

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: JANUARY 19, 2012

Division: TDC

Bulk Item: Yes X No

Department: TDC

Staff Contact Person/Phone #: Maxine Pacini
296-1552

AGENDA ITEM WORDING:

Approval to advertise a Request for Proposal for Professional Public Relations Services to promote tourism for the Monroe County Tourist Development Council (TDC)

ITEM BACKGROUND:

TDC approved same at their meeting of December 13, 2011

PREVIOUS RELEVANT BOCC ACTION:

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATIONS:

Approval

TOTAL COST: \$ _____ **BUDGETED:** Yes X No

COST TO COUNTY: \$ _____ **SOURCE OF FUNDS:** TDC

REVENUE PRODUCING: Yes X No **AMOUNT PER MONTH** _____ **Year** _____

APPROVED BY: County Atty X OMB/Purchasing N/A Risk Management N/A

DOCUMENTATION: Included X Not Required

DISPOSITION: _____

AGENDA ITEM # _____

NOTICE OF REQUEST FOR PROPOSALS

NOTICE IS HEREBY GIVEN TO PROSPECTIVE PROPOSERS that no later than 3:00 P.M. on March 20, 2012 the Monroe County Purchasing Office will receive sealed proposals for the following:

**Request for Proposals (RFP) – Professional Public Relations Services to promote tourism for Monroe County
Tourist Development Council
RFP-TDC-_____2012-PUR/CV**

Requirements for submission and the selection criteria may be requested from DemandStar by Onvia at www.demandstar.com or call toll-free at 1-800-711-1712. The Request for Proposals and all supporting documentation are public records and may be obtained from the Monroe County Purchasing Office, located at 1100 Simonton St., Key West, FL 33040. Technical questions should be directed, via e-mail, to the Administrative Office of the Tourist Development Council at adminasst@fla-keys.com. Any addenda to this RFP shall be distributed to vendors on the list of DemandStar distributees for this RFP.

Proposers must submit **one (1) signed original, plus one (1) disc or (1) flash drive containing a complete copy of the proposal in .pdf form, plus six (6) complete paper copies of the proposal** in a sealed envelope clearly marked on the outside, **“REQUEST FOR PROPOSALS – PROFESSIONAL PUBLIC RELATIONS SERVICES”** addressed to:

**Monroe County Purchasing Office
1100 Simonton Street, Room 1-213
Key West, FL 33040
Phone: (305) 292-4464
Fax: (305) 292-4465**

All Proposals must be received by the County Purchasing Office before 3:00 P.M. on March 20, 2012. Any proposals received after this date and time will be automatically rejected. Materials may be delivered by certified mail, return receipt requested, hand-delivered or couriered. Faxed or e-mailed proposals will be automatically rejected. Applicants delivering proposals by hand may request a receipt. If sent by mail or by courier, the above-mentioned envelope shall be enclosed in another envelope addressed to the entity and address stated above. Applicants should be aware that certain "express mail" services will not guarantee specific time delivery to Key West, Florida. It is the sole responsibility of each applicant to ensure their proposal is received in a timely fashion.

Monroe County's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Monroe County Board of County Commissioners (Board).

All proposals must remain valid for a period of one hundred and eighty (180) days from the date of the deadline for submission stated above. The Board will automatically reject the response of any person or affiliate who appears on the convicted vendor list prepared by the Department of Management Services, State of Florida, under Sec. 287.133(3)(d), Florida Statutes. All or portions of the documents and work papers and other forms of deliverables pursuant to this request shall be subject to reuse by the County.

The Board reserves the right to reject any and all proposals, to waive informalities in any or all proposals, to re-advertise for proposals; and to separately accept or reject any item or items and to award and/or negotiate an agreement in the best interest of the County.

Agreement(s) will be awarded to the proposer whose proposal is deemed by the Monroe County Board of County Commissioners, upon recommendation of the Monroe County Tourist Development Council, to be in the best interest of Monroe County.

Dated at Key West this ___ day of ___ 2012. Monroe County Purchasing Department

**MONROE COUNTY BOARD OF COUNTY
COMMISSIONERS
REQUEST FOR PROPOSALS
PROFESSIONAL PUBLIC RELATIONS SERVICES**

MONROE COUNTY TDC

Ms. Rita Irwin, Chairperson
Mr. Harry Appel
Mr. James Bernardin
Mayor Craig Cates
Mr. George Fernandez
Ms. Ronnie Harris
Mr. Lou Hernandez
Mayor David Rice
Mr. Douglas Wright

Marketing Director
Harold Wheeler

All responses submitted to this solicitation should be addressed to and received no later than 3:00 P.M., March 20, 2012 at:

**Monroe County Purchasing Office
1100 Simonton Street, Room 1-213
Key West, FL 33040**

Attention: REQUEST FOR PROPOSALS: PROFESSIONAL PUBLIC RELATIONS SERVICES

TABLE OF CONTENTS

	Page
SECTION ONE Instruction to Proposers	4
SECTION TWO General Terms and Conditions	12
SECTION THREE Terms and Conditions Specific to <i>Public Relations RFP</i>	14
SECTION FOUR Draft Agreement	16
SECTION FIVE Insurance Requirements and Response Forms Required By Monroe County, Florida	25
SECTION SIX Request for Proposal Checklist	32

SECTION ONE
INSTRUCTION TO PROPOSERS

1.01 DESCRIPTION

The Proposer awarded an agreement shall provide Public Relations services for the Monroe County Tourist Development Council (TDC). The agreement will provide for the Public Relations Agency to act as a Provider to the TDC, and shall provide services as outlined within specifications in Section III of this RFP.

1.02 COPIES OF PROPOSAL DOCUMENTS

- A. Only complete sets of Proposal Documents will be issued and shall be used in preparing responses. The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets.
- B. Complete sets of Proposal Documents may be obtained in the manner and at the location stated in the Notice of Request for Proposals.

1.03 PROPOSAL REQUIREMENTS

One (1) signed original, one (1) disc or (1) flash drive with complete copy of proposal as a .pdf, and six (6) complete paper copies of the Proposal must be received.

1.04 DISQUALIFICATION OF PROPOSERS

- A. **NON-COLLUSION AFFIDAVIT:** Any person submitting a Proposal in response to this invitation must execute the enclosed NON-COLLUSION AFFIDAVIT. If it is discovered that collusion exists among the Proposers, the Proposal of all participants in such collusion shall be rejected, and no participants in such collusion will be considered in future Proposals for the same work.
- B. **PUBLIC ENTITY CRIME:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on an agreement to provide any goods or services to a public entity, may not submit a Proposal on a agreement with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases or perform work as a contractor, supplier, subcontractor, or consultant under an agreement 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 36 months from the date of being placed on the convicted vendor list.
- C. **DRUG-FREE WORKPLACE FORM:** Any person submitting a Proposal in response to this invitation must execute the enclosed DRUG-FREE WORKPLACE FORM and submit it with his Proposal. Failure to complete this form in every detail and submit it with your Proposal may result in immediate disqualification of your Proposal.
- D. **PROPOSALS RECEIVED AFTER DEADLINE:** Any Proposal submitted after the RFP deadline of **March 20, 2012** will automatically be disqualified.

- E. Proposer claiming a local preference must complete the enclosed Local Preference Form.

1.05 EXAMINATION OF RFP DOCUMENTS

- A. Each Proposer shall carefully examine the Request for Proposal (RFP) and other agreement documents, and inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress, or performance of the work to be performed under the agreement. Ignorance on the part of the Proposer will in no way relieve him of the obligations and responsibilities assumed under the agreement.
- B. Should a Proposer find discrepancies or ambiguities in, or omissions from, the specifications, or should he be in doubt as to their meaning, he shall at once notify the County.

1.06 INTERPRETATIONS, CLARIFICATIONS, AND ADDENDA

No oral interpretations will be made to any Proposer as to the meaning of the agreement documents. Any inquiry or request for interpretation received seven (7) or more days prior to the date fixed for opening of responses will be answered. All such answers will be made in writing in the form of an addendum and, if issued, will be mailed or sent by available means to all known prospective Proposers prior to the established Proposal opening date. Each Proposer shall acknowledge receipt of such addenda in the space provided in the response form attached to the Proposal document. In case any Proposer fails to acknowledge receipt of such addenda or addendum, his response will nevertheless be construed as though it had been received and acknowledged and the submission of his response will constitute acknowledgment of the receipt of same. All addenda are a part of the Proposal documents and each Proposer will be bound by such addenda, whether or not received by him. It is the responsibility of each Proposer to verify that he has received all addenda issued before responses are opened.

Written portions of all Proposals become the property of the Monroe County TDC upon receipt and will not be returned to Proposer. The Monroe County TDC shall have the right to use all ideas or adaptations of the ideas contained in any Proposal received in response to this RFP. Selection or rejection of the Proposal will not affect this right.

All Proposals received will be reviewed by the Monroe County TDC Selection Committee. The Selection Committee will recommend that up to and no more than three (3) of the agencies submitting a Proposal be invited to make an oral/visual presentation. The presentation will be made to the Monroe County TDC during an open meeting on **May 9, 2012, in Islamorada, FL**. Finalists will be informed of the exact time and venue of presentation. **No contact regarding this presentation or RFP will be allowed between the bidder and individual members of the Selection Committee or TDC Board. The applicant shall not lobby, solicit or act to influence Selection Committee or TDC Board in any way that may have an effect on the outcome of the competition, discussion or negotiations leading to the award of an agreement.**

1.07 GOVERNING LAWS AND REGULATIONS

The Proposer is required to be familiar with and shall be responsible for complying with all federal, state, and local laws, ordinances, rules, and regulations that in any manner affect the work.

1.08 PREPARATION OF RESPONSES

Signature of the Proposer: The Proposer must sign the response forms in the space provided for the signature. If the Proposer is an individual, the words “doing business as _____”, or “Sole Owner”

Public Relations Request for Proposal 2012

must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the Firm name and the words “Member of the Firm” should be written beneath such signature. If the Proposer is a corporation, the title of the officer signing the Proposal on behalf of the corporation must be stated along with the Corporation Seal Stamp and evidence of his authority to sign the Proposal must be submitted. The Proposer shall state in the response the name and address of each person interested therein.

1.08.1 SUBMISSION OF RESPONSES

- A. **Proposers must submit one (1) signed original, one (1) disc or (1) flash drive containing a complete copy of proposal as a .pdf, and six (6) complete paper copies of the Proposal.** No waivers shall be allowed for responses which have not been submitted to the County Purchasing Department by **3:00 p.m.** on the deadline date.
- B. The response shall be submitted in one (1) sealed envelope/box, which shall be marked so as to clearly indicate its contents and the name of the Proposer. If forwarded by mail, the above-mentioned envelope shall be enclosed in another envelope addressed to the entity and address stated in the Notice of Request for Proposals, and preferably by special delivery, registered mail; if forwarded otherwise than by mail, it shall be delivered to the same address. Responses will be received until the date and hour stated in the Notice of Request for Proposals.
- C. Each Proposer shall submit with their Proposal the required evidence of their qualifications and experience.
- D. Finalists will be notified in writing after the Selection Committee reviews and selects up to, but no more than three (3) applicants to make presentations to the TDC **on May 9, 2012 in Islamorada, Florida.** Thereafter, the recommendation of the TDC will be submitted to the Board of County Commissioners. **No contact regarding this presentation or RFP will be allowed between the bidder and individual members of the Selection Committee or TDC Board.**

1.09 DETERMINATION OF SUCCESSFUL PROPOSER

Award shall be made to the responsible proposer whose proposal is determined to be the most advantageous to the TDC and County, taking into consideration the evaluation criteria set forth below:

Experience and Qualifications	30 points
Written Presentation	30 points
Financial Ability to Provide Services	20 points
Service Capability to Monroe County	10 points
*If Firm is located in Monroe County (local preference)	10 points

Total points earned are on a scale of 1 – 100 points (1 = lowest 100 = highest)

*To be entitled to the local preference, the Proposer must submit with their proposal a copy of a valid receipt for business tax, issued by the Monroe County Tax Collector within the past year. In addition, the proposer must certify that the proposer maintains a physical business address located within Monroe County, from which the proposer does business on a day-to-day basis. Post office boxes are not acceptable.

The TDC and County reserves the right to reject any and all responses and to waive technical errors and irregularities as may be deemed best for the interests of the TDC and County. Responses that contain modifications are incomplete, unbalanced, conditional, obscure, or that contain additions not requested or irregularities of any kind, or that do not comply in every respect with the Instruction to Proposer and the contract documents, may be rejected at the option of the TDC and County.

1.10 CONTENT OF SUBMISSION

The Proposal submitted in response to this Request for Proposal shall be typed on 8-1/2" x 11" white paper; shall be clear and concise and provide the information requested herein. Statements submitted without the required information will not be considered. Responses shall be organized and sections noted at top of page. Since oral presentations or demonstrations may not be solicited, the Proposer should not withhold any information from the written response. Each Proposer must submit adequate documentation to certify the Proposer's compliance with the County's requirements. Proposer should focus specifically on the information requested. Additional information, unless specifically relevant, may distract rather than add to the Proposer's overall evaluation.

We advise that prior to completing the Proposal, the Proposer should review the Terms and Conditions Specific to Public Relations Agency RFP outlined in Section Three to ensure the capability to handle the Scope of Services required by the Monroe County TDC.

The Proposal should be set up as follows:

A. COVER PAGE

A cover page that states "**REQUEST FOR PROPOSALS - PROFESSIONAL PUBLIC RELATIONS SERVICES.**" The cover page should contain name, address, telephone number of Proposer that is authorized to do business in the State of Florida, and the name of the Proposer's contact individual or corporate officer authorized to execute agreements.

B. SECTIONS

Section 1. Narrative Self-Analysis

The Proposer should provide a brief description of the Proposer's agency, date of establishment, ownership, organizational structure, and mission statement.

The Proposer should provide a summary of any industry awards or recognition given to the agency, preferably for tourism promotion.

Section 2. References

Each Proposer shall provide references for which the Proposer has provided the same or similar tourism services. Each reference shall include, at a minimum:

- Name and full address (including website address) of reference organization
- Name of contact person for agreement/contract
- Telephone number(s)
- Date of initiation of agreement/contract with reference
- Brief summary comparing the referenced services to these proposed services

Section 3. Account Information

Proposer shall provide the following information:

- a) Brief description of the agency's statewide, national and international accounts.
- b) List the largest private sector current accounts. Briefly describe the types of services rendered for each account.
- c) List and briefly describe public relations accounts relative to the travel and tourism industry.
- d) For any current governmental accounts, list and describe the services rendered.
- e) Provide a statement to show the agency's willingness, if awarded an agreement and if there should be a conflict between Monroe County and an existing account, to consider terminating the existing account.

Section 4. Financial Statements, Accounting and Bookkeeping Procedures

Proposer shall submit a financial statement and company account for all revenues and expenses related to the provision of services under this agreement pursuant to generally accepted accounting principles. Proposer shall provide the following:

- a) A set of financial statements (Cash Flow, Income and Expenditure, Balance Sheet), preferably with an audit opinion, for each of the two most recent fiscal years.
- b) A statement as to whether accounting for billing purposes is performed in-house or by a contracted accountant.
- c) A statement regarding the Proposer's ability to respond to government purchase orders; and reimbursement policies.
- d) A statement outlining the procedures that will be used to issue invoices in the billing of services for the TDC.

Section 5. Staff Information

- a) Proposer shall include a list of the proposed staff positions, and describe each of their qualifications and experience that will be dedicated to the account if awarded this agreement.
- b) List the total number of staff with qualifications and experience, and list the number and type of minorities, using the federal definitions, included in the staff.

Section 6. Service Capability to Monroe County

- a) Describe agency administrative facilities.
- b) Provide agency website address for review.
- c) Provide information of location of the closest office available to Monroe County TDC administrative office. If outside the State of Florida, state if the agency would be willing to locate a sufficiently staffed office in Monroe County or otherwise propose an anticipated method of servicing the account.
- d) Provide statement acknowledging that the agency would agree not to represent any new tourism/destination clients without the approval of the Monroe County TDC.
- e) Provide copies of documentation showing authorization to do business in the State of Florida.

Section 7. Compensation

- a) Agency Fee: The annual fee will be the administrative costs for all staff and contract services by the provider.
- b) Reimbursement Expenditures: The public relation agency will be reimbursed for all actual expenses incurred for media materials, postage, shipping, clipping services, special event support, research, website maintenance, promotional items, seminars or show registrations, sub-agency agreements, entertainment of media, broadcast support, photography, broadcast production, travel expenses and all other projects or production materials that are necessary for the fulfillment of this agreement and have been approved in advance by the TDC according to Monroe County Procurement Policies. The Firm’s telecommunication services are included in their professional fees.
- c). Compensation will be discussed during finalists audio/visual presentations and final decision made during agreement/contract negotiations.
- d). Agency selection from Request for Proposal requirements and presentation process in no way constitutes a commitment by the Monroe County Tourist Development Council or the County until agreement/contract is agreed upon by both parties.

Section 8. Written Presentation

The agency is to provide a comprehensive outline of a public relations marketing program for the Florida Keys. The outline should include objectives, priorities, markets, strategies and methods. Give examples of how each method could be implemented during program planning.

The outline should include international and domestic markets.

Objectives should include how the agency will promote the awareness and image of the separate five (5) destinations of the Keys: Key Largo, Islamorada, Marathon, Big Pine Key and the Lower Keys, and Key West.

No contact regarding this presentation or RFP will be allowed between the bidder and individual members of the Selection Committee or TDC Board.

Section 9. Pending Litigation

The Proposer shall describe any pending litigation in which the Proposer is involved as a result of provision of any services which are described herein.

Section 10. County Proposal Forms

Proposer shall complete and execute the Proposal forms specified below and found at the designated pages in this RFP, and shall include them in Section Five:

	Pages
Response Form	27
Non-Collusion Affidavit	28
Ethics Clause	29
Drug Free Workplace	30
Local Preference Form	31

Copies of all current professional licenses and copies of business tax receipts shall be included in this Section.

Section 11. Other Information

Provide any additional information which will present evaluators with insight about the qualifications, fitness and abilities of Proposer.

Section 12. Request for Proposal Checklist

Please review and complete the Request for Proposal Checklist (page 32) included in this RFP. Those applicants not submitting all items requested will automatically be disqualified.

1.11 MODIFICATION OF RESPONSES

Written modifications of Proposals after the initial submission will be accepted from Proposer only if addressed to the entity and address indicated in the Notice of Request for Proposals and received prior to Proposal due date and time.

1.12 RESPONSIBILITY FOR RESPONSE

The Proposer is solely responsible for all costs of preparing and submitting the response, regardless of whether an agreement/contract award is made by the County.

1.13 RECEIPT AND OPENING OF RESPONSES

Responses will be received until the designated time and will be publicly opened and read aloud at the appointed time and place stated in the Notice of Request for Proposals. Monroe County's representative authorized to open the responses will decide when the specified time has arrived and no responses received thereafter will be considered. No responsibility will be attached to anyone for the premature opening of a response not properly addressed and identified. Proposer or their authorized agents are invited to be present.

1.14 DETERMINATION OF SUCCESSFUL PROPOSER

The County reserves the right to reject any and all responses and to waive technical errors and irregularities as may be deemed best for the interests of the County. Responses that are incomplete, unbalanced, conditional, obscure, or which contain additions not requested or irregularities of any kind, or which do not comply in every respect with the instruction to Proposers, and the agreement documents, may be rejected at the option of the County.

1.15 AWARD OF AGREEMENT/CONTRACT

- A. If the award of an agreement is annulled, the County may award the agreement to another Proposer or the work may be re-advertised or may be performed by other qualified personnel as the County decides.
- B. A agreement/contract will be awarded to the Proposer deemed to provide the services which are in the best interest of the County.

- C. The County also reserves the right to reject the response of a Proposer who has previously failed to perform properly or to complete contracts of a similar nature on time.
- D. The recommendations of the TDC will be presented to the Board of County Commissioners of Monroe County (BOCC), Florida, for final approval of agreement/contract.

1.16 EXECUTION OF AGREEMENT/CONTRACT

The Proposer to whom an agreement is awarded will be required to return to the County one (1) signed original agreement together with the required certificates of insurance.

1.17 INSURANCE

The Proposer shall defend, indemnify and hold harmless the County as outlined on the attached form on page 26. Proposer shall also provide Professional Liability Insurance as outlined on page 26.

SECTION TWO

GENERAL TERMS AND CONDITIONS

2.01 DEFINITIONS

Wherever used in these General Conditions or in the other agreement/contract documents the terms below have the meanings indicated which are applicable to both the singular and plural thereof. The use of the terms “he,” “him,” “himself,” or “his” shall refer to male and female persons alike and should not be construed as derogatory or discriminatory to female persons.

RFP: Abbreviation for Request for Proposal.

Addenda: Written or graphic instruments issued prior to the opening of Proposals which clarify, correct, or change the Proposal documents or the agreement/contract documents.

Proposal Documents: The advertisement or invitation calling for Proposals, instructions, and forms contained in this Request for Proposals (Response Form, Non-Collusion Affidavit, Lobbying and Conflict of Interest Clause, Drug Free Workplace) and the proposed agreement/contract documents (including all addenda issued prior to receipt of responses).

Agreement/Contract Documents: The Proposal documents, agreement, addenda (which pertain to the contract documents), the Proposer’s Proposal or response (including documentation accompanying the response and any post-response documentation submitted prior to the notice of award) when attached as an exhibit to the contract, these General Conditions, together with all amendments, modifications, and supplements.

Compensation: Compensation will be discussed during finalist presentations and final decision made during agreement/contract negotiations.

Agreement/Contract Time: The agreement shall be in force and binding on the County and the Firm for a period of three (3) years with an option for the County to extend for additional two (2) year period from the effective date of the contract.

TDC: Abbreviation for the Monroe County Tourist Development Council.

Firm: Entity with whom the County enters into a agreement/contract.

Contractor: The person, Firm, or corporation with whom the County has entered into the agreement.

Effective Date of the Agreement: The date indicated in the agreement on which it becomes effective, but if no such date is indicated it means the date on which the agreement is signed and delivered by the last of the two parties to sign and deliver.

Laws and Regulations; Laws or Regulations: Federal, state and local laws, rules, regulations, ordinances, codes and/or orders.

Notice of Award: The written notice to the apparent successful Proposer stating that upon compliance by the apparent successful Proposer with the conditions precedent enumerated therein, within the time specified, the County will sign and deliver the agreement.

County: The Monroe County Board of Commissioners with whom the Firm has entered into the agreement and for whom the work is to be provided.

Specifications: Those portions of the agreement documents consisting of written technical descriptions of materials and services required under the agreement.

Written Amendment: A written amendment of the agreement documents, signed by the County and the Firm on or after the effective date of the agreement.

Failure to Execute Required Forms: Failure to execute the required forms shall result in entity being disqualified and the response will be rejected.

2.02 PROPOSER'S RESPONSIBILITIES

2.02.1 Supervision and Personnel

The Proposer shall supervise and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the agreement documents.

2.02.2 Parts, Materials, and Equipment

Unless otherwise specified in the agreement, the Proposer shall furnish and assume full responsibility for all services, materials, equipment, labor, transportation, machinery, tools, and all other incidentals necessary for the completion of the work.

2.02.3 Taxes

The Proposer shall pay all sales, consumer, use and other similar taxes required to be paid by the Proposer in accordance with the laws and regulations of the place of the project which are applicable during the performance of the work. The County is not liable for sales or use taxes.

2.02.4 Compliance with Laws

The Proposer shall comply with all applicable laws and regulations of federal, state and local governments.

SECTION THREE
TERMS AND CONDITIONS SPECIFIC TO PUBLIC RELATIONS AGENCY

The public relations agency services shall include, but not be limited to, the following:

1. Provide staff services to manage communications to develop awareness, promote favorable image and goodwill for the Florida Keys tourism industry.
2. Provide the development of favorable national and international publicity for the Florida Keys tourism industry.
3. Provide the establishment and maintenance of contacts with print, internet and broadcast media.
4. Provide the preparation of press kits.
5. Provide the development and distribution of photographs and news releases for trade and consumer media.
6. Develop and coordinate media familiarization tours for the Florida Keys.
7. Work with media personnel to gather information for their reports.
8. Provide preparation of public relations in developing of TDC marketing plan.
9. Provide representation of TDC at selected trade shows, sales/media missions, FAM tours, media workshops, and journalist conferences.
10. Provide at least one representative to attend TDC meetings; district advisory committee (five individual DACs); cultural, diving and fishing umbrella meetings.
11. Provide periodic reports on public relations activities to the Advisory Committees.
12. Provide the establishment and management of agreements with sub-agencies for international, specialty or other public relation markets and/or programs.
13. Provide liaison public relation services with private tourism sector.
14. Provide the establishment and management of agreements with sub-agencies for international, specialty or other public relation markets and/or programs.
15. Address emergency crisis situations that affect tourism and provide crisis management program.
16. Coordinate crisis communications' training for Keys tourism officials.
17. Interface with County officials and other local municipalities to consult with and provide communications assistance to deal with issues that relate to tourism.
18. Provide editorial support for TDC web site.
19. Provide publicity before, during, and after special events.

20. Provide assistance to the Florida Keys Film Commission.
21. Maintain appropriate records of print clippings, internet, and broadcast coverage.
22. Provide periodic reports on public relations activities.
23. Provide development and maintenance of videotape/digital/HD film/still photo libraries.
24. Provide a measurability process to evaluate the public relations programs.
25. Provide implementation of such services as outlined within the objectives, goals, and strategies of the annual marketing plan.
26. Perform such other public relations activities as required by the TDC.

A draft agreement has been furnished in Section Four to help outline the possible services of a full-service agency of record to Monroe County. The Scope of Services may change before negotiating the final agreement between the parties.

SECTION FOUR
DRAFT AGREEMENT

THIS AGREEMENT (“agreement”) is entered into this _____ day of _____, 2012, by and between Monroe County, a political subdivision of the state of Florida, (“County”) and _____, a corporation (“Firm”).

WITNESSETH:

WHEREAS, Firm is qualified to provide public relations services which promote tourism; and

WHEREAS, the Monroe County Tourist Development Council (TDC) is an advisory body to County and has recommended to County that Firm be awarded an agreement for public relations services; and

WHEREAS, County desires to enter into this agreement for public relations services with the Firm;

NOW, THEREFORE, the parties agree as follows:

1. Term: The term of this agreement is for a period of three (3) years beginning October 1, 2012 and expiring on September 30, 2015. The County has an option to extend this agreement for an additional two (2) year period beyond the initial award period upon the same terms, upon 90 days prior written notice of the agreement extension to Firm.
2. Scope of Services: The Firm will serve as the full-service public relations agency for the Monroe County TDC and County. The Firm and the public relations programs are subject to review by the Monroe County TDC.
 - A. Key Personnel: This agreement is a professional service agreement with expectation that principal personnel performing the services are those personnel listed. Notice of any change in key personnel, such as the Senior Account Supervisor, shall be sent to the TDC for approval. The principals assigned are the following:
 - 1) (insert name)/Senior Account Supervisor
 - 2) _____
 - B. The Senior Account Supervisor and/or account executive shall meet with the Monroe County TDC at all regularly scheduled meetings of the TDC and Advisory Committees, and at any other times as directed by the TDC.
 - C. Firm agrees to assign a Public Relations Senior Account Supervisor who will devote such time and effort as necessary to the account on a priority basis, including full time when required. Duties of the Senior Account Supervisor will include contact as required with the

Chairperson or Vice Chairperson of the TDC, Marketing Director or other designee. Other duties include regular consultation visits throughout Monroe County; consultations with TDC Advisory Committees within the Keys, and interfacing with other agencies of record such as Advertising and Website provider as directed by the TDC relating to the development of an effective marketing program for the Florida Keys.

- D. Provide staff services to manage communications to develop awareness, promote favorable image and goodwill for the Florida Keys tourism industry.
- E. Provide the development of favorable national and international publicity for the Florida Keys tourism industry.
- F. Provide the establishment and maintenance of contacts with print, internet and broadcast media.
- G. Provide the preparation of press kits.
- H. Provide the development and distribution of photographs and news releases for trade and consumer media.
- I. Develop and coordinate media familiarization tours for the Florida Keys.
- J. Work with media personnel to gather information for their reports.
- K. Provide preparation of public relations in developing of TDC marketing plan.
- L. Provide representation of TDC at selected trade shows, sales/media missions, FAM tours, media workshops, and journalist conferences.
- M. Provide at least one representative to attend TDC meetings; district advisory committee (five individual DACs); cultural, diving and fishing umbrella meetings.
- N. Provide periodic reports on public relations activities to the Advisory Committees.
- O. Provide the establishment and management of agreements with sub-agencies for international, specialty or other public relation markets and/or programs.
- P. Provide liaison public relation services with private tourism sector.
- Q. Provide the establishment and management of agreements with sub-agencies for international, specialty or other public relation markets and/or programs.
- R. Address emergency crisis situations that affect tourism and provide crisis management program.
- S. Coordinate crisis communications' training for Keys tourism officials.
- T. Interface with County officials and other local municipalities to consult with and provide communications assistance to deal with issues that relate to tourism.
- U. Provide editorial support for TDC web site.

- V. Provide publicity before, during, and after special events.
- W. Provide assistance to the Florida Keys Film Commission.
- X. Maintain appropriate records of print clippings, internet, and broadcast coverage.
- Y. Provide periodic reports on public relations activities.
- Z. Provide development and maintenance of videotape/digital/HD film/still photo libraries.
- AA. Provide a measurability process to evaluate the public relations programs.
- BB. Provide implementation of such services as outlined within the objectives, goals, and strategies of the annual marketing plan.
- CC. Perform such other public relations activities as required by the TDC.

3. Compensation: Compensation shall be paid for fees and reimbursement expenses, subject to availability of Tourist Development Tax Funds. Monroe County's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the County.

- A. Agency Fees: The Firm shall be compensated for the performance of all public relations staffed services outlined within the Scope of Services as defined by this agreement and the approved fiscal year Marketing Plan for an annual agency administration fee of \$ _____. The Firm shall submit to the TDC monthly billings in arrears for one-twelfth (1/12) of the annual agency fee. The Firm shall have all fees placed on invoices that have the proper approved purchase order account number and follow County requirements for payment.

Following the third year, the County and the Firm shall have the option of renewing this agreement for two (2) years under the same conditions subject to negotiation of monetary terms.

- B. Reimbursement Expenses: All reimbursable expenditures paid by the County shall be subject to the annual public relations expense budget approved by the TDC and County. The Firm shall have all expenses placed on invoices that have the proper approved purchase order account number and follow County requirements for payment.

The Firm will be reimbursed at cost for all actual expenses incurred for media materials, postage, shipping, clipping services, special event support, research, website maintenance, promotional items, seminars or show registrations, sub-agency agreements, entertainment of media, broadcast support, photography, broadcast production, travel expenses and all other projects or production materials that are necessary for the fulfillment of this agreement and have been approved in advance by the TDC according to Monroe County Procurement Policies. The Firm's telecommunication services are included in their professional fees.

- C. The Firm may provide Public Relation Services and expense-related purchases above and beyond its normal requirements as defined by this agreement and the approved Fiscal Year Marketing Plan, for TDC funded special events, as approved by the TDC Marketing Director in advance.

- D. The Firm shall provide the establishment and management of agreements with sub-agencies for international, specialty or other public relation markets and/or programs.
- E. Reimbursable expenditures shall be invoiced and billed to the County for payment on a monthly basis. The County shall be responsible for payment of all authorized fees and costs due the Firm according to the Florida Local Government Prompt Payment Act (Florida Statute: 218.70 through 218.77).
- F. The Firm is required to have pre-approval on all other projects and materials by the TDC Marketing Director, TDC Chairperson or TDC according to TDC and Monroe County Procurement Policies.
4. Records – Access and Audits: The Firm shall maintain adequate and complete records to justify all charges, expenses and costs incurred in performing the work for at least four (4) years after completion of this agreement. The County shall have access to such books, records, and documents concerning the contracted services. The access to and inspection of such books, records, and documents by the TDC/County shall occur at any reasonable time. Firm understands that it shall be responsible for repayment of any and all audit exceptions identified by TDC/County. Any current or subsequent agreement awards will be offset by the amount of any audit exceptions. In the event there are not funds still held by TDC/County for an agreement award, the amount of audit exception shall be billed to Firm who shall promptly pay same. Records may be subject to disclosure pursuant to Chapter 119, Florida Statutes.
5. Public Relations Agency of Record: Firm shall act as the agency of record of the County/TDC for all public relations services, except as mutually agreed otherwise, and for the performance of related or special services as requested by the TDC.
6. Indemnification and Hold Harmless: Firm agrees to indemnify and hold harmless Monroe County, its TDC Board of Directors, officers, agents, and employees against any claim of liability, losses and causes of action which may arise out of, in connection with, or by reason of services provided in the fulfillment of this agreement. It agrees to pay all claims and losses and shall defend all suits filed due to the negligent acts, errors or omissions of its employees and/or agents, including related court costs.
7. Property Rights: The County shall own and have all rights subject to regulations and talent agreements, to any and all copy, photos, films, video and other promotional materials which the Firm prepared or purchased for the County's account pursuant to a program, campaign, or project which the TDC has approved in writing, regardless of whether such material was published, displayed, broadcast, distributed or otherwise presented prior to the termination of the agreement, provided the County has paid for same in accordance with the provisions of this agreement.
8. Approval and Changes: The TDC shall have the sole and exclusive right to approve, modify, reject, or cancel any and all plans, proposals, submissions and other work in progress, in which case the TDC's directions shall be immediately implemented. However, nothing in this agreement shall be construed as requiring the Firm to violate any contractual commitments to media made on the TDC's behalf. All contractual commitments to media require the TDC's prior written approval. The County shall only be liable for charges approved in writing prior to the Firm entering into such contractual commitment.
9. Termination: Termination of this agreement shall occur at the natural ending date or earlier should either party terminate with or without cause upon providing 120 days written notice prior to the

termination date. In the event of early termination, Firm shall exercise due diligence in carrying out its obligations under this agreement until the date of termination. County will not be obligated to pay for any costs incurred after the effective termination date with the exception of pre-approved contracted services.

10. Exclusive Representation: Firm agrees that it will not represent any private resort or attraction or other destination within Monroe County or other county or city destinations within the State of Florida without approval from the TDC and County.
11. Disclosure of Financial Interest: Firm agrees to disclose within thirty (30) days of the execution of this agreement any existing financial interest in the business of its suppliers or providers utilized in fulfillment of this agreement, and shall disclose said interests as they may arise from time to time.
12. Laws and Regulations: It shall be understood and agreed that any and all services, materials and equipment shall comply fully with all local, state and federal laws and regulations.
13. Taxes: The County and TDC are exempt from federal excise and State of Florida sales and use tax.
14. Finance Charges: The County and TDC will not be responsible for any finance charges.
15. Relations of County/TDC and Firm: It is the intent of the parties hereto that Firm shall be legally considered as an independent contractor and that neither it nor its employees shall, under any circumstances, be considered servants or agents of the County and TDC. County and TDC shall at no time be legally responsible for any negligence on the part of Firm, its employees or agents, resulting in either bodily or personal injury or property damage to Firm, any individual, or corporation.
16. Disclosure: Firm shall be required to list any or all potential conflicts or interest, as defined by Florida Statute 112 and Monroe County Code and shall disclose to the County and TDC all actual or proposed conflicts of interest, financial or otherwise, direct or indirect, involving any client's interest which may conflict with the interest of the County and TDC.
17. Force Majeure: Firm shall not be liable for delay in performance or failure to perform, in whole or in part, the services due to the occurrence of any contingency beyond its control or the control of any of its subcontractors or suppliers, including labor dispute, strike, labor shortage, war or act of war, whether an actual declaration thereof is made or not, insurrection, sabotage, riot or civil commotion, act of public enemy, epidemic, quarantine restriction, accident, fire, explosion, storm, flood, drought or other act of God, act of any governmental authority, jurisdictional action, or insufficient supply of fuel, electricity, or materials or supplies, or technical failure where Firm has exercised reasonable care in the prevention thereof, and any such delay or failure shall not constitute a breach of this agreement. However, Firm shall, within one week of such event, make alternative arrangements to ensure that services continue uninterrupted.
18. Assignment: Firm shall not assign, transfer, convey, sublet or otherwise dispose of this agreement, or of any or all of its rights, title or interest therein, or its power to execute such agreement to any person, new owner, company or corporation without prior written consent of the County.
19. Compliance With Laws – Non Discrimination: Firm shall comply with all international, federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, age, or national

origin in the performance of work under this agreement. This agreement shall be subject to all international, federal, state, and local laws and ordinances.

20. Insurance: Firm shall maintain the following required insurance throughout the entire term of this agreement and any extensions. Failure to comply with this provision may result in the immediate suspension of all work until the required insurance has been reinstated or replaced. Delays in the completion of work resulting from the failure of the Firm to maintain the required insurance shall not extend any deadlines specified in this agreement and any penalties and failure to perform assessments shall be imposed as if the work had not been suspended, except for Firm's failure to maintain the required insurance.

Firm shall provide, to the County, as satisfactory evidence of the required insurance, either:

- * Certificate of Insurance
- or
- * A certified copy of the actual insurance policy

The County, at its sole option, has the right to request a certified copy of any or all insurance policies required by this agreement.

All Insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer.

The acceptance and/or approval of the Firm's insurance shall not be construed as relieving the Firm from any liability or obligation assumed under this agreement or imposed by law.

The Monroe County Board of County Commissioners, its employees, TDC Board of Directors and officials will be included as "Additional Insured" on all policies, except for Workers' Compensation.

Any deviations from these General Insurance Requirements must be requested in writing on the County prepared form entitled "Request for Waiver of Insurance Requirements" and approved by Monroe County Risk Management.

- A. Prior to the commencement of work governed by this agreement the Firm shall obtain Workers' Compensation Insurance with limits sufficient to respond to Florida Statute 440.

In addition, the Firm shall obtain Employers' Liability Insurance with limits of not less than:

\$100,000	Bodily Injury by Accident
\$500,000	Bodily Injury by Disease
\$100,000	Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the agreement.

Coverage shall be provided by a company or companies authorized to transact business in the State of Florida and the company or companies must maintain a minimum rating of A-V1, as assigned by the A.M. Best Company.

- B. Prior to the commencement of work governed by this agreement, the Firm shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the agreement and include, as a minimum:

- * Premises Operations
- * Products and Completed Operations
- * Blanket Contractual Liability
- * Personal Injury Liability
- * Expanded Definition of Property Damage

The minimum limits acceptable shall be:

\$1,000,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$ 500,000 per Person
\$1,000,000 per Occurrence
\$ 100,000 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this agreement. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

- C. Recognizing that the work governed by this agreement requires the use of vehicles, the Firm, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the agreement and include, as a minimum, liability coverage for:

- *Owned, Non-Owned, and Hired Vehicles

The Minimum limits acceptable shall be:

\$1,000,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$ 500,000 per Person
\$1,000,000 per Occurrence
\$ 100,000 Property Damage

- D. Recognizing that the work governed by this agreement involves the furnishing of advice or services of a professional nature, the Firm shall purchase and maintain, throughout the life of the agreement, Professional Liability Insurance which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of the Firm arising out of work governed by this agreement. The minimum limits of liability shall be: \$250,000 per Occurrence/\$500,000 Aggregate.

21. Governing Law/Venue: This agreement shall be governed and construed by and in accordance with the laws of the State of Florida and constitutes the entire agreement between the County and Firm. Venue for any dispute shall be in Monroe County.
22. Entire Agreement: This writing embodies the entire agreement and understanding between the parties hereto, and there are not other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. Any amendment to this agreement shall not be effective unless it is in writing recommended by the TDC and approved by the County and signed by both parties.
23. Severability: If any provisions of this agreement shall be held by a Court of competent jurisdiction to be invalid or unenforceable, the remainder of this agreement, or the proposal of such provision other than those as to which it is invalid or unenforceable, shall not be affected thereby; and each provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.
24. Authority: Each of the signatories for the Firm below certifies and warrants that:
 - a) Firm's name in the agreement is the full name as designated in its corporate charter.
 - b) He/she is empowered to act on this agreement for the Firm.
 - c) This agreement has been approved by the Firm's Board of Directors.
25. Ethics Clause: Firm warrants that he/it has not employed retained or otherwise had act on his/its behalf any former County office or employee in violation of Section 2 or Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of the provision the County may, at its discretion terminate this agreement without liability and may also, at its discretion, deduct from the agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former or present County officer or employee.
26. Public Entity Crime Statement: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on an agreement to provide any goods or services to a public entity, may not submit a bid on an agreement with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an agreement 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 36 months from the date of being placed on the convicted vendor list.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written

(SEAL)
Attest: Danny L. Kolhage, Clerk

Board of County Commissioners
of Monroe County

Deputy Clerk

Mayor/Chairman

(CORPORATE SEAL)
Attest:

Firm:

By _____
Secretary

By _____
President

Print Name

Print Name

OR TWO WITNESSES

(1) Witness

(2) Witness

Print Name

Print Name

SECTION FIVE
INSURANCE REQUIREMENTS AND
RESPONSE FORMS REQUIRED BY MONROE COUNTY, FLORIDA

**RISK MANAGEMENT
POLICY AND PROCEDURES
AGREEMENT ADMINISTRATION MANUAL**

**Indemnification and Hold Harmless
for
Other Contractors and Subcontractors**

The Firm covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Firm or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act of omission of the Firm or its Subcontractors in any tier, their employees, or agents.

In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the Firm's failure to purchase or maintain the required insurance, the Firm shall indemnify the County from any and all increased expenses resulting from such delay.

The first ten dollars (\$10.00) of remuneration paid to the Firm is for the indemnification provided for above.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

RESPONSE FORM

**RESPONSE TO: MONROE COUNTY BOARD OF COUNTY COMMISSIONERS
c/o PURCHASING DEPARTMENT
GATO BUILDING, ROOM 1-213
1100 SIMONTON STREET
KEY WEST, FLORIDA 33040**

I acknowledge receipt of Addenda No.(s) _____

I have included:

Proposal _____ Ethics Clause _____
Non-Collusion Affidavit _____ Drug Free Workplace Form _____
Local Preference _____

In addition, I have included a current copy of the following professional licenses and business tax receipts:

(Check mark items above, as a reminder that they are included.)

Mailing Address: _____ Telephone: _____

_____ Fax: _____

_____ Date: _____

Signed: _____

Witness: _____

(Seal)

(Name)

(Title)

NON-COLLUSION AFFIDAVIT

I, _____ of the city of _____ according to law on my oath, and under penalty of perjury, depose and say that:

I am _____ of the Firm of _____ the Proposer making the Proposal for the project described in the Notice of Request for Proposals for:

_____ and that I executed the said Proposal with full authority to do so;

1. The prices in this Proposal have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to Proposal opening, directly or indirectly, to any other Proposer or to any competitor;
3. No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit, or not to submit, a Proposal for the purpose of restricting competition; and
4. The statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding agreements for said project.

(Signature of Proposer)

(Date)

STATE OF: _____

COUNTY OF: _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ who, after first being sworn by me, (name of individual signing) affixed his/her signature in the space provided above on this ____ day of _____ 20____.

NOTARY PUBLIC

My Commission Expires: _____

ETHICS CLAUSE

SWORN STATEMENT UNDER ORDINANCE NO. 10-1990
MONROE COUNTY, FLORIDA

_____ warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of this provision the County may, in its discretion, terminate this agreement without liability and may also, in its discretion, deduct from the agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this ____ day of _____, 20__.

NOTARY PUBLIC

My commission expires: _____

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

(Name of Business)

1. Publishes 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.
2. Informs 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.
3. Gives each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notifies the employees that, as a condition of working on the commodities or contractual services that are under Proposal, the employee will abide 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 (Florida Statutes) 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.
5. Imposes 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, or any employee who is so convicted.
6. Makes 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.

Proposer's Signature

Date

LOCAL PREFERENCE FORM

A. Vendors claiming a local preference according to Ordinance 023-2009 must complete this form.

Name of Proposer/Responder _____ Date: _____

1. Does the vendor have a valid receipt for the business tax paid to the Monroe County Tax Collector dated at least one year prior to the notice or request for bid or proposal? _____
(Please furnish copy.)

2. Does the vendor have a physical business address located within Monroe County from which the vendor operates or performs business on a day to day basis that is a substantial component of the goods or services being offered to Monroe County? _____

List Address: _____

Telephone Number: _____

B. Does the vendor/prime contractor intend to subcontract 50% or more of the goods, services or construction to local businesses meeting the criteria above as to licensing and location?

If yes, please provide:

1. Copy of receipt of the business tax paid to the Monroe County Tax Collector by the subcontractor dated at least one year prior to the notice or request for bid or proposal.

2. Subcontractor address within Monroe County from which the subcontractor operates:

_____ Tel. Number _____

_____ Print Name: _____

Signature and Title of Authorized Signatory for Bidder/Responder

STATE OF _____

COUNTY OF _____

On this ____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____, known to me to be the person whose name is subscribed above or who produced _____ as identification, and acknowledged that he/she is the person who executed the above Local Preference Form for the purposes therein contained.

Notary Public

Print Name

My commission expires: _____

Seal

SECTION SIX
REQUEST FOR PROPOSAL CHECKLIST

Please ensure that all items have been checked before submitting request for Proposal. Submit this checklist as the last page of your proposal.

- 1. Cover Page
- 2. Narrative Self-Analysis
- 3. References
- 4. Account Information
- 5. Financial Statements, Accounting and Bookkeeping Procedures
- 6. Staff Information
- 7. Service Capability to Monroe County
- 8. Compensation
- 9. Written Presentation
- 10. Pending Litigation
- 11. County Proposal Forms
- 12. Other Information
- 13. Completed Proposal Checklist