

REQUEST FOR PROPOSAL  
RFP-5078-25/LTT  
MEDIA SERVICES FOR SEMINOLE COUNTY  
TOURISM



1301 East Second St.  
Sanford, FL 32771

RELEASE DATE: July 10, 2025  
DEADLINE FOR QUESTIONS: August 1, 2025  
RESPONSE DEADLINE: August 13, 2025, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/seminolefl>

Seminole County  
RFP #RFP-5078-25/LTT  
Media Services for Seminole County Tourism

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Attachments:

- A - Insurance Requirements
- B - Sample Purchase Order
- C - Draft Term Contract

# 1. Introduction

## 1.1. Summary

Seminole County Economic Development and Tourism Division is seeking a qualified agency or individual to provide comprehensive digital and print media, advertising, public relations, social media, and communications services.

## 1.2. Background

Seminole County, located centrally between Orlando and Daytona Beach, packs a lot into its 344 square miles. It's home to seven municipalities, over 40 hotels, and key attractions like a 15-field Sports Complex, the Central Florida Zoo and Botanical Gardens, and more than 2,000 rivers and lakes. The county also features a growing food and beverage scene. Orlando North Seminole County Tourism, funded by a 5% county-wide tourist development tax on transient rentals, generated about \$6.8 million in net revenue during fiscal year 2023-2024.

## 1.3. Contact Information

### **Liduvina Torres**

Senior Procurement Analyst

1301 E. Second St

Sanford, FL 32771

Email: [ltorres@seminolecountyfl.gov](mailto:ltorres@seminolecountyfl.gov)

Phone: [\(407\) 665-7117](tel:(407)665-7117)

### **Department:**

Resource Management - Purchasing & Contracts

## 1.4. Timeline

|                                     |  |
|-------------------------------------|--|
| <b>Release Project Date</b>         | July 10, 2025  |
| <b>Question Submission Deadline</b> | August 1, 2025, 5:00pm   |
| <b>Proposal Submission Deadline</b> | <p>August 13, 2025, 2:00pm</p> <p>Attend bid opening Via TEAMS at<br/> <a href="https://teams.microsoft.com/join/19%3ameeting_ZWM3MTEwMDQtMDcwYj00MzYxLTk0NGYtMWY0OTk5MGI1N2Qy%40thread.v2/0?context=%7b%22Tid%22%3a%229d380a55-ed10-44b9-813b-b83cfe0e80d4%22%2c%22Oid%22%3a%22462f8932-cfb6-408b-89d3-e432396ca876%22%7d">https://teams.microsoft.com/join/19%3ameeting_ZWM3MTEwMDQtMDcwYj00MzYxLTk0NGYtMWY0OTk5MGI1N2Qy%40thread.v2/0?context=%7b%22Tid%22%3a%229d380a55-ed10-44b9-813b-b83cfe0e80d4%22%2c%22Oid%22%3a%22462f8932-cfb6-408b-89d3-e432396ca876%22%7d</a></p> |

## 2. Scope of Services

### 2.1. PROJECT DESCRIPTION

#### A. INTRODUCTION

Orlando North Seminole County (ONSC) Tourism, the official tourism division of Seminole County, is seeking a creative agency. Our objective is to continue building our successful new brand while establishing Orlando North as a premier sports and leisure destination. The selected firm will be integral partners, collaborating directly with the Orlando North Seminole County Tourism staff to provide a comprehensive array of services detailed in the subsequent sections.

#### B. LEISURE AND MEETINGS

The account management, artwork, layout, all media purchases, and design and all production expenses shall be included. The Agency is expected to develop and create requested collateral that will help promote and position ONSC Tourism as an appealing and attractive leisure and meetings destinations for visitors.

##### 1. **Leisure and Meetings Media and Advertising:**

The Agency will be expected to deliver a leisure and meetings branding strategy for ONSC Tourism. This strategy must stay consistent with ONSC branding. This plan should be supported by proper market research.

##### 2. **Media Plan:**

The Agency will be expected to develop, manage, and deploy an advertising and media plan to be presented to ONSC Tourism staff at the beginning of each fiscal year.

###### a. The annual media plan must include:

- Detailed strategies and anticipated media and advertising goals.
- Performance metrics detailing how these initiatives will be monitored and evaluated.
- Media and advertising recommendations for the Tourism office should be considered on an annual basis.
- A media plan that includes a paid media mix to include but not limited to print, digital and online. The Agency will be expected to negotiate all paid media placements on behalf of ONSC Tourism.
- An annual calendar of all paid media advertising initiatives with estimated media placement costs and deployment dates.

- Organize and manage webDAM Analytics Management System and assets.
- Cover all purchases for paid search.
- Develop and execute email campaigns and cover all costs associated with the email campaign including all purchased contact lists.

### **3. Email Newsletter Campaign:**

- a. The Agency will be responsible for the development and distribution of seven (7) leisure-focused email newsletters annually.
- b. These newsletters will promote key leisure tourism initiatives, destination experiences, events, and seasonal content while also including a featured section dedicated to a Sports Tourism highlight (e.g., upcoming tournaments, event recaps, venue spotlights, or team testimonials).
- c. The agency will be expected to:
  - Provide full-service execution: content development, layout/design, list procurement/maintenance, campaign deployment, and analytics.
  - Ensure mobile responsiveness, ADA compliance, and integration of UTM (Urchin Tracking Module) tracking for performance monitoring.
  - Align newsletter themes with seasonal promotions, marketing campaigns, and editorial calendars.
  - Provide Monthly analytics report: Open Rate, CTR, Bounce Rate, Unsubscribe Rate, Engagement with sports section (clicks, impressions)
  - Coordinate content approvals with ONSC staff prior to deployment.

### **4. Content Refresh:**

- a. The Agency will be required to execute and manage (2) seasonal mini shoots (Spring/Summer & Fall/Winter)
  - Each session to yield at a minimum: 100 edited photos, 20 short-form videos (ideal for paid ads and Reels), Drone footage (as needed)
  - Collaborate with staff to build an annual shot list for photos and videos.
    - Incorporate content refresh strategy to align with Seasonal Content Calendars

### **5. Influencer & Creator Program Management:**

- a. The Agency will be required to develop and manage Influencer/Creator campaign initiatives in collaboration with the ONSC team.

- b. Identify and engage creators/influencers for scheduled campaigns.
- c. Ensure deliverables align with campaign goals and audience engagement metrics.
- d. Manage contracting, approvals, and post-campaign reporting.
- e. Provide the following deliverables, in communication with the ONSC team, throughout each campaign:
  - Influencer recruitment list
  - Campaign briefs for creators
  - FTC-compliant contracts and disclosures
  - ROI Report (reach, impressions, engagement, conversions)

#### **6. Award Submissions:**

The Agency will be required to execute and manage the application and cover the costs of all award submissions.

#### **7. Reporting and Oversight:**

The Agency will be required to provide a monthly report that reflects all media and advertising initiatives. ONSC Tourism will have final approval of all media and public relations plans.

#### **8. Website:**

- a. Maintain the Orlando North Seminole County Tourism website, [www.DoOrlandoNorth.com](http://www.DoOrlandoNorth.com), the server, and all content.
- b. Make requested website changes and updates provided by Tourism staff within 24 business hours.
- c. Provide Tourism staff with a monthly Google Analytics report (sessions, users, page views). The Agency will give designated Tourism staff member(s) access to running reports and acquire digital analytics.
- d. Develop an annual website plan in an effort to constantly improve the website, increase traffic, Search Engine Optimization campaign, and continue to enhance the interactive experience for the customer.
- e. Maintain website booking applications.
- f. ONSC Tourism staff shall receive a copy of all lists purchased utilized by the Agency on behalf of Seminole County Tourism.

- g. Conduct research regarding overall website performance for functionality, visitation, and lead generation in order to recommend and implement ongoing improvements and changes to the website.
- h. Conduct a comprehensive review and “scrub” of [www.DoOrlandoNorth.com](http://www.DoOrlandoNorth.com) twice annually, upon the request of staff. Provide ongoing maintenance and routine updates.
- i. Renewal of all current domain names. List provided by Tourism Department. Equal to \$300.00.

**9. Website Goals (based on Google Analytics)**

Using the information below, please set the goals your agency is expected to obtain for the following Key Performance Indicators below. The goals set by the agency will be used as an indicator to review performance.

| Sessions | Pages Viewed | Duration | Bounce Rate |
|----------|--------------|----------|-------------|
|          |              |          |             |

**Orlando North Seminole County Website Metrics 2022-2024**

|        |         |        |         |         |        |         |
|--------|---------|--------|---------|---------|--------|---------|
| 22     | 75,496  | 35,299 | 103,739 | 67,326  | 46.76% | 1:16:00 |
| 24     | 213,840 | 70,311 | 301,954 | 192,604 | 32.88% | 0:55:00 |
| verage | 150,709 | 60,621 | 212,424 | 131,999 | 42.16% | 1:08:20 |

**10. Additional Expectations:**

- a. Attend all Tourist Development Council meetings. Prepare presentations reports for each meeting on behalf of ONSC staff. Prepare presentations and reports for other County meetings upon request.
- b. Participate in bi-weekly project meetings or conference calls with tourism staff. Bi-weekly tracking and status reports shall be provided to tourism staff 24 hours prior to regularly scheduled calls.

- c. Written estimates will be provided to tourism staff before costs are incurred. All out-of-pocket costs must be billed at net. Invoices will include a copy of the signed estimate and all vendor costs.
- d. It is the responsibility of the Agency to adhere to County policies and procedures with respect to invoicing and payment. All invoices for the budgeted fiscal year must be billed within the fiscal year the money has been allocated.
- e. Third-party services or contracts managed by the Agency on behalf of ONSC Tourism shall be supported by three (3) quotes and will be billed on a net basis. Quotes issued by third party services shall be submitted for ONSC Tourism approval prior to the selection of the proposer. The successful proposer shall not engage a third party to complete any services contemplated in the RFP without prior written consent from tourism staff.
- f. The Agency will set the proper expectations for deliverables and due dates.
- g. ONSC Tourism shall retain ownership and rights to media and advertising campaigns created by the Agency during the contract period, including all creative artwork, photographs, video, and other materials; Use of stock photography must be authorized by ONSC Tourism prior to use.

## **C. SPORTS**

The account management, artwork, layout, all media purchases, and design and all production expenses shall be included. The Agency is expected to develop and create requested collateral that will help further promote and position Orlando North Seminole County (ONSC) and its sports venues as appealing and attractive destinations for event organizers, coaches, teams, and families.

### **1. Sports Media and Advertising:**

The Agency will be expected to deliver a sports tourism branding strategy for ONSC Sports. This strategy must be consistent with ONSC Sports branding. This plan should be supported by proper market research.

### **2. Media Plan:**

- a. The Agency will be expected to develop, manage, and deploy a sports-specific advertising and media plan to be presented to ONSC Sports at the beginning of each fiscal year.
- b. The annual media plan must include:
  - Detailed strategies and anticipated media and advertising goals.

- Performance metrics specifying how these initiatives will be monitored and evaluated.
  - Media and advertising recommendations that the sports tourism staff will review on an annual basis.
  - A media plan that includes a variety of paid media placements, including but not limited to print, digital and online. The Agency will be expected to negotiate all paid media placements on behalf of ONSC Sports.
  - An annual calendar of all paid media advertising initiatives with estimated media placement costs and deployment dates.
  - Cover all purchases with regard to a paid search campaign.
  - Develop and execute a quarterly email campaign. Cover all costs associated with the email campaign including all purchased contact lists.
  - Execute the application and cover the costs of all award submissions.
- c. The Agency will be required to provide a monthly report that reflects all media and advertising initiatives.
- d. ONSC Sports will have final approval of all media and public relations plans.
- 3. Website:**
- a. Maintain the Orlando North Seminole County Sports website, [www.PlayOrlandoNorth.com](http://www.PlayOrlandoNorth.com), the server, and all content.
  - b. Make requested website changes and updates provided by Sports Tourism staff within 24 business hours.
  - c. Provide Sports Tourism staff with a monthly Google Analytics report (sessions, users, page views). The Agency will give designated Tourism staff member(s) access to run reports and acquire digital analytics.
  - d. Develop an annual website plan in an effort to constantly improve the website, increase traffic, and continue to enhance the interactive experience for the customer.
  - e. Maintain website booking applications.
  - f. ONSC Sports shall receive a copy of all purchased lists utilized by the Agency on behalf of Seminole County Sports Tourism.
  - g. Conduct a comprehensive review and “scrub” of [www.PlayOrlandoNorth.com](http://www.PlayOrlandoNorth.com) twice annually.

**4. Additional Expectations:**

- a. Attend all Tourist Development Council meetings and prepare presentations for each meeting. Prepare presentations and reports for other County meetings upon request.
- b. Participate in bi-weekly project meetings or conference calls with sports tourism staff. Bi-weekly tracking and status reports shall be provided to tourism staff 24 hours prior to regularly scheduled calls.
- c. Written estimates will be provided to sports tourism staff before costs are incurred. All out of pocket costs must be billed at net. The invoices will include a copy of the signed estimate and all vendor costs.
- d. It is the responsibility of the Agency to adhere to County policies and procedures with respect to invoicing and payment. All invoices for the budgeted fiscal year must be billed within the year the money has been allocated.
- e. Third party services or contracts managed by the Agency on behalf of ONSC Sports shall be supported by three (3) quotes and will be billed on a net basis. Quotes issued by third party services shall be submitted for ONSC Sports approval prior to the selection of the proposer. The successful proposer shall not engage a third party to complete any services contemplated in the RFP without prior written consent from tourism staff.
- f. The Agency will set the proper expectations for deliverables and due dates.
- g. ONSC Sports shall retain ownership and rights to media and advertising campaign(s) created by the Agency during the contract period, including all creative artwork, video, and other materials.
- h. Use of stock photography must be authorized by ONSC Sports prior to use.

### 3. Instructions to Proposers

#### 3.1. Contact

All prospective Proposers are hereby instructed not to contact any member of the Seminole County Board of County Commissioners, the County Manager or Deputy Manager, or any Seminole County Staff members other than the noted Purchasing & Contracts Division (herein referred to as 'PCD') Contact Person, Liduvina Torres, regarding this RFP or their written proposal at any time prior to the posting on the COUNTY'S Website of the recommendation and intent to award by County staff for this project. Any such contact shall be cause for rejection of your proposal. Interpretation of this clause will be solely at the discretion of the COUNTY.

#### 3.2. Pre-Proposal Conference

There will not be a Pre-Proposal Conference for this RFP.

#### 3.3. Public Opening

Electronic submittals shall be received by PCD online in accordance with the instructions in this solicitation documents, unless otherwise revised via posted Addenda. Persons with disabilities needing assistance to participate in the Public Opening should call the noted PCD Contact Person at least forty-eight (48) hours in advance of the Public Opening at (407) 665-7117. The Public Opening via ZOOM

<https://us06web.zoom.us/j/84499184101?pwd=UVhDbk9IS3lnZkZUMW9WV01vWlp3UT09/>  
Meeting ID: 844 9918 4101 / Passcode: 760550

#### 3.4. Delays

The COUNTY, at its sole discretion, may delay the scheduled due date and time for submission, if it is to the advantage of the COUNTY to do so. The COUNTY will post all changes in the scheduled due date and time for submission by written addendum posted to the COUNTY's Website: (<https://secure.procurenw.com/portal/seminolefl>)

#### 3.5. Proposal Submission and Withdrawal

The COUNTY will accept submittals electronically via the COUNTY's e-Procurement Portal until 2:00 pm on Wednesday, August 13, 2025. Proposals received after the scheduled due date and time for submission shall not be considered. Proposals submitted in any other format other than via the COUNTY'S e-Procurement Portal, including but not limited to, hard copy (mailed or hand delivered), facsimile, or emailed submittals, will not be accepted, nor considered. The scheduled due date and time for submission will be scrupulously observed. Companies shall register on the COUNTY'S e-Procurement Portal. Once registered, Companies may view and click "Follow" to be a prospective Proposer for this solicitation and will appear on the Follower's list. Proposers that fail to Follow this project will not receive automatic addenda notifications, nor will they be able to draft a response in the COUNTY'S e-Procurement Portal, and therefore will be unable to participate or be considered for this RFP. If a Proposer encounters technical difficulties using the COUNTY'S e-Procurement Portal, or needs assistance using the Portal, Proposers may access the Help Center for [vendor training](#) guides provided by OpenGov-Procurement, the Software Administrator. Proposers may also contact the Software Administrator using the real-

time chat function on the COUNTY'S e-Procurement Portal (located in lower right-hand corner of the screen), or via email at support@procurenw.com for support.

The COUNTY will not be responsible for untimely submissions due to personal or company internet or hardware limitations, settings or restrictions, internet speed, power outage, network connection, or use of a malfunctioning electronic device, or the like, neither the COUNTY, nor the Software Administrator, will be held responsible. Proposers shall be solely responsible for ensuring the capability of their computer system while responding to this solicitation, and for the stability of their internet service. Uploading large documents may take significant time depending on the size of the file(s) and the Internet connection speed that the Proposer is using to submit a response. Failure of the Proposer to successfully submit an electronic proposal before the deadline indicated herein shall be at the Proposer's sole risk, and no relief will be given for late and/or improperly submitted proposals. Once file(s) have been uploaded and the Submission Status shows as "Submitted" the submission is complete. At that point, the Proposer will also receive an email confirmation from the COUNTY's e-Procurement Portal. Telephone confirmation of timely receipt of any submittal should be made by calling (407) 665-7117, before the 2:00 pm deadline.

The Proposer is required to submit **ONE (1) ELECTRONIC FORMATTED** file of their complete written submittal.

Proposers may withdraw their submittal electronically via the COUNTY'S e-Procurement Portal at any time prior to the scheduled due date and time for submission.

### 3.6. [Inquiries](#)

All Proposers should carefully examine the RFP documents. Any ambiguities or inconsistencies shall be brought to the attention of PCD Contact Person in writing **via the Q&A tab** in the COUNTY'S e-Procurement Portal prior to the scheduled due date and time for submission. Failure to do so, on the part of the Proposer, shall constitute an acceptance by the Proposer of any subsequent decision made by the COUNTY. Any questions concerning the intent, meaning and interpretations of the RFP documents **including the attached Draft Agreement**, shall be requested in writing, and **received** no later than 5:00 pm on Friday, August 1, 2025. Written requests shall be submitted via the COUNTY'S e-Procurement Portal. The COUNTY will not be responsible for oral instructions made by employees of the COUNTY or its authorized representatives in regard to this RFP. If the Q&A deadline has passed, a Proposer may contact the COUNTY directly if necessary at ltorres@seminolecountyfl.gov. The COUNTY reserves the right to reject any questions sent after the Q&A deadline.

### 3.7. [Addenda](#)

Should revisions to the RFP documents become necessary, the COUNTY will post Addenda information on the COUNTY's e-Procurement Portal. The COUNTY's e-Procurement Portal will issue an automated email notification to all "Followers" on the RFP's Followers list. All Proposers should check the COUNTY's Website or notify Liduvina Torres to verify information regarding Addenda. Failure to do so may result in rejection of the Proposer's submitted proposal and a determination as "Non-Responsive". By execution of the Formal Notice for this RFP, the Proposer acknowledges receipt of all Addenda issued under this solicitation. Addenda information will be posted on the COUNTY's Website

(<https://secure.procurenow.com/portal/seminolefl>). It is the sole responsibility of the Proposer to ensure that they obtain information related to any Addenda.

### 3.8. Selection Process and Award

Proposals will be reviewed by the COUNTY Evaluation Committee in accordance with the evaluation criteria set forth in the RFP documents. The COUNTY reserves the right to conduct interviews and require presentations of any or all Proposers prior to selection. The COUNTY will not be liable for any costs incurred by the Proposer in connection with such presentations. Should oral presentations for this RFP be required by the COUNTY, the evaluation criteria and weights shall be used to short-list the Proposers. The County will award a contract based on the proposal that best meets the County's requirements. The Proposer understands that this RFP does not constitute an agreement or a contract with the Proposer. The COUNTY reserves the right to reject all bids/proposals, make multiple awards (award to more than one vendor), make a partial award, to waive formalities, to re-solicit and advertise for new bids/proposals, or to cancel the project in its entirety.

### 3.9. Proposal Preparation Costs

Neither the COUNTY nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of this RFP.

### 3.10. Accuracy of Proposal Information

By submission of a proposal, Proposer acknowledges that they have carefully examined the Request for Proposal documents and agrees to furnish the services specified in the solicitation at the prices, rates or discounts as proposed. Proposers agree that their proposal will remain firm for a period of up to one hundred twenty (120) days in order to allow the County adequate time to evaluate the submittals.

By submission of a proposal, Proposer agrees to abide by all conditions of this proposal and understands that a background investigation may be conducted by the Seminole County Sheriff's Department prior to award. Proposer certifies that all information contained in their proposal is truthful to the best of their knowledge and belief. Proposer further certifies that they are duly authorized to submit this proposal on behalf of the vendor/Proposer as its act and deed and that the vendor/Proposer is ready, willing and able to perform if selected.

### 3.11. Insurance

A misstatement or omission of a material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the Proposer's submitted proposal and rescission of any ensuing Award Agreement.

**The COUNTY recommends that all Proposers review the insurance requirements listed within the Draft Agreement with their insurance carriers. A copy of the insurance certificate shall be furnished to the COUNTY prior to the final execution of the COUNTY's Award Agreement. The COUNTY reserves the right to reject the award to any Proposer that fails to provide the insurance as required within the COUNTY's Award Agreement.**

### 3.12. Licenses

Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the State of Florida at the time of submittal under this RFP. Failure of the Proposer to be fully licensed and certified, may result in rejection of the Proposer's submitted proposal and a determination as "Non-Responsive". Any permits, licenses, or fees required shall be the responsibility of the Proposer. No separate or additional payment will be made for these costs. Adherence to all applicable code regulations, Federal, State, County, City, etc., is the responsibility of the Proposer.

### 3.13. Posting of the RFP's Recommendation and Intent to Award

The recommendation and intent to award for this RFP will be posted on the COUNTY's Website (<https://secure.procurenow.com/portal/seminolefl>). Failure to file a protest with the COUNTY's Purchasing & Contracts Manager within the time prescribed in the COUNTY's Purchasing Code, Policies and Procedures shall constitute a waiver of proceedings.

### 3.14. Public Records

Upon recommendation and intent to award this RFP as posted to the COUNTY's website or thirty (30) calendar days after closing, proposals are considered "public records" and shall be subject to the public disclosure regulations consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in their response to the solicitation and must identify the data or other materials to be protected by uploading any information deemed confidential separately under "Confidential Files," and must state the reasons why such exclusion from public disclosure is necessary pursuant to the COUNTY's, "Compliance With Public Records Law" Form, which is required as part of the RFP documents. Ownership of all data, material, and documentation originated and prepared for the County pursuant to the RFP shall belong exclusively to the County and be subject to public inspection in accordance with the Public Records Law. Trade secrets or proprietary information submitted by a Proposer shall not be subject to public disclosure under the Public Records Law; however, the Proposer must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

### 3.15. Prohibition Against Contingent Fees

It shall be unethical for any person to be retained, or to retain any company or person, other than a bonafide employee working solely for the Proposer to solicit or secure the Award Agreement for this RFP, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working solely for the Proposer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Award Agreement. For the breach or violation of this provision, the COUNTY shall have the right to terminate the Award Agreement at its sole discretion, without liability and to deduct from the Award Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

### 3.16. Rejection/Disqualification

The COUNTY reserves the right to reject the proposal of any Proposer who has failed to perform, in a timely manner, the scope of services of a previously awarded agreement. The

COUNTY reserves the right to inspect all facilities of Proposers in order to make a determination as to the available resources to perform properly under this award. The COUNTY reserves the right to waive any irregularities, informalities, and technicalities and may, at its discretion, issue a re-procurement. More than one (1) proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one proposal submittal will be cause for rejection of all proposals in which such Proposers are believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists between Proposers. Proposals in which the prices obviously are unbalanced will be subject to rejection.

### 3.17. Purchasing Code

Seminole County Code Chapter 220 (Purchasing Code), Administrative Code Section 3.55 (Purchasing Policy), and County Manager Policies apply to this RFP in their entirety.

### 3.18. Affirmation

By submission of a proposal, the Proposer affirms that their proposal is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment or services, and is in all respects fair and without collusion or fraud. **The Proposer agrees to abide by all conditions of this RFP and the resulting Award Agreement as prepared by Seminole County.**

### 3.19. Governmental Restrictions

In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the Proposer to notify the Purchasing and Contracts Division at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The County reserves the right to accept such alteration or to cancel the contract or order at no further expense to the County.

### 3.20. Advertising

In submitting a proposal, Proposer agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval of the County Manager's Office.

### 3.21. Patents and Royalties

Unless otherwise provided, the Proposer shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of the contract resulting from this PS. The Proposer, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the Proposer. In the event of any claim against the County of copyright or patent infringement, the County shall promptly provide written notification to the Proposer. If such a claim is made, the Consultant shall use its best efforts to promptly purchase for the County the legitimate version of any infringing products or services or procure a license from the patent or

copyright holder at no cost to County that will allow continued use of the service or product. If none of the alternatives are reasonably available, the County agrees to return the article on request to the Proposer and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

### 3.22. Drug-Free Workplace Compliance

Proposer shall comply with Section 287.087, Florida Statutes, and failure to comply shall result in rejection/disqualification of the proposal and all agreements as a result of this solicitation.

### 3.23. Public Entity Crime

Any Person or affiliate, as defined in Section 287.133, Florida Statutes, shall not be allowed to contract with the COUNTY, nor be allowed to enter into a subcontract for Work on this Project, if such a person or affiliate has been convicted of a public entity crime within three (3) years from the date this Project was advertised for Proposal, or if such person or affiliate was listed on the State's convicted vendor list, within three (3) years of the date this Project was advertised, whichever time period is greater. A public entity crime means a violation of any state or federal law with respect to and directly related to the transaction of business with any public entity or agency (federal, state or local), including but not limited to, any contract for the construction or repair of a public building or public work involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, forgery, falsification of records, receiving stolen property or material misrepresentation. Any Agreement with the COUNTY obtained in violation of this Section shall be subject to termination for cause. A sub-contractor who obtains a subcontract in violation of this Section shall be removed from the Project and promptly replaced by a sub-contractor acceptable to the COUNTY.

### 3.24. Proprietary/Restrictive Specifications

Proposers who feel the specifications contained herein are proprietary or restrictive in nature, thus potentially resulting in reduced competition, must notify the Purchasing and Contracts Division of their rejection upon receipt of this Request for Proposals and prior to the due date.

### 3.25. Payment Terms/Discounts

The County's payment terms are in accordance with Section 218, Part VII, Florida Statutes, Florida Prompt Payment Act. Cash discounts for prompt payment shall not be considered in determining the lowest net cost for evaluation purposes.

### 3.26. Additional Terms and Conditions

Unless expressly accepted by the County, only the terms and conditions in this document and Award Agreement shall apply. Any and all additional terms and conditions shall have no force and effect, and are inapplicable to this proposal if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or special conditions in these RFP documents and any Addenda issued under this solicitation are the only conditions applicable to this proposal and the Proposer's authorized signature on the Proposal Response Form attests to this.

### 3.27. Price Redeterminations

1. During the Renewal Term: Petitions for price redeterminations must be made at the time of County's notification to the Contractor of the renewal period. Any such petition must be made pursuant to the provisions of this Section and only for those price redetermination categories specified herein. Unless otherwise expressly set forth in this document, no other price redeterminations will be allowed. All price redeterminations will be approved by a duly executed amendment to the Contract to reflect the new prices for the renewal term.

2. Outside the Renewal Term: Petitions for price redeterminations must be made within thirty (30) days of the anniversary date of the Contract. Any such petition must be made pursuant to the provisions of this Section and only for those price redetermination categories specified herein. Unless otherwise expressly set forth in this document, no other price redeterminations will be allowed. All price redeterminations will be approved by a duly executed amendment to the Contract.

**BASIS FOR PRICE REDETERMINATIONS.** The Contractor may petition the Purchasing and Contracts Division for price redetermination based on the increased costs of wages, fuel, or materials. Price redeterminations will be based solely upon changes in pricing or costs documented by either the Employment Cost Index (ECI) or Producer Price Index (PPI), whichever is applicable, as published by the Bureau of Labor Statistics. The base index number for the ECI will be for the quarter in which the solicitation opens. The base index number for the PPI will be for the month the solicitation opens. Any subsequent price redeterminations will use the last price redetermination approved for that price redetermination category as the "base index number." The County shall have the right to audit the Contractor's records, including, but not limited to, payroll, materials, and fuel cost records, to verify or otherwise investigate the validity of any price redetermination request.

**WAGE PRICE REDETERMINATION.** When requesting a price redetermination based upon an increase in wage costs, the Contractor shall refer to and utilize the Pay & Benefits, Employment Cost Index, Private Industry, Compensation as prepared by the Bureau of Labor Statistics in the U.S. Department of Labor available at [www.bls.gov](http://www.bls.gov).

**MINIMUM WAGE PRICE REDETERMINATION.** If the minimum wage increases during the term of the Contract, including any renewal or extension period thereunder, the Contractor may petition the Purchasing and Contracts Division for price redetermination for those job categories where the pay to the Contractor's employee(s) is the current minimum wage. Upon verification of the information provided, the County will grant an increase of exactly the amount of the minimum wage increase (not the percentage increase). The Contractor must increase the pay to the employee(s) by the amount the Contractor has requested, which shall not exceed the amount of the minimum wage increase. The amount paid to the Contractor will be the increase plus any written and documented increase in FICA, Medicare, and Workers' Compensation insurance. The Contractor must supply written documentation of any other increase that is beyond the scope and control of the Contractor. All written documentation must satisfy the reasonable expectations of the Purchasing and Contracts Division.

- Example: Minimum wage increases from \$7.31 to \$7.56 per hour. The Contractor may petition for an increase of \$0.25 per hour to be paid to the affected employee(s) and shall provide

written and documented cost increases for FICA, Medicare and Workers' Compensation. The resulting increase in costs shall be incorporated into fees/rates billed to the County.

If the Contractor bills the County at a higher price according to any price redetermination granted by the County, and the Contractor fails to increase the hourly rate paid to the employee for the same period, the Contractor will be considered in Contract default and the Contract will be immediately terminated.

**FUEL PRICE REDETERMINATION.** If and when the price of fuel increases by a minimum of ten (10%) percent, the Contractor may petition the Purchasing and Contracts Division for a fuel price redetermination. As a condition of petitioning for a fuel price increase, the Contractor shall be required to petition for a fuel price redetermination decrease if and when the price of fuel decreases by a minimum of ten (10%) percent. Failure to make such petition may be grounds for Contract termination and shall entitle the County to a refund of the cumulative increase in pay to the Contractor due to any prior fuel price redetermination increase(s). Fuel price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the commodity "Gasoline - WPU057".

**MATERIALS PRICE REDETERMINATION.** At the anniversary date of the Agreement, the Contractor may petition the Purchasing and Contracts Division for a materials price redetermination. As a condition of petitioning for a materials price increase, the Contractor shall be required to petition for a materials price redetermination decrease if/when the price of materials used by the Contractor in connection with the Contract decreases. Failure to make such petition may be grounds for Contract termination and shall entitle the County to a refund of the cumulative increase in pay to the Contractor due to any prior materials price redetermination increase(s). Materials price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) under Inflation & Prices, Industry Data, Construction Machinery Mfg. PCU 333120333120, as published by the Bureau of Labor Statistics.

**PRICE REDETERMINATION CALCULATION.** All Price Redeterminations shall be calculated as follows:

Example: Contractor indicated on the Submittal Form that fourteen percent (14%) of the cost to provide the product/service is directly attributed to the redetermination category (wages, fuel, or materials).

PPI in the month the solicitation closed was 158.73 264.52

Current PPI is 264.52 -158.73

=105.79

105.79 divided by 158.73 = .666%

The unit cost of the service is \$100.00

14% of \$100.00 = \$14.00

\$14.00 x .666 = \$9.32

The New Unit Price for the service is \$109.32 (\$100.00 + \$9.32)

### 3.28. Expiration Upon Failure to Agree to Price Redetermination

If the County and the Contractor cannot agree to a price redetermination pursuant to the terms and conditions of this Section, then the Contract will automatically expire without penalty or further expense to either party after a period of six (6) months following the Contractor's initial request for such price redetermination.

Requests for price redeterminations not made in accordance with the provisions of this Section shall be deemed null and void and shall not be a valid reason or pretext for expiration or termination of the Contract. If the contract expires pursuant to the terms and conditions of this Section, the County reserves the right, at no expense, penalty, or consequence to the County, to award any remaining tasks thereunder to the next available most responsive and responsible Contractor.

### 3.29. Quantities

Seminole County will not be held to any maximum or minimum purchase quantities as a result of this solicitation and/or resulting contract. Seminole County reserves the right to purchase any; all, or none, of its requirements from vendors awarded a contract as a result of this solicitation. All quantities as shown are approximate and no guarantee is made. Except as this contract may otherwise provide, if the County's requirements do not result in orders in the quantities described as "estimated" in the contract's price schedule, that fact shall not constitute the basis for an equitable adjustment.

### 3.30. Purchasing Agreements with Other Government Agencies

All Applicants submitting a response to this solicitation agree that such response also constitutes a submittal to all governmental agencies within the State of Florida, under the same conditions, for the same contract price, and for the same effective period as this proposal, should the Applicant feels it is in their best interest to do so. Each governmental agency desiring to accept these submittals, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this solicitation. This agreement in no way restricts or interferes with the right of any governmental agency to re-solicit any or all items.

## 4. Instructions for the preparation of Submittals

The Proposer is expected to completely analyze the information contained in this Request for Proposals (RFP) as guidance for the preparation of their written proposal. The Proposer's written proposal should be specific, detailed, and complete in order to clearly and fully demonstrate the Proposer's understanding of the proposed work requirements, and it should include a logical plan to accomplish the task(s) under the proposed scope of work.

The Proposer(s) warrants its response to this Request for Proposals to be fully disclosed and correct. The firm must submit a proposal complying with this request for proposals, and the information, documents and material submitted in the proposal must be complete and accurate in all material aspects. The proposals shall include all of the information solicited in this RFP and any additional data that the Proposer deems pertinent to the understanding and evaluation of the proposal. Proposals must be organized and sections tabbed in the order noted below. The Proposer shall not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration since oral presentations or demonstrations are at the option of the County. Marketing materials shall not be included as documentation of Proposer's ability to provide services required. Compliance with all requirements will be solely the responsibility of the Proposer and failure to provide requested information may result in disqualification of response.

### 4.1. Type of Business\*

- Corporation
- Joint Venture
- Partnership
- Proprietorship

\*Response required

### 4.2. Type in your Legal Entity Name Here.\*

This name will be verified against the Secretary of State website.

\*Response required

### 4.3. Federal Employer ID Number (FEIN)\*

\*Response required

### 4.4. Incorporated in the State of \_\_\_\_\_.\*

Ex.) Florida

\*Response required

### 4.5. List of Principals\*

\*Response required

### 4.6. Upload evidence of authority to do business in the State of Florida.\*

Acceptable form of evidence includes Secretary of State download, or Certificate of Status.

\*Response required

#### 4.7. Proposal Content\*

**WARNING: DO NOT UPLOAD CONFIDENTIAL INFORMATION HERE.**

- A. Letter of Transmittal: This letter will summarize in a brief and concise manner, the Proposer's understanding of the scope of work and make a positive commitment to perform the work in a timely manner. The letter should name all of the persons authorized to make representations for the Proposer, including the titles, addresses and telephone numbers of such persons. An authorized agent of the Proposer must sign the Letter of Transmittal indicating the agent's title or authority. This letter should also serve as acknowledgement by the Proposer that the contents of the submittal are true and accurate, and that the requirements of this RFP can be met, including but not limited to, insurance, bonding and licensing requirements. Further, the Proposer acknowledges their intent to execute an Agreement with the COUNTY.
- B. STATEMENT OF QUALIFICATIONS/PERSONNEL: Each proposal shall include a statement of the contractor's qualifications that includes:
1. A description of the contractor's experience with similar work, including references for at least **three (3)** existing or past clientele. Use "Similar Project Experience" form. The County intends to conduct reference checks of those clients. These checks will be designed to validate the company's performance, ascertain the difference (if any) between expectations and delivery, and determine overall satisfaction with the company's services.
- C. PROJECT UNDERSTANDING AND APPROACH: Each proposal shall include a statement detailing the contractor's understanding of, and planned approach to, the services contemplated in the Scope of Services section of this document. This statement shall include the following:
1. A description of contractor's understanding of the Scope of Services and how contractor will approach work.
- D. PRICE PROPOSAL: Proposer must submit costs inclusive of all direct and indirect components, services, insurance, coordination and incidentals necessary for the performance of the services.
1. If the solicitation includes a Price Proposal Form, you must use only the provided form to submit your costs. All required information on the form must be filled out completely. Please be aware that any Price Proposal Form with omissions or alterations of any kind will be rejected.

\*Response required

#### 4.8. License Sanctions\*

Regulatory/license agency sanctions within the past 5 years.

(If Proposer prefers to upload a file, upload in next question and enter "see file upload" in this field)

\*Response required

#### 4.9. [License Sanctions](#)

Regulatory/license agency sanctions within the past 5 years.

#### 4.10. [Conflict of Interest Statement\\*](#)

I certify that I am an authorized representative (the Affiant) of my company (the Entity submitting this response) to sign and submit this statement on my company's behalf.

My company is submitting an Expression of Interest for the Seminole County project described as Media Services for Seminole County Tourism.

The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his/her own knowledge.

The Affiant states that only one submittal for the above project is being submitted and that the above-named entity has no financial interest in any other entities submitting proposals for the same project.

Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.

Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.

Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.

The Affiant certifies that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of Seminole County.

The Affiant certifies that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with Seminole County.

The Affiant certifies that no member of the entity's ownership or management is currently serving as a member of any Seminole County advisory board(s) or committee(s), or alternatively, **state the individual(s) name(s)**, who is a member of the above-named entity's ownership or management, and is currently serving as a member, **and on which Seminole County advisory board(s) or committee(s)** they are currently serving as a member, in the following question.

Please confirm

\*Response required

#### 4.11. [Conflict of Interest Statement Cont...\\*](#)

- A. Enter the name(s) of the individual(s) who is serving on a Seminole County advisory board(s) or committee(s).

- B. Enter the Seminole County advisory board(s) or committee(s) that the individual(s) is serving as a member.
- If this is not applicable, type "N/A."

\*Response required

#### 4.12. Compliance with the Public Records Law\*

Seminole County shall comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected separately, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to Seminole County.

If the company submits information exempt from public disclosure, the company must identify why the information is exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the County separately in the "**Confidential Files**" section if the information qualifies as "EXEMPT FROM PUBLIC RECORDS LAW". Failure to identify protected material separately will cause the County to release this information in accordance with the Public records Law despite any markings on individual pages of your submittal/proposal.

- A. CONTRACTOR acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.
- B. CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
1. keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement;
  2. provide the public with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
  3. ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and;
  4. meet all requirements for retaining public records and transfer, at no cost to the COUNTY, all public records in possession of CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to COUNTY in a format that is compatible with the information technology system of COUNTY.

- C. Failure to comply with this Section shall be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR.

By submitting a response to this solicitation, the company agrees to defend the County in the event it is forced to litigate the public records status of the company's documents.

Please confirm

\*Response required

#### 4.13. [Confidential File\(s\)](#)

In compliance with Chapter 119, Florida Statutes, if Proposer must include confidential information that qualifies as "EXEMPT FROM PUBLIC RECORDS LAW" as part of their response to this RFP, it shall be uploaded here.

If the company submits information exempt from public disclosure, the company must identify why the information is exempt from the Public Records Act, identifying the specific exemption section that applies to each.

#### 4.14. [Worker's Compensation Compliance Certification\\*](#)

Chapter 440, Florida Statutes establishes a workers' compensation system designed to assure the quick and efficient delivery of disability and medical benefits to an injured worker and to facilitate the worker's return to gainful employment at a reasonable cost to the employer. It is the policy of Seminole County to do business only with those entities which are fully compliant with Chapter 440, including all reporting and premium payment requirements.

To comply with this requirement, the undersigned hereby certifies that:

- Has fully complied with all requirements of Chapter 440, Florida Statutes, including provisions regarding reporting and premium payments; or
- Is exempt from the provisions of Chapter 440, Florida Statutes (reasons shall be stated in the following question).

\*Response required

#### 4.15. [Worker's Compensation Compliance Certification Cont...\\*](#)

If the undersigned is exempt from the provisions of Chapter 440, Florida Statutes, state the reasons here. If this is not applicable, type "N/A."

\*Response required

#### 4.16. [W-9 Form\\*](#)

Please download the below documents, complete, and upload.

- [W-9.pdf](#)

\*Response required

#### 4.17. [Drug Free Work Place\\*](#)

The undersigned vendor in accordance with Section 287.087, Florida Statutes, hereby certifies that their Company (entity submitting this response) does:

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

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

Please confirm

\*Response required

#### [4.18. Insurance Confirmation \(for the Insurance Agency to complete\)\\*](#)

Proposer shall have their **Insurance Agency** complete this form. Once completed, Proposer shall submit it here.

- [INSURANCE\\_CONFIRMATION.docx](#)

\*Response required

#### [4.19. Similar Project Experience - References\\*](#)

Please download the below document, complete, and submit here.

- [SIMILAR\\_PROJECT\\_EXPERIENCE ...](#)

\*Response required

#### 4.20. Affidavit of Non-Coercion for Labor and Services\*

As required by section 787.06, Florida Statutes, nongovernmental organizations must attest that they do not use coercion for its labor and services. Therefore, pursuant to law, I attest to the following:

- A. I, as an officer or representative of a nongovernmental entity, attest under penalty of perjury that my company or organization does not use coercion for labor or services.
- B. The term “coercion” as used in subsection A above includes using or threatening to use physical force against any person; restraining or isolating any person without lawful authority and against their will; using or lending credit methods to establish a debt with labor or services as security, without applying the value of such labor or services towards the debt; destroying, concealing, or withholding identification or immigration documents; causing financial harm or threatening to do so; enticing or luring any person through fraud; and providing controlled substances for the purposes of exploitations.
- C. This affidavit is provided to Seminole County in compliance with the requirements set forth in section 787.06, Florida Statutes, concerning contracts executed, renewed, or extended between a governmental entity and a nongovernmental entity.

I declare that I have read the foregoing **Affidavit of Non-Coercion for Labor and Services** and that the facts stated in it are true to the best of my knowledge and belief.

Please confirm

\*Response required

#### 4.21. Americans Disabilities Act Affidavit\*

Please download the below documents, complete, and upload.

- [ADA Affidavit.pdf](#)

\*Response required

#### 4.22. E-Verify\*

Please download the below documents, complete, and upload.

- [E-Verify Affidavit.pdf](#)

\*Response required

#### 4.23. Compliance with Foreign Country of Concern Attestation\*

Please download the below documents, complete, and upload.

- [Foreign Country.pdf](#)

\*Response required

#### 4.24. Human Trafficking Affidavit\*

Please download the below documents, complete, and upload.

- [Human Trafficking Affidavit...](#)

\*Response required

#### 4.25. Certification\*

Pursuant to and in compliance with the Request for Proposals, the undersigned Proposer agrees to perform the Work in strict conformity with Contract Documents, including any and all addenda, on file for the rates hereinafter set forth. The undersigned Proposer declares that the only persons/parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and proposes and agrees that, if the proposal is accepted, Proposer will execute an Agreement with the COUNTY and will furnish Insurance Certificates.

Please confirm

\*Response required

## 5. Evaluation Phases

**EVALUATION PROCESS:** Each proposal will be reviewed, evaluated, and scored as part of the formal selection process. The Proposer's proposal will be substantial part of the decision process to select a Provider. Each proposal will be reviewed independently based solely on the merits of the proposal. The proposals will then be scored and a short list of Proposers will be selected for additional evaluation, Proposer presentations and reference checks. The COUNTY shall be the sole judge of its own best interests, the proposals, and the resulting agreement. The COUNTY's decisions will be final. Award will be made to the proposal which presents the best value to the COUNTY based on the evaluation process and all the information gathered.

**The County reserves the right to evaluate, prior to making an award, current financial statements and data from the Proposers, the ability to comply with required schedule, past record of integrity and past record of performance.**

### **ASSESSMENT:**

The Evaluation Committee will evaluate each proposal against the criteria stated in the solicitation. Assessment results may be stated as follows:

**Highly Acceptable:** Proposal exceeds the requirements in a way that benefits the County or meets the requirements and has enhancing features benefit the County.

**Acceptable:** Proposal meets the County requirements. Any weakness is minor.

**Marginal:** Proposal contains weaknesses or minor deficiencies which could have an impact, if accepted.

**Unsatisfactory:** Proposal does not comply substantially with the requirements.

The submittals will be evaluated on:

**Strengths:** Those areas in which the proposal exceeds the County's requirements.

**Weaknesses:** Those areas where the proposal lacks soundness or effectiveness which could prevent fully successful performance of the contract.

**Deficiencies:** Those areas where the proposal fails to meet the County's requirements.

**EVALUATION METHOD AND CRITERIA:** Proposals will be evaluated using the criteria listed below to ascertain which proposal best meets the requirements of the County. The items to be considered during the evaluation and associated point values are as follows:

| No. | Evaluation Criteria                        | Scoring Method | Weight (Points)      |
|-----|--|----------------|----------------------|
| 1.  | Knowledge of Regional Tourism Sector       | 0-5 Points     | 60<br>(60% of Total) |
| 2.  | Quality of Proposed Advertising/Media Plan | 0-5 Points     | 20<br>(20% of Total) |

|    |   |            |                             |
|----|---|------------|-----------------------------|
| 3. | <b>Quality of Samples of Tourism Destination Media and Advertising Material</b> | 0-5 Points | 10<br><i>(10% of Total)</i> |
| 4. | <b>Pricing Proposal</b>   | 0-5 Points | 10<br><i>(10% of Total)</i> |