Soccer, Skeet and Trap Shooting just to name a few.
- 6.2 Key Meeting Planners: Meeting Professionals International (MPI), American Planning Association (APA), Florida Society of Association Executives (FSAE), USAE, American Society of Association Executives, Corporate Planners, Associations Planners, Corporate Event Marketing Association, Association of Collegiate Conference & Event Directors-International (ACCED-I) just to name a few.
- 6.3 Key Leisure Experiences: Skydiving, Aerial Obstacle Course, Wakeboarding, Hot Air Balloon Rides, Breweries, Hiking/Biking, Kayak/Canoeing/SUP, Birding/Wildlife, Shopping, Fishing/Scalloping, Anclote Key, State Park Exploration and Florida's first snow park, *SnowCat Ridge*.

7. SCOPE OF SERVICES

The selected agency will promote and position Experience Florida's Sports Coast as follows:

- 7.1 Public Relations Strategy- Coordinate with the Communications Manager to develop and implement public relations strategies that align with seasonal marketing campaigns. Tactics may include but not be limited to: Promotions Planning, PR/Event Planning, Media FAM Tours, Media Events/Blogger/OTA's Dinners, Integrated Marketing Strategies, etc. All aspects of the Public Relations strategy and implementation are subject to approval by the county.

- 7.2 Crisis Communication Management- Assist Experience Florida's Sports Coast with crisis management and communications (e.g. Crisis Management Planning, Response, etc.).
- 7.3 Community Advocacy Planning with talking points on becoming a Shared Community Value and execution of strategies that also includes development of Civic Pride within FSC's key municipalities.
- 7.4 Content Creation-press kit, press releases, blog posts, etc.
- 7.5 Media Relations- pitch Florida's Sports Coast to national, international, travel trade, local and travel publications as well as additional opportunities that fit the Florida's Sports Coast brand.
- 7.6 Special Events- press conferences & media tours.
- 7.7 Metrics, Budgets & Monitoring- provide monthly, quarterly and annual earned media reports as well as overall impressions, ROI of hosted media events and campaigns.

8. PUBLIC RELATIONS OVERVIEW

- 8.1 Utilize themes from marketing campaigns to increase brand awareness of Florida's Sports Coast.
- 8.2 Further segment and attract "Adventure Seekers", "Experience Seekers", "Family Travel" and "Bleisure" through targeted earned PR programs.
- 8.3 Leverage Florida's Sports Coast outdoor greenways, blueways and natural surroundings too capitalize on wellness trends and travel.
- 8.4 Increase awareness and desirability of intimate meeting venues within Florida's Sports Coast for promotion in meeting trade publications.
- 8.5 Emphasize Florida's Sports Coast unique niche markets such as Film and Sports, Special Events, Bucket List Adventures, Family Travel, Business Travel, Groups & Meetings.

9. MINIMUM REQUIREMENTS

- 9.1 Ability to show both previous and existing Travel & Tourism Industry Experience with Destination Marketing/Management Organization (DMO) and/or Convention Visitors Bureaus (CVB) with a minimum of 5 years of experience. Experience with Florida DMOs or CVBs is preferred.
- 9.2 Brand Management: Demonstrated ability to drive brand consistency through all public relations strategies and media partnerships. Please include examples of executed media campaigns, events and FAMs with ROI results or examples that include planning documents, research and placement.
- 9.3 Creative Thought Leadership & Execution: Non-traditional ideas and creative concepts with the ability to execute on them. Please include examples of PR campaigns and/or media campaigns development and what was the measurement of success.
- 9.4 Team Players: Experience in coordinating with multiple agency partners, BTA staff, industry partners to support overall messaging strategy
- 9.5 Strong Media Relationships: Entire team brings to the account a variety of personal media relationships.
- 9.6 Ability to show history of industry recognition, accolade and awards surrounding PR campaign concepts.
- 9.7 Experience attracting travel and social influencers and disseminating DMOs messaging to both national and international media markets.

All responses will be evaluated at the initial Evaluation Committee meeting. The Proposers shortlisted at this meeting may be required to give oral presentations to the Evaluation Committee on a date specified by the County.

The County reserves the right to begin negotiations with the top ranked Proposer after the evaluation phase is complete. The County also reserves the right to discontinue the negotiations with the top ranked Proposer and to begin negotiations with the next highest ranked Proposer and so on if a contract cannot be reached with the top ranked Proposer within thirty (30) days after such negotiations begin.

SCHEDULE	DATE/TIME
Issue Request for Proposal	5/11/2021
Deadline for Questions	5/21/2021
Proposal Submittal Due Date and Time	6/1/2021 @ 2:15 p.m.
Evaluation Committee Meeting (Public Meeting)	TBD
Shortlisted Proposers Oral Interview/ Presentations, If Necessary	TBD
Board Approval of Selection and Award (subject to change)	TBD

END OF STATEMENT OF WORK

RESPONSE FORMAT

The following information shall be submitted in all Proposer responses in the format as specified herein. Each proposal submitted will be evaluated impartially against the same set of criteria. Failure to submit the requested information in this format will result in a reduction. To ensure fair and equitable evaluation, proposals should not exceed fifty (50) single sided pages. Coversheets, tab pages, attachments and required forms will NOT count towards the total page limit. Proposals must be organized into the following separate sections:

TAB A: STATEMENT OF INTEREST AND INTRODUCTION

The responding Proposer shall provide a letter, on letterhead, not exceeding two (2) pages, which serves as a statement of interest and introduction to the submittal. The letter shall include a disclosure of any potential conflict of interest that your Proposal may have due to other clients, contracts or property interests in this project.

TAB B: PROJECT UNDERSTANDING AND APPROACH

Describe your understanding of the project scope and requirements necessary for proper completion of the work proposed. Provide a narrative explaining your approach and fully describe any work to be performed by the County and/or County staff.

TAB C: PROJECT TEAM AND PAST EXPERIENCE

List in detail the members of your project team and the expertise each will bring to the project. Explain the organizational structure of the company and any subsidiary companies comprising the Proposer's team.

Proposer shall provide a list of experience for the past five (5) years for work of similar size and scope. Experience beyond this requirement may be provided but does not guarantee additional points will be awarded. Information provided for each client shall include the following:

- Client name, project manager name, address, telephone number and email address.
- Description of project or services.
- Time period of the project or contract.

Failure to provide complete and accurate client information, as specified herein, may result in disqualification of your proposal.

TAB D: LOCATION AND WORKLOAD

Describe how the location of your project team may benefit the County as it specifically relates to the completion of the project.

Provide synopsis of the Proposer's current workload and how it will or will not affect the project. Provide a preliminary design and permitting schedule (timeline).

TAB E: QUALITY/COST CONTROLS

Describe steps you would propose to control the quality and cost of the project.

In the event of undesirable or unacceptable work product:

- What actions would you take to remedy these conditions in a timely manner?
- What steps will the Proposer take to ensure that the project is completed in a timely manner?
- Describe what steps the Proposer will take to provide cost effective design solutions.

TAB F: REQUIRED FORMS TO BE SUBMITTED WITH THE PROPOSAL

1. PROPOSER INFORMATION/CERTIFICATION FORM
2. ADDENDUM ACKNOWLEDGEMENT
3. PUBLIC ENTITY CRIMES AFFIDAVIT
4. AFFIDAVIT OF NON-COLLUSION AND OF NON-INTEREST OF PASCO COUNTY EMPLOYEES

NOTE: THE SELECTED VENDOR WILL ALSO BE REQUIRED TO PROVIDE ATTACHMENT 6 (VENDOR INFORMATION FORM/W-9) PRIOR TO BOARD AWARD OF THE CONTRACT.

TAB G: PRICING

Pricing will be evaluated and scored based on the best overall value for the scope of services requested under this solicitation.

- The Proposer should complete and provide the Pricing Form attached to this RFP.

NOTE: The County reserves the right to further negotiate fees with the selected Proposer.

END OF RESPONSE FORMAT

REVIEW AND ASSESSMENT

Proposers will be evaluated using the criteria and methodology set forth below. Proposers submitting a response to this solicitation may be required to give an oral presentation to County representatives to clarify or respond to additional questions relating to the proposals received. These questions are not the sole determining factor in the ranking criteria for oral presentations but rather are simply used to help clarify or provide any additional information needed related to the written proposals. The decision whether to have oral presentations will be made during the initial Evaluation Committee Meeting, unless otherwise indicated in the RFP. The County's request for an oral presentation shall in no way constitute acceptance of a proposal or imply that an agreement is pending. The County does specifically reserve the right to award a contract to provide the services specified herein based on the initial written proposals submitted without oral presentations. If no oral presentation is required, the recommendation for award will be based on the numerical score assigned to each proposal based on the criteria listed below. The highest numerical score of all of the Proposers, when all Evaluation Committee member scores are added together, will be the recommended first ranked Proposer. The second highest score will be the recommended second rank Proposer, and so on.

Should the Evaluation Committee elect to hear oral presentations, it has the discretion to create a shortlist of Proposers based on the numerical scores assigned to each proposal received and to request presentations from only the highest scored Proposers. The oral presentations may need to be scheduled within the 2 weeks after the Evaluation Meeting. The Proposer's Project Manager and any key team members specific to this Project must be present at the oral presentation, unless otherwise agreed to by the County. The County's request for an oral presentation shall in no way constitute acceptance of a proposal or imply that a contract is pending.

Should an oral presentation be requested, the numeric rankings based on the point system previously utilized by the Evaluation Committee on the written proposals will not be considered and the short-listed firms will all be evaluated anew based on a ranking system (not scoring) using the same criteria set forth in the RFP, with the exception of Tab A, Statement of Interest & Introduction. Where pricing is an additional evaluation factor, it will be added to the Evaluation Scoring/Ranking Sheet utilized by the Committee. The Proposer best meeting each criterion will receive either a 1, 2 or 3 ranking, with 1 being the highest ranking, and so on. The Proposer with the lowest cumulative score for all criteria will be ranked number 1 and so on, in consecutive numerical order for purposes of recommendation for award.

Under Florida's Government in the Sunshine Law, the initial Evaluation Committee Meeting is open for the public to attend. Participation, however, is limited to the committee members. If the Evaluation Committee elects to hear oral presentations, the subsequent Evaluation Committee Meetings at which such presentations are made are closed to the public under the Government in the Sunshine Law and only the presenting firm may attend and present. The Evaluation Committee's post oral presentation discussions where the proposals are ranked are open to the public.

The listed evaluation criteria will be utilized:

<u>CRITERIA</u>	<u>POINTS</u>
TAB A: Statement of Interest and Introduction	2
TAB B: Project Understanding and Approach	20
TAB C: Project Team and Past Experience	20
TAB D: Location and Workload	15
TAB E: Quality/Cost Controls	18
TAB G: Pricing	25

***Note: Proposers qualifying as “Local Businesses” under Section 2-111(a)(1) of the County’s Purchasing Ordinance shall be assigned 10 points in addition to their total combined evaluation points. Businesses located within Hillsborough, Pinellas, Polk, and Hernando Counties shall be assigned 5 points in addition to their total combined evaluation points. The justification for the application of a local preference to a particular party should be included as part of any response submitted or if omitted, be provided within three (3) business days from the date of the Purchasing Department’s request for such documentation in order to receive such preference points during the evaluation process.**

The Proposer may be required before the award of any contract to show to the complete satisfaction of Pasco County that it has the necessary facilities, ability and financial resources to provide the service specified therein in a satisfactory manner. The Proposer may also be required to give past work history and references in order to satisfy Pasco County with regard to the Proposer’s assigned personnel. Pasco County may make reasonable investigations deemed necessary and proper to determine the ability of the same to perform the work, and the Proposer shall furnish to the County all information for this purpose that may be requested. The County reserves the right to reject any response if the evidence submitted by, or investigation of the Proposer and assigned personnel fails to satisfy the County that such is (are) properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the Proposer’s response shall include:

1. The ability, capacity, skill, and financial resources to perform the work or provide the service required;
2. The ability of the Proposer and assigned personnel to perform the work or provide the service promptly or within the time specified, without delay or interference;
3. The character, integrity, reputation, judgment, experience, and efficiency of the Proposer; and
4. The quality of performance of previous contracts or services.

END OF REVIEW AND ASSESSMENT

PRICING FORM
RFP-RR-21-031
PUBLIC RELATIONS AGENCY TO PROMOTE FLORIDA'S SPORTS COAST

ITEM #	HOURLY RATE SCHEDULE POSITION	HOURLY RATE
1	Account Executive Rate	\$
2	Monthly Monitoring and Reporting	\$
3	Monthly Pitching to Targeted Media Markets	\$
4	Monthly TDC Presentations	\$
5	Familiarization (FAM) Tour/Media Event Hosting	\$
6	OTHER:	\$
OPTIONAL PRICING STRUCTURE		
7	Annual Lump Sum	\$
8	Annual Retainer – plus a Monthly Fee	\$ /Month

THE ABOVE RATES INCLUDE SALARY COSTS, FRINGE BENEFITS, OVERHEAD, OPERATING MARGIN & PROFIT. THEY DO NOT INCLUDE DIRECT EXPENSES.

***Attach Additional Pricing Sheets, if necessary.**

Authorized Signature

Address

Printed Name & Title

City, State, Zip Code

Company

Phone #

Date

Fax #

Federal ID # or SS #

ATTACHMENT 1

PROPOSER INFORMATION/CERTIFICATION FORM (MUST BE SUBMITTED WITH THE PROPOSAL AND FULLY EXECUTED)

1. Legal Name of Proposer. Indicate if the Proposer is a Corporation, Joint Venture, Partnership, etc.:

(This name must match the name on your current W9 Form. The W9 will be requested at the time of award.)

2. Name/title of contact person for the Proposer: _____

3. Local business and mailing address: _____

4. Primary business and mailing address: _____

5. Telephone number: (_____) _____ Fax: (_____) _____

The above-named Proposer affirms and declares:

- A. That the Proposer understands all requirements of this request and states that as a serious Proposer they will comply with all the stipulations included in this request.
- B. That the Proposer is of lawful age and that no other person, firm or corporation has any interest in this Proposal or in the contract proposed to be entered into except as expressly stated below:
- C. That this proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud except as expressly stated below:
- D. That the Proposer is not in arrears to the Pasco County Board of County Commissioners upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to the Pasco County Board of County Commissioners except as expressly stated below:
- E. That no officer or employee or person whose salary is payable in whole or in part from the COUNTY is, will be or become interested, directly or indirectly, surety or otherwise in this response; in the performance of the resulting contract; in the purchase of supplies, materials, equipment, work and/or labor to which they relate; or in any portion of the profits thereof.
- F. That the Proposer has received and carefully examined all Addenda issued prior to the opening/closing date indicated on the cover.
- G. That by submitting a response, the Proposer certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any subdivision or agency of the State of Florida.
- H. That pursuant to Section 287.087, Florida Statutes, Proposers understand that they may certify in their response that they have implemented a drug free workplace program. If two or more responses are deemed equal, preference will be given in the award process to the Proposer who has furnished such certification with their response.
- I. If claiming Local Vendor Preference, the Proposer certifies that they satisfy each of the following criteria at the time of their submission of a response to the solicitation necessary to qualify as a "Local Business": a) a vendor, supplier, or contractor who does business in Pasco County by providing goods, services, or construction; and b) maintains a physical business address located

within the jurisdictional limits of Pasco County in an area zoned for the conduct of such business; and c) which the vendor, supplier or contractor operates or performs business on a daily basis; and d) has for at least twelve (12) months prior to the bid or proposal opening date; and (e) a copy of their local business tax receipt or qualifies as a business in a neighboring county as listed in the County's Purchasing Ordinance. Post office boxes shall not be used for the purpose of establishing said physical address.

Please put an "X" in the applicable box or mark N/A

_____ Local Business located in Pasco County

_____ Business located within Hillsborough, Pinellas, Polk, or Hernando County

Note: If claiming Local Vendor Preference, a valid Local Business Tax Receipt must be provided at the time the response is submitted in order to qualify for such consideration.

J. By signing this Certification, I represent that I have the authority to bind the Proposer for contract purposes.

Exceptions to any Contract Provisions and Miscellaneous Declarations (attach additional sheets, if necessary):

IN WITNESS WHEREOF, this proposal is hereby signed and sealed as of the date indicated.

ATTEST:

PROPOSER:

Witness No. 1

BY: _____(SEAL)
(Authorized Signature in Ink)

Witness No. 2

(Printed name of Signatory)

(Printed Title of Signatory)

CORPORATE SEAL
(where appropriate)

(Signature Date)

NOTARY ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization on this _____ day of _____, 20____, by [as applicable, complete one of the choices below]:

FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] _____, who executed the foregoing instrument as [Title] _____ of [Corporation or Company Name] _____, a [check one] [] corporation [] limited liability company, organized under the laws of [State] _____, and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name]

FOR PARTNERSHIP:

[Name] Partner (or Agent), on behalf of [Name of Partnership]
 , a [State] partnership.

Said person is personally known to me or has produced _____ as identification on behalf of [Name, or Name of Corporation, Company, Partnership, Principal, as applicable]:

Signature of person taking acknowledgment

Name typed, printed or stamped

Title or rank

Serial number (if any)

ATTACHMENT 2

ADDENDUM ACKNOWLEDGEMENT

The undersigned acknowledges receipt of the following addenda to the (RFP No.) (Give number and date of each):

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

FAILURE TO SUBMIT ACKNOWLEDGEMENT OF ANY ADDENDUM THAT AFFECTS THE PROPOSAL IS CONSIDERED A MAJOR IRREGULARITY AND WILL BE CAUSE FOR REJECTION OF THE BID.

NAME OF BUSINESS

BY: _____
SIGNATURE

NAME & TITLE (type or print)

MAILING ADDRESS

CITY, STATE, ZIP CODE

(_____) _____
TELEPHONE NUMBER

EMAIL ADDRESS

DATE

ATTACHMENT 3

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087 (2017), hereby certify that,
(print or type name of firm) _____

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Workplace named above and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under proposal or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under proposal or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace program.
- "As a person authorized to sign this statement, I certify that the above-named business, firm or corporation complies fully with the requirements set forth herein".

Authorized Signature

Date Signed

This document must be completed and returned with your Proposal.

ATTACHMENT 4

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a),
FLORIDA STATUTES (2014), PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to

_____ County of Pasco _____

By _____
[print individual's name and title]

For _____
[print name of entity submitting sworn statement]

whose business address is _____

(if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement): _____.

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes (2017), means a violation of any public entity or with an agency or political subdivision of any other State or of the United States, including, but not limited to, any Proposal or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "*convicted*" or "*conviction*" as defined in Paragraph 287.133 (1)(b), Florida Statutes (2017), means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "*affiliate*" as defined in Paragraph 287.133 (1)(a), Florida Statutes (2017), means:
- a) A predecessor or successor of a person convicted of a public entity crime; or
 - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "*affiliate*" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
5. I understand that a "*person*" as defined in Paragraph 287.133(1)(e), Florida Statutes (2017), means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Proposals or applies to Proposal on Contracts for the provisions of goods or services let by a public entity, or which

otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement: [indicate which statement applies]

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list [attach a copy of the final order].

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31, OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT.

[signature]

[date]

NOTARY ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization on this _____ day of _____, 20____, by [as applicable, complete one of the choices below]:

FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] _____, who executed the foregoing instrument as [Title] _____ of [Corporation or Company Name] _____, a [check one] [] corporation [] limited liability company, organized under the laws of [State] _____, and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name]

FOR PARTNERSHIP:

[Name] Partner (or Agent), on behalf of [Name of Partnership]
 , a [State] partnership.

Said person is personally known to me or has produced _____ as identification on behalf of [Name, or Name of Corporation, Company, Partnership, Principal, as applicable]:

Signature of person taking acknowledgment

Name typed, printed or stamped

Title or rank

Serial number (if any)

This document must be completed and returned with your Proposal.

ATTACHMENT 5

**AFFIDAVIT OF NON-COLLUSION AND OF NON-INTEREST OF PASCO COUNTY
EMPLOYEES**

Certification that Vendor/Contractor affirms that the Bid/Proposal presented to the owner is made freely, and without any secret agreement to commit a fraudulent, deceitful, unlawful or wrongful act of collusion.

_____, * being first duly sworn, deposes and says that he (it) is the Vendor/Contractor in the above bid/proposal, that the only person or persons interested in said proposal are named therein; that no officer, employee or agent of the Pasco County BCC or of any other Vendor/Contractor is interested in said bid/proposal; and that affiant makes the above bid/proposal with no past or present collusion with any other person, firm or corporation.

Affiant

*NOTICE: State name of Vendor/Contractor followed by name of authorized individual (and title) that is signing as Affiant. If Vendor/Contractor is an individual, state name of Vendor/Contractor only.

NOTARY ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization on this _____ day of _____, 20____, by [as applicable, complete one of the choices below]:

FOR A CORPORATION OR LIMITED LIABILITY COMPANY:

[Name] _____, who executed the foregoing instrument as [Title] _____ of [Corporation or Company Name] _____, a [check one] [] corporation [] limited liability company, organized under the laws of [State] _____, and who severally and duly acknowledged the execution of such instrument as aforesaid on behalf of the corporation or limited liability company.

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

[Name]

FOR PARTNERSHIP:

[Name] Partner (or Agent), on behalf of [Name of Partnership]
 , a [State] partnership.

Said person is personally known to me or has produced _____ as identification on behalf of [Name, or Name of Corporation, Company, Partnership, Principal, as applicable]:

Signature of person taking acknowledgment

Name typed, printed or stamped

Title or rank

Serial number (if any)

This document must be completed and returned prior to contract award.
ATTACHMENT 6

VENDOR INFORMATION FORM

DATE: _____

***W-9 ATTACHED:** _____ **YES**

ATTACHMENTS: _____ **YES** _____ **NO**

VENDOR INFORMATION

New Vendor _____ Change Information _____ Update Vendor _____

***Vendor Name:** _____

DBA Name: _____
(If applicable/available)

FEIN/SSN Number: _____

Contact Addresses

***Accounts Payable address:** _____

***City/State/Zip Code:** _____

***Purchase Orders address:** _____

***City/State/Zip Code:** _____

Contact Name (if applicable): _____

Vendor Telephone: _____

***Vendor Email:** _____

(Purchase orders will be sent through email. If you wish not to include email, please let us know why.)

(*) – REQUIRED TO ENTER INTO TYLER MUNIS Internal Use Only:

Vendor MUNIS #: _____ **Date Entered:** _____