

**AGREEMENT FOR SALES REPRESENTATIVE AND PUBLIC RELATIONS
SERVICES (CANADA & SOUTH AMERICA)**

THIS AGREEMENT (the "Agreement") is entered into as of the Effective Date (defined in Section 1, below) by and between Polk County (the "County"), a political subdivision of the State of Florida, situated at 330 W. Church Street, Bartow, Florida, 33830, and PR Latin America, Inc. dba TM Latin America (the "Firm"), a Florida corporation, 524 Sapphire Drive, Davenport, FL 33837, and whose Federal Employer Identification Number is 26-2820547.

WHEREAS, the Firm has considerable expertise in Canadian and South American sales and public relations; and

WHEREAS, the County desires to employ the Firm to provide Polk County Tourism and Sports Marketing Division with a Sales and Public Relations firm that has the ability to promote and market Central Florida's Polk County, and its tourism related offerings, to travel agents, tour operators and media outlets in Canada and South America; and

WHEREAS, the County has solicited for these firm services via an advertised request for proposal ("RFP 22-344") and has received numerous responsive proposals thereto; and

WHEREAS, after review and consideration of all responsive proposals, the County intends to engage the Firm to provide it the professional firm services; and

WHEREAS, the Firm is able and agreeable to providing the County the firm services and represents that it is competent, qualified, capable and prepared to do so according to the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the County and the Firm hereby agree, as follows:

1.0 Effective Date; Term

1.1 This Agreement shall take effect on the date (the "Effective Date") of its execution by the County.

1.2 The term of this Agreement shall be for a six (6) year time period, commencing upon the Effective Date and remaining in full force and effect thereafter, unless otherwise sooner terminated as provided herein.

2.0 Firm Services

2.1 The County does hereby retain the Firm to furnish those services and to perform those tasks (collectively, the "Services") as further described in (i) the County's Request

for Proposals RFP #22-344, to include all attachments and addenda and (ii) the Firm's responsive proposal (collectively, (i), and (ii) are "RFP 22-344"), all of which are incorporated into this Agreement by this reference, attached hereto as a composite Exhibit "A" and made a part of this Agreement.

2.2 When the County requires the Firm to perform Other Related Services beyond the activities included in the monthly expense plan for a particular project (each, a "Project"), the County, by the Tourism & Sports Marketing Division Marketing Manager or their Designee, will issue a purchase order to the Firm along with a specific scope of Services, not to exceed amount and time schedule for the Project and all provisions of this Agreement shall apply to the purchase order, and backup documents (collectively a "Work Authorization"), with full force and effect as if appearing in full within each Work Authorization. Each Work Authorization will also state the following Project information: specific scope of services, maximum amount of compensation, Project schedule, liquidated damages (if applicable), and completion date. Each Work Authorization shall become effective upon due execution and issuance of a purchase order.

2.3 The Firm is not authorized to undertake any Project without a duly executed purchase order and corresponding Work Authorization, which shall specify the work to be performed and the time to be completed. The Firm recognizes and acknowledges that the County may employ several different Firms to perform the same or similar Services for the County and that the Firm has not been employed as the exclusive agent to perform any such Services.

2.4 If the Firm and the County enter into a Work Authorization whose term expires on a date that is later than the date that the Agreement expires, then the terms of this Agreement and any amendments, attachments or provisions thereof shall automatically extend through and until the Firm has fully performed (including any extension or amendment thereto) all requirements of the Work Authorization. Cancellation by the County of any remaining work prior to the Firm's full completion of the requirements of any such Work Authorization shall cause the terms of this Agreement to terminate at the same time. This Section 2.4 applies only when the expiration of the Work Authorization extends beyond the expiration of this Agreement. This section does not apply when a Work Authorization expires or is cancelled prior to the expiration of this Agreement.

3.0 Compensation

3.1 General

3.1.1 In consideration for its providing the Services, the County shall pay the Firm a lump sum amount of \$159,096 annually, paid in monthly increments in accordance with the fee schedule shown on Exhibit "B" which is attached hereto and made a part of this Agreement.

3.1.2 At its option the County may choose to engage the Firm to perform other related services beyond the activities included in the monthly expense plan for which the County shall pay the Firm an established not to exceed amount in accordance with the fixed fee unit rates for Other Additional Services (Items 2-7) stated on the attached Exhibit "B."

3.1.3 All the Firm's invoices for payment must reference the Agreement and must be submitted using a form approved by the County Auditor.

3.1.4 The Firm shall attach all appropriate cost substantiations to the invoice and shall deliver the invoices to:

Tourism & Sports Marketing Division
2701 Lake Myrtle Park Road
Auburndale, Florida 33823
Attention: Marketing Manager

3.1.5 The Firm will clearly state "Final Invoice" on the Firm's final/last billing for the Services rendered to the County. The Firm's submission of a Final Invoice is its certification that all Services have been properly performed and all charges and costs have been invoiced to the County. This account will be closed upon the County's receipt of a Final Invoice. The Firm hereby waives any charges not properly included on its Final Invoice.

3.1.6 The County's payment of the Final Invoice shall not constitute evidence of the County's acceptance of the Firm's performance of the Service or the County's acceptance of any work.

3.1.7 By its submission of an invoice, the Firm's project manager or designated payroll officer shall be deemed to be attesting to the correctness and accuracy of all charges and requested reimbursements stated in such invoice.

3.2 Reimbursable Expenses

3.2.1 All Firm requests for payment of expenses eligible for reimbursement under the terms of this Agreement shall be reimbursed per the County's Reimbursable Schedule that is attached hereto as Exhibit "C" and made a part of this Agreement.

The Firm's requests for payment shall include copies of paid receipts, invoices or other documentation acceptable to the County's Auditor. To qualify for reimbursement, the Firm's documentation shall be sufficient to establish that the expense was actually incurred and necessary in the Firm's performance of the Services in accordance with this Agreement.

3.2.2 Reimbursable Expenses are the actual, pre-approved, expenses incurred directly in connection with the Firm providing the Services and include the following:

- Overnight Deliveries
- Reproduction
- Professional Associate(s) (if preapproved in writing by County)
- Long Distance phone calls

3.2.3 Mileage and associated travel costs shall be reimbursed in accordance with F.S. 112.061 and County policy for pre-approved out-of-county travel.

3.2.4 Reimbursable Expenses, including preapproved Subconsultants, shall be reimbursed at cost.

3.2.5 Pre-approved travel costs shall be reimbursed in accordance with Florida Statutes, section 112.061 and COUNTY policy.

4.0 Firm's Responsibilities

4.1 The Firm shall be responsible for the professional quality, accuracy, competence, methodology, and the coordination of all Services performed pursuant to this Agreement.

4.2 The County's review, approval, acceptance, or payment for any of the Firm's Services shall not be construed to: (i) operate as a waiver of any rights the County possesses under this Agreement; or (ii) waive or release any claim or cause of action arising out of the Firm's performance or nonperformance of this Agreement. The Firm shall be and will always remain liable to the County in accordance with applicable law for any and all damages to the County caused by the Firm's negligent or wrongful performance or nonperformance of any of the Services to be furnished under this Agreement.

5.0 Ownership of Documents

All analyses, reference data, bills, completed reports, or any other form of written instrument or document created or resulting from the Firm's performance of the Services pursuant to this Agreement shall become the property of the County after payment is made to the Firm for such instruments or documents.

6.0 Termination

6.1 The County may terminate this Agreement, in whole or in part, at any time, either for the County's convenience or because of the failure of the Firm to fulfill its obligations under this Agreement, subject to the cure period provided in Section 26.0, by delivering written notice to the Firm. Upon receipt of such notice, the Firm shall:

6.1.1 Immediately discontinue all affected Services unless the notice directs otherwise, and

6.1.2 Deliver to the County all data, reports, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the Firm in performing this Agreement, whether completed or in process.

6.2 Unless in dispute or subject to the County's right of set-off or other remedy, the Firm shall be paid for Services actually rendered to the date of termination.

6.3 The rights and remedies of the County provided for in this Section 6 are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

7.0 No Contingent Fees

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

8.0 Assignment

The Firm shall not assign, transfer, or encumber this Agreement, or any interest herein, under any circumstances, without obtaining the prior written consent of the County, which consent may be withheld in the County's exercise of its reasonable discretion.

9.0 Professional Associates and Subconsultants

If the Firm requires the assistance of any professional associates or subconsultants in connection with its providing the Services the Firm must obtain the prior express written approval

of the County, which the County may withhold in its discretion, before any such professional associate or subconsultant may perform any work for the County. If after obtaining the County's approval the Firm utilizes any professional associates or subconsultants in the delivery of the Services then the Firm shall remain solely and fully liable to the County for the performance or nonperformance of all such professional associates and subconsultants. The failure of a professional associate or subconsultant to timely or properly perform any of its obligations to the Firm shall not relieve the Firm of its obligations to the County under this Agreement.

10.0 Indemnification of County

Firm, to the maximum extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County) protect and hold the County, and its officers, employees and agents harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses (including, without limitation, attorneys' fees costs and expenses incurred during negotiation, through litigation and all appeals therefrom) whatsoever including, but not limited, to those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Firm to comply with applicable laws, rules or regulations, (ii) the breach by Firm of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of Firm's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Firm, its professional associates, subconsultants, agents, and employees provided, however, that Firm shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence.

11.0 Insurance Requirements

The Firm shall maintain at all times the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below. The Firm shall provide the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. The County shall be named as an additional insured on General and Automobile Liability policies. General Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of Polk County. The commercial General Liability Policy shall (by endorsement if necessary) provide contractual liability coverage for the contractual indemnity stated in Section 10, above. All insurance coverage shall be written with a company having an

A.M. Best rating of at least the “A” category and size category of VIII. The Firm’s self-insured retention or deductible per line of coverage shall not exceed \$25,000 without the permission of the County. In the event of any failure by the Firm to comply with the provisions of this Section 11, the County may, at its option, upon notice to the Firm suspend Firm's performance of the Services for cause until there is full compliance. Alternatively, the County may purchase such insurance at the Firm’s expense, provided that the County shall have no obligation to do so and if the County shall do so, the Firm shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage.

Comprehensive Automobile Liability Insurance. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

Commercial General Liability. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations:

Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

Independent Firms:

Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)

Workers Compensation. The Firm shall provide, pay for, and maintain workers compensation insurance on all employees, its agents or subconsultants as required by Florida Statutes.

12.0 Public Entity Crimes

The Firm understands and acknowledges that this Agreement will be voidable by the County in the event the conditions stated in Florida Statutes, Section 287.133 relating to conviction for a public entity crime apply to the Firm.

13.0 Non-Discrimination

The Firm warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

14.0 Designation of Party Representatives

14.1 Upon receipt of a request from the Firm, the County shall designate in writing one or more of its employees who are authorized to act by and on behalf of the County to transmit instructions, receive information and interpret and define the County's policy and decisions with respect to the Services to be provided pursuant to this Agreement.

14.2 The Firm shall designate or appoint one or more Firm representatives who are authorized to act on behalf of and to bind the Firm regarding all matters involving the conduct of its performance pursuant to this Agreement.

15.0 All Prior Agreements Superseded

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document or its designated exhibits. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

16.0 Modifications, Amendments or Alterations

No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless agreed to and executed in writing by both parties to this Agreement in a form acceptable to the County.

17.0 Independent Firm

Nothing stated in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties, or as constituting the Firm (including its officers, employees, and agents) as the agent, representative, or employee of the County for any purpose, or in any manner, whatsoever. The Firm is to be and shall remain forever an independent firm with respect to all Services performed under this Agreement. The Firm shall not pledge the County's credit or make the County a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and the Firm shall have no right to speak for or bind the County in any manner.

18.0 Public Records Law

(a) The Firm acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Firm further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Firm shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Firm acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided 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 for the duration of the term of this Agreement and following completion of this Agreement if the Firm does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Firm or keep and maintain public records required by the County to perform the service. If the Firm transfers all public records to the County upon completion of this Agreement, the Firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Firm keeps and maintains public records upon completion of this Agreement, the Firm shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

(c) IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

**RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RML@POLK-COUNTY.NET**

19.0 Compliance with Laws and Regulations

In providing all Services pursuant to this Agreement, the Firm shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such Services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the County to terminate this Agreement immediately upon delivery of written notice of termination to the Firm.

20.0 Governing Law and Venue

This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida. Each party shall be responsible for its own attorneys' fees and other legal costs and expenses.

21.0 Notices

Whenever either party desires to give notice unto the other, it must be given by written notice, delivered (i) in person, (ii) via registered or certified United States mail, postage prepaid with return receipt requested, or (iii) via nationally recognized overnight delivery service, and addressed to the party for whom it is intended at the place last specified by each party. The place for giving of notice shall remain such until it is changed by written notice delivered in compliance with the provisions of this Section 21. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For County:	Tourism & Sports Marketing Division 2701 Lake Myrtle Park Road Auburndale, Florida 33823 Attention: Marketing Manager
For Firm:	PR Latin America, Inc. 524 Sapphire Drive Davenport, FL 33837 Attention: Victor Manjarres

22.0 Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement; any void provision shall be deemed severed from the Agreement and the balance of the Agreement

shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

23.0 Annual Appropriations

Firm acknowledges that during any fiscal year the County shall not expend money, incur any liability, or enter into any agreement which by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Accordingly, any agreement, verbal or written, the County may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The County may enter into agreements whose duration exceeds one year; however, any such agreement shall be executory only for the value of the services to be rendered which the County agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the County's performance and obligation to pay the Firm under this Agreement is contingent upon annual appropriations being made for that purpose.

24.0 Employment Eligibility Verification (E-VERIFY)

A. For purposes of this section, the following terms shall have the meanings ascribed to them below, or as may otherwise be defined in Section 448.095, Florida Statutes, as amended from time to time:

(i) "Firm" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration; and

(ii) "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees; and

(iii) "Subconsultant" means a person or entity that provides labor, supplies, or services to or for a firm or another subconsultant in exchange for salary, wages, or other remuneration.

B. Pursuant to Section 448.095(2)(a), Florida Statutes, effective January 1, 2021, public employers, firms and subconsultants shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. The Firm acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat.,

is an express condition of this contract, and the County may treat a failure to comply as a material breach of this contract.

C. By entering into this contract, the Firm becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subconsultants to provide an affidavit attesting that the subconsultant does not employ, contract with, or subcontract with, an unauthorized alien. The *Firm* shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this contract, or if a subconsultant knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Firm, the Firm may not be awarded a public contract for a period of 1 year after the date of termination. The Firm shall be liable for any additional costs incurred by the County as a result of the termination of this contract. Nothing in this section shall be construed to allow intentional discrimination of any class protected by law.

25.0 Firm Representations

25.1 The Firm hereby represents and warrants the following to the County:

25.1.1 Firm is a corporation that is duly organized and existing in good standing under the laws of the State of Florida with full right and authority to do business within the State of Florida.

25.1.2 Firm's performance under this Agreement will not violate or breach any contract or agreement to which the Firm is a party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation.

25.1.3 Firm has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.

25.1.4 Firm now has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

25.1.5 Firm has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

25.1.6 Firm has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.

25.1.7 Firm shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.

25.1.8 Firm shall, at no additional cost to County, re-perform those Services which fail to satisfy the foregoing standard of care or which otherwise fail to meet the requirements of this Agreement.

25.1.9 Each individual executing this Agreement on behalf of the Firm is authorized to do so.

26.0 Default and Remedy

If the Firm materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the Firm receives written notice of the default from the County, then the County shall have the right to (i) immediately terminate this Agreement by delivering written notice to the Firm, and (ii) pursue any and all remedies available in law, equity, and under this Agreement. If the County materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the County receives written notice of the default from the Firm, then the Firm shall have the right to immediately terminate this Agreement by delivering written notice to the County. Upon any such termination, the County shall pay the Firm the full amount due and owing for all Services performed through the date of Agreement termination.

27.0 Limitation of Liability

IN NO EVENT, SHALL THE COUNTY BE LIABLE TO THE FIRM FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

28.0 Waiver

A waiver by either County or Firm of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach of this

Agreement. The making or acceptance of a payment by either party with the knowledge of the other party's existing default or breach of the Agreement shall not waive such default or breach, or any subsequent default or breach of this Agreement, and shall not be construed as doing so.

29.0 Attorneys' Fees and Costs

Each party shall be responsible for its own legal and attorneys' fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

30.0 Force Majeure

Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-

performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

31.0 Key Personnel

The Firm shall notify the County if any of the Firm's Key Personnel (as defined, below) change during the Term of the Agreement. To the extent possible, the Firm shall notify the County at least ten (10) days prior to any proposed change in its Key Personnel. At the County's request the Firm shall remove without consequence to the County any of the Firm's consultants, sub-contractors, sub-consultants, agents or employees and replace the same with an appropriate substitute having the required skill and experience necessary to perform the Services. The County shall have the right to reject the Firm's proposed changes in Key Personnel. The following individuals shall be considered "Key Personnel:"

Name: Victor Manjarres, President

Name: Juanita Ariza, Associate Vice President/ Canada Account Manager

Name: Henry Alejandro Buitrago, South America Account Manager

Name: Alice Monica Medina, Public Relations & Marketing Manager

32.0 Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).

(i) By its execution of this Agreement, the Firm hereby certifies to the County that the Firm is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Firm engaged in a boycott of Israel, nor was the Firm on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(ii) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000), then the Firm further certifies to the County as follows:

(a) the Firm is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

(b) the Firm is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

(c) the Firm is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(d) the Firm was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

(iii) The Firm hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Firm for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

(i) The Firm is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Firm is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Firm is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Firm is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).

33. No Construction Against Drafter

The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

34. Unauthorized Alien(s)

The Firm shall not employ or utilize unauthorized aliens in the performance of the Services provided pursuant to this Agreement. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a) and a cause for the County's unilateral termination of this Agreement. When delivering executed counterparts of this Agreement to the County, the Firm shall also deliver a completed and executed counterpart of the attached "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" form.

**(THE REMAINDER OF THE PAGE IS LEFT INTENTIONALLY BLANK;
THE AGREEMENT CONTINUES ON THE FOLLOWING PAGE
WITH THE PARTIES SIGNATURES.)**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

STACY M. BUTTERFIELD
CLERK OF THE BOARD

Polk County, a political subdivision
of the State of Florida

By: _____
Deputy Clerk

By: _____
Dr. Martha Santiago, Chairperson
Board of County Commissioners

Date Signed By County _____

Reviewed as to form and legal sufficiency:

Sandra B. Howell 8/12/22
County Attorney's Office Date

ATTEST:

PR Latin America, Inc. dba TM Latin
America, a Florida corporation

By: _____
VICTOR MANJARRES

PRINT NAME

PRESIDENT
TITLE

ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF _____ County OF _____
 The foregoing instruments was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ (Date) by _____ (Name of officer or agent) as _____ (title of officer or agent) of the Company on behalf of the Company, pursuant to the powers conferred upon him/her by the Company. He/she personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____ (Date).
 _____ (Official Notary Signature and Notary Seal)
 _____ (Name of Notary typed, printed or stamped)
 Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF FLORIDA County OF POLK
 The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 08/28/2022 (Date) by Victor Manjales (Name of officer or agent) as President (title of officer or agent) of the Corporation on behalf of the Corporation, pursuant to the powers conferred upon him/her by the Corporation. He/she personally appeared before me at the time of notarization, and ☒ is personally known to me or ☐ has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this 08/28/2022 (Date).
Graziela Juliana Belaz Khreis (Official Notary Signature and Notary Seal)
Graziela Juliana Belaz Khreis (Name of Notary typed, printed or stamped)
 Commission Number HH 36941 Commission Expiration Date 08/26/2024

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ County OF _____
 The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ (Date) By _____ (Name of acknowledging) who personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced _____ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____ (Date).
 _____ (Official Notary Signature and Notary Seal)
 _____ (Name of Notary typed, printed or stamped)
 Commission Number _____ Commission Expiration Date _____

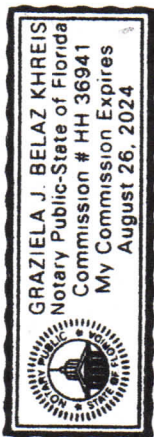


Exhibit "Ai"

RFP NOTICE

Polk County, a political subdivision of the State of Florida, requests the submittal of proposals from firms that are interested in providing *Sales and Public Relations Services* as described herein. Sealed proposals must be received in the Procurement Division, prior to the due date and time listed below.

RFP Number and Title: 22-344, Canada & South America Public Relations and Sales Representative

Description: Provide Polk County Tourism and Sports Marketing Division with a Sales and Public Relations firm that has the ability to promote and market Central Florida's Polk County, and its tourism related offerings, to travel agents, tour operators and media outlets in Canada and South America.

Receiving Period: Prior to 2:00 p.m., Wednesday, May 25, 2022

Bid Opening: Wednesday, May 25, 2022, at 2:00 p.m. or as soon as possible thereafter.

This form is for RFP registration only. Please scroll down for additional information.

Special Instructions: N/A

Questions regarding this RFP must be in writing and must be sent to Danielle Rose, Procurement Analyst, via email at daniellerose@polk-county.net or via fax at (863) 534-6789. All questions must be received by, Tuesday, May 17, 2022, 4:00 p.m.

RFP REGISTRATION

You must register using this form to receive notice of any addenda to these documents. Please fax the completed form to the Procurement Division as soon as possible. It is the Firm's responsibility to verify if addenda have been issued.

RFP Number: 22-344

RFP Title: Canada & South America Public Relations and Sales Representative

This form is for bid registration only. Please scroll down for additional information.

Carefully complete this form and return it to the Procurement Division via e-mail to procurement@polk-county.net or fax (863) 534-6789. You must submit one form for each solicitation that you are registering for.

Company Name: _____

Contact Name: _____

Mailing Address: _____

City: _____

State: _____

Zip Code: _____

Phone Number: _____

Email: _____

Bid Label

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a "Sealed RFP". Be sure to include the name of the company submitting the proposal where requested.

Sealed Bid. DO NOT OPEN	
Sealed RFP Number	22-344
RFP Title	Canada & South America Public Relations and Sales Representative
Due Date/Time:	May 25, 2022, prior to 2:00 pm
Submitted by:	
Deliver To:	Polk County Procurement Division 330 West Church Street, Room 150, Bartow, Florida 33830

Proposals may be mailed, express mailed or hand delivered. It is the Proposers responsibility to ensure their package is delivered to the Procurement Division prior to 2:00 p.m. on the Receiving date and time referenced above. Proposals delivered at 2:00 p.m. or later will not be accepted.

POLK COUNTY
Procurement Division
Fran McAskill
Procurement Director
REQUEST FOR PROPOSAL 22-344
Canada & South America Public Relations and Sales Representative

Sealed proposals will be received in the Procurement Division, Wednesday, May 25, 2022, prior to 2:00 p.m.

Attached are important instructions and specifications regarding responses to this Request for Proposal (the "RFP"). The failure of a responding proposer (a "Proposer") to follow these instructions could result in Proposer disqualification from consideration for a contract to be awarded pursuant to this RFP.

This document is issued by Polk County (the "County") which is the sole distributor of this RFP and all addenda and changes to the RFP documents. The County shall record its responses to inquiries and provide any supplemental instructions or additional documents pertaining to this RFP in the form of written addenda to the RFP. The County shall post all such addenda, together with any other information pertaining to this RFP, on the County's website at <https://www.polk-county.net/procurement/bids>. It is the sole responsibility of each Proposer to review the website prior to submitting a responsive proposal (a "Proposal") to this RFP to ensure that the Proposer has obtained all available instructions, addenda, changes, supporting documents, and any other information pertaining to this RFP.

The County is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the County and the Proposer should not rely on such sources for information regarding the RFP solicitation.

Questions regarding this RFP must be in writing and must be sent to Danielle Rose, Procurement Analyst, via email at daniellerose@polk-county.net or via fax at (863) 534-6789. **All questions must be received by Tuesday, May 17, 2022, 4:00 p.m.**

Proposers and any prospective proposers shall not contact, communicate with or discuss any matter relating in any way to this RFP with any member of the Polk County Board of County Commissioners or any employee of Polk County other than the County Procurement Director or the individual designated above. This prohibition begins with the issuance of the Request for Proposal and ends upon execution of the final contract. Any such communication initiated by a Proposer or prospective proposer shall be grounds for disqualifying the offender from consideration for a contract to be awarded pursuant to this RFP and for contracts to be awarded pursuant to RFPs or Requests for Bid that the County may issue in the future.

A Proposer's responsive Proposal to this RFP may be mailed, express mailed, or hand delivered to:

Polk County Procurement Division
330 West Church Street, Room 150
Bartow, Florida 33830
(863)534-6757

Introduction/Background

Polk County, a political subdivision of the State of Florida, is soliciting proposals from qualified firms to provide the Tourism and Sports Marketing (PCTSM) Division an experienced Canadian and South American sales and public relations firm to further their reach in these key international markets. This project will involve travel/trade sales, consumer sales, public relations, and other channels to promote Polk County as a tourism destination in the Americas. The Firm does not have to be based in either region but does need to be able to demonstrate an extraordinarily strong presence and working knowledge of the markets and maintain key contacts in the markets.

It is the intent of the County to enter into an agreement with one firm.

Scope of Services

Minimum Monthly Requirements:

1. In cooperation with PCTSM, develop an annual marketing plan and strategies to accomplish the stated objectives in key targeted markets within the Americas.
2. Educate travel agents, tour operators, consumers and media outlets in Canada and South America about the potential of Polk County as a tourism destination.
3. Develop relationships with Canadian and South American media outlets including, but not limited to, print, broadcast and online in order to gain media exposure and third-party articles, videos and online coverage featuring Polk County as a tourism destination.
4. Educate consumers about the tourism related offerings for vacations in Polk County.
5. Identify and develop key markets within Canada and South America.
6. Recruit qualified media representatives and social media influencers and organize a minimum of three (3) press tours per year.
7. Produce regular e-newsletters and other communication pieces to be distributed to travel agents, tour operators, etc. in each market.
8. Distribute press releases to media outlets in key markets within Canada and South America.
9. Attend trade shows on behalf of PCTSM and with PCTSM staff members.

10. Assist with translation of collateral materials, visitor websites, press releases and newsletters.
11. Develop and optimize digital/social media channels in Canadian and South American markets that are targeted and results oriented.

Other Related Services:

12. In conjunction with performance under the approved contract, the successful firm may be required to attend additional progress meetings.
13. Agreed upon travel will be reimbursed at cost upon receipt of proper related documentation; itemized invoice and/or copy of paid receipt. Documentation must be provided to the Project manager for review and approval prior to submitting with their monthly invoice.
14. Additional related services may be required outside what is currently listed within the Scope of Services above. These services may include, but are not limited to, translation services, design work, etc. If additional services are requested, a purchase order will be issued along with a scope of services, not to exceed amount based on an hourly rate, and time schedule. Proposers must provide an hourly rate for any additional services that may be provided by your firm in relation to these services under Tab 4, Cost of Services.

The County shall request the services on an as-needed basis and has a current budget of \$100,000, which is evaluated on an annual basis. Depending on the services provided and strategies implemented, there is potential to increase this budget if there is sufficient proof that doing so would lead to an increased return on investment. There is no guarantee that any or all of the services described in the agreement will be assigned during the term of the agreement. Further, the firm is providing these services on a nonexclusive basis. The County, at its option, may elect to have any of the services set forth herein performed by other firms or County staff.

AGREEMENT

The term of this agreement will be for 6 years unless otherwise terminated in accordance with the Agreement.

SUBMITTAL

Submittals should not contain information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The responses should be in the same order as the selection and evaluation procedures. Proposals are to be printed double-sided. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective submittal to this solicitation are not desired and may be construed as an indication of the proposer's lack of cost consciousness.

Elaborate artwork, expensive visual aids, and other presentation aids are neither

necessary nor desired, unless specifically requested. The proposal submittals should be contained within a three (3) ring binder (original and each copy in separate binders).

Each submittal should contain:

Tab 1, Introduction:

Introduction letter describing your firm, experience, number of years in business, contact name, company address, phone number and email address of contact person who will be responsible for this account. (One page, single or double sided)

Tab 2, Experience and Expertise (40 Points)

- Provide your firm's organization structure
- Provide a resume for the project manager and all key personnel that will be involved in providing the services as outlined in the scope of work. (1 page single or double sided for each resume)
- Describe in detail the firm's experience with providing past campaigns similar to size and scope of work as outlined in this RFP. (One page, single or double sided)
- Provide a maximum of three (3) projects that demonstrates your firm's experience with Destination Marketing Organization (DMO) projects/clients for similar scope of work services in the past three (3) years. For each project identified please include (2 pages max for each project, single or doubled sided):
 - Client Name
 - Contact person
 - Contact's phone number and email address
 - Cost of the services
 - Start and end date of project
 - Brief description of the services provided.

Tab 3, Approach and Methodology (40 points)

- Provide a detailed project approach outlining how you propose to respond to and manage this project outlined within the Scope of Services, addressing specifically sales, public relations and other methods that will be used to promote Polk County as a tourism destination throughout Canada and South America. Include clearly defined strategies and tactics. (Five pages maximum, single or double sided)

- Please clearly define your firms project work schedule detailing media plans, targeted travel/trade and consumer shows and targeted travel trade professionals. (Two pages max, single or double sided)
- Please describe the specific abilities of the firm/team to be assigned to this project in regard to this approach. Include any innovative approaches to providing the services, and include any additional information not directly cited in the scope of services.
- Briefly describe firm's quality assurance/quality control program.

Tab 4, Cost (10 Points)

Complete Attachment "A" Cost Sheet and submit with proposal. The Proposer providing the lowest overall cost will receive the maximum ten (10) points for Tab 4, Cost.

During Elevation Level 4, Contract negotiations, the cost amount submitted may be negotiated.

Tab 5, Surveys of Past Performance (10 Points)

- Provide reference surveys from past clients for the projects identified under Tab 2.
- Completed surveys. (See Exhibit 1) Procurement will take the average of all surveys and score as follows:
 - Average Score between 9-10 (10 Points)
 - Average Score between 7-8 (8 Points)
 - Average Score between 5-6 (6 Points)
 - Average Score between 3-4 (4 Points)
 - Average Score between 1-2 (2 Points)
 - Average Score of 0 (0 Points)

SUBMITTAL OF PROPOSALS

Interested parties are invited to submit one (1) original marked ORIGINAL and five (5) copies marked COPY of their proposal in a sealed envelope to the Procurement Division. The envelope should be labeled "RFP #22-344, Canada and South America Public Relations and Sales Representative" and marked with the proposer's name and address. The Proposals may be mailed or delivered to:

**Polk County Procurement Division
330 West Church Street, Room 150**

Bartow, FL 33830

The response shall be received by the County only at the above address prior to **2:00 p.m., Wednesday, May 25, 2022.**

The delivery of the response on the above date and prior to the specified time is solely the responsibility of the proposer.

The submittal may be withdrawn either by written notice to the Procurement Director or in person, if properly identified, at any time prior to the above submittal deadline.

BID OPENING

Proposers may attend the Bid Opening via conference call by dialing (646) 558-8656 and enter Meeting ID: 327 647 2818. Proposers that want to attend in person may do so in compliance with safe COVID 19 practices. A listing of all proposers will be posted to Procurement's website as soon as possible after bid opening.

EVALUATION CRITERIA AND SELECTION PROCESS

Proposals will be evaluated in accordance with this section and all applicable County procurement policies and procedures.

The County shall appoint a selection committee (the "Selection Committee") that will be responsible for evaluating and scoring/ranking the Proposals in accordance with this Section.

The County will use a competitive selection process based on the Elevation Levels described in this Section. At Elevation Levels 2 and 3, the Selection Committee will score and/or rank the Proposals as applicable.

Selection of a final Proposal will be based upon the following steps and factors:

Elevation Level 1 (Procurement Requirements Assessment)

The County Procurement Division shall review all Proposals for conformance with RFP guidelines and detailed submittal requirements. At the County's discretion, non-conforming Proposals may be eliminated from further consideration and conforming Proposals shall be elevated to Elevation Level 2.

Procurement will distribute Proposals and evaluation criteria to the Selection Committee.

The Selection Committee may convene to review questions that arise during individual member review of submitted Proposals before Elevation Level 2 to allow for questions,

clarifications, explanations, or other discussion to be held before the review of Proposals is completed.

Elevation Level 2 (Selection Committee Evaluation)

Procurement shall score each Proposal on the following evaluation criteria:

- Cost (Tab 4)-10 points
- Surveys of Past Performance (Tab 5)-10 points

Subtotal Points-20 Points

by the process stated under each corresponding Tab description

Each Selection Committee member shall score each Proposal on the following evaluation criteria:

- Experience and Expertise (Tab 2)-40 points
- Approach and Methodology (Tab 3)-40 points

Subtotal Points-80 points

by the following process:

Each Selection Committee member shall determine which of the following descriptions applies to each of the foregoing evaluation criteria:

EXCELLENT (1.0): Of the highest or finest quality; exceptional; superior; superb; exquisite; peerless. The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited an exceptional and superior degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver far beyond expectation.

VERY GOOD (0.8): To a high degree; better than or above competent and/or skillful. The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a very high degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver beyond expectation.

GOOD (0.6): Having positive or desirable qualities; competent; skilled; above average.

The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a skillful and above-average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at the expected level.

FAIR (0.4): Average; moderate; mediocre; adequate; sufficient; satisfactory; standard.

The Proposer provided information for a given criteria that satisfied the requirements and described sufficiently how and what will be accomplished in a manner that exhibited an adequate and average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a level slightly below expectation.

POOR (0.2): Inadequate; lacking; inferior in quality; of little or less merit; substandard; marginal.

The Proposer provided information for a given criteria that did not satisfy the requirements and described in an inadequate manner how and what will be accomplished. The information provided simply reiterated a requirement, contained inaccurate statements or references, lacked adequate information, or was of inferior quality. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a substandard and inferior level.

UNACCEPTABLE (0.0):

The Proposer failed to provide any information for a given criteria, provided information that could not be understood, or did not provide the information for a given category as requested.

After a Selection Committee member has determined the description applicable for each evaluation criterion, the total points available for such criterion shall be multiplied by the factor associated with the applicable description to produce the number of points allocated for that evaluation criterion. For example, a Selection Committee member

classifies the “Experience and Expertise” criterion (which shall be worth 25 points for the purpose of this example) as “Very Good” (which is a description factor multiplier of 0.8). The points that Selection Committee member allocated for that evaluation criterion would be 20, calculated as follows: 25 available points x 0.8 applicable description factor multiplier = 20 points.

A Selection Committee member’s total score for each Proposal shall equal the sum of the total points allocated for each evaluation criteria.

When all Selection Committee members have completed their proposal evaluations, the individual Selection Committee member’s total scores for each Proposal will be added together to produce a final score for each Proposal.

Procurement will confirm the calculations for the final score for each Proposal. Then, Procurement shall publish a rank-ordered listing of the Proposals to the Selection Committee with the Proposal receiving the highest point as the highest-ranked Proposal.

If the Selection Committee decides to interview Proposers based on the final scores, then at a minimum the Selection Committee shall elevate the two highest-ranked Proposers to Elevation Level 3 for interviews. If the Selection Committee decides not to interview Proposers, they will collectively decide if they would like to recommend the Board, or if applicable the County Manager authorize staff to enter into Contract Negotiations with all Proposers, starting with the highest scoring Proposer. After Board or County Manager approval, as applicable, to authorize staff to negotiate a contract, the Proposers will then be elevated to Elevation Level 4 for contract negotiations.

The determination of whether the County Manager may authorize negotiations, without further approval of the Board, is contingent upon whether the anticipated cost of the agreement exceeds \$100,000. The County Manager may authorize contract negotiations for contracts which are not anticipated to exceed \$100,000 in total.

Elevation Level 3 (Proposer Interviews)

The Selection Committee shall conduct interviews of the Proposers that it has elevated from Elevation Level 2 to Elevation Level 3. During an interview, elevated Proposers shall make a presentation describing the key elements of their Proposal and/or address

any specific topics the Selection Committee may determine necessary. The Selection Committee members will have an opportunity to inquire about any aspect of the RFP and the Proposer's Proposal. After all elevated Proposer interviews, each Selection Committee member shall evaluate each Proposer with emphasis on the following:

Proposer interview and presentation focusing on the key elements of their presentation and answers to questions of the Selection Committee.

After the interviews, each Selection Committee member will individually rank the Proposers in numerical order beginning at number 1 for the highest-ranked Proposer. Procurement shall receive and compile each Selection Committee member's ranking of each Proposer, and then publish a rank-ordered listing of Proposers to the Selection Committee, based on the combined average rankings given each Proposer. The Selection Committee members will then collectively decide if they would like to recommend the Board, or if applicable the County manager, authorize staff to enter into Contract Negotiations with all Proposers elevated to Proposer Interviews, starting with the highest-ranked Proposer. After Board or County Manager approval, as applicable, to authorize staff to negotiate a contract, the highest-ranked Proposer will then be elevated to Elevation Level 4, Contract Negotiations.

The determination of whether the County Manager may authorize negotiations, without further approval of the Board, is contingent upon whether the anticipated cost of the agreement exceeds \$100,000. The County Manager may authorize contract negotiations for contracts which are not anticipated to exceed \$100,000 in total.

Elevation Level 4 (Contract Negotiations)

If a Proposer is elevated to this level, Procurement, with the assistance of the County Attorney's Office, shall negotiate an Agreement with the elevated Proposer.

If after negotiating for a reasonable time period the parties cannot agree on a contract, the County shall, in its sole discretion, terminate further contract negotiations with that Proposer. Procurement shall notify the Selection Committee that contract negotiations with the elevated Proposer have terminated. The Selection Committee shall then determine whether to enter into contract negotiations with the next-highest-ranked Proposer, and so on. If the Selection Committee decides not to recommend contract negotiations with the next-highest-ranked Proposer, and so on, or if the County

determines there is no other Proposer with whom the County can successfully negotiate a contract, then the RFP Selection Process shall terminate.

After contract negotiations with a Proposer are successfully completed pursuant to Elevation Level 4, the Selection Committee shall recommend to the Board of County Commissioners or County Manager, as applicable, that it selects such Proposer to provide the services as outlined in the Agreement. The Board of County Commissioners or County Manager, as applicable, shall make the final decision whether the County shall enter into an Agreement with a Proposer.

The determination of whether the County Manager may execute a contract, without further Board approval, is contingent upon whether the cost of the agreement exceeds \$100,000. The County Manager may execute contracts that do not exceed \$100,000 in total.

GENERAL CONDITIONS

BID OPENING

Proposers may attend the Bid Opening via conference call by dialing (646) 558-8656 and enter Meeting ID: 327 647 2818. Proposers that want to attend in person may do so in compliance with safe COVID 19 practices. A listing of all proposers will be posted to Procurement's website as soon as possible after bid opening.

COMMUNICATIONS

After the issuance of any Request for Proposal, prospective proposers shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposal with the Board of County Commissioners, the County Manager, or any employee of Polk County other than the Procurement Director or as directed in the cover page of the Request for Proposal. This prohibition begins with the issuance of any Request for Proposal and ends upon execution of the final contract. Such communications initiated by a proposer shall be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

INSURANCE REQUIREMENTS

The selected Firm, if any, shall maintain, at all times, in force during the contract period the insurance as specified with an insurer licensed to do business in the State of Florida; rated "A VIII" or better by A.M. Best Rating Company for Class VIII financial size category. Polk County, a political subdivision of the State of Florida, must be named as an additional insured with respect to liability arising from all work being performed for Polk County, for Automobile and General Liability policies of insurance. The certificate holder must be Polk County, a political subdivision of the State of Florida, 330 W Church St, Rm 150, Bartow, Florida 33830. Workers' Compensation Insurance is required to provide statutory benefits, including those that may be required by any applicable federal statute. Any sole proprietor or partner actively engaged in the construction industry, and any corporate officer of a construction or non-construction industry corporation who elects to be exempt from the provisions of the workers' compensation law must provide either a workers' compensation exemption certificate (construction industry) or a letter stating the exemption status and number of employees

(non-construction industry). For non-exempt Firms, Employers Liability in the amount of \$1,000,000. Commercial General Liability Insurance \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages: Completed Operations, Broad Form CG. Comprehensive Automobile Liability Insurance \$1,000,000; combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired and non-owned vehicles. The general liability and worker's compensation policies shall contain a waiver of subrogation in favor of Polk County. An original certificate of insurance must be on file in the Procurement Division before a purchase order will be issued.

INDEMNIFICATION

Firm, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County), protect and hold the County, and its officers, employees and agents, harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses whatsoever (including, without limitation, attorneys' fees, costs, and expenses incurred during negotiation, through litigation and all appeals therefrom) including, without limitation, those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Firm to comply with applicable laws, rules or regulations, (ii) the breach by Firm of its obligations under any Agreement with the County entered into pursuant to this solicitation, (iii) any claim for trademark, patent, or copyright infringement arising out of the scope of Firm's performance or nonperformance of the Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Firm, its professional associates, subcontractors, agents, and employees; provided, however, that Firm shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence. The obligations imposed by this Section shall survive the expiration or earlier termination of the Agreement.

PUBLIC ENTITY CRIMES STATEMENT

A person or affiliate who has been placed on the convicted Firm list following a conviction for a public entity crime may not submit a bid/proposal on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a firm, supplier, subcontractor, or firm under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Firm list. By submitting this proposal, the proposer hereby certifies that they have complied with said statute.

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

The County is an equal opportunity/affirmative action employer. The County is committed to equal opportunity employment effort; and expects Firms that do business with the County to have a vigorous affirmative action program.

WOMEN/MINORITY BUSINESS ENTERPRISE OUTREACH

The County hereby notifies all Proposers that W/MBE's are to be afforded a full opportunity to participate in any request for proposal by the County and will not be subject to discrimination on the basis of race, color, sex or national origin.

AFFIRMATION

By submitting their proposal, the Proposer affirms that the proposal is genuine and not made in the interest of or on behalf of any undisclosed person, Firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; the Proposer has not directly or indirectly induced or solicited any other person to submit a false or sham proposal; the Proposer has not solicited or induced any person, Firm or corporation to refrain from submitting a proposal; and the Proposer has not sought by collusion to obtain for him/herself any advantage over other persons or over the County.

DEVELOPMENT COSTS

Neither the County nor its representative(s) shall be liable for any expenses incurred in connection with preparation of a submittal to the 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 the RFP.

ADDENDA

The County may record its responses to inquiries and any supplemental instructions in the form of written addenda. The addenda will be posted on the County's website at <https://www.polk-county.net/procurement-bids>. It is the sole responsibility of the proposers to check the website to ensure that all available information has been received prior to submitting a proposal.

CODE OF ETHICS

If any proposer violates or is a party to a violation of the code of ethics of Polk County or the State of Florida, with respect to this proposal, such proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from bidding on any future proposals for work, goods, or services for the County.

DRUG FREE WORKPLACE

Preference shall be given to businesses with Drug Free Workplace (DFW) programs. Whenever two or more proposals, which are equal with respect to price, quality and service, are received by the County for the procurement of commodities or contractual services, a proposal received from a business that has provided a statement that it is a DFW shall be given preference in the award process.

APPLICABLE LAWS AND COURTS

This RFP and any resulting agreements shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, State of Florida or the Middle District of Florida, Hillsborough County, Florida. The proposer shall comply with all applicable federal, state and local laws and regulations.

CONTRACT

All contracts are subject to final approval of the Polk County Board of County Commissioners or County Manager, as applicable. Persons or Firms which incur expenses or change position in anticipation of a contract prior to the Board's approval do so at their own risk.

PROPOSAL ACCEPTANCE PERIOD

A proposal shall be binding upon the offeror and irrevocable by it for one hundred and twenty (120) calendar days following the proposal opening date. Any proposal in which offeror shortens the acceptance period may be rejected.

ADDITION/DELETION

The County reserves the right to add to or delete any item from this proposal or resulting agreements when deemed to be in the best interest of the County.

INVOICING AND PAYMENT: The successful proposer shall submit a properly certified invoice to the County at the contract prices. **An original invoice shall be submitted to the appropriate User Division.** The proposer shall include the contract number and/or the purchase order number on all invoices. By submitting an invoice, the proposer's Project Manager or any authorized officer is attesting to the correctness and accuracy of all charges. Invoices will be processed for payment when approved by the appropriate Division's Project Manager or designee. The County's payment of an invoice shall not constitute evidence of the County's acceptance of the Proposers performance of the Service or the County's acceptance of any work.

PROPRIETARY INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposals and the submittals thereto are in the public domain. However, the proposers are required to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. Proposers should provide a redacted copy of proposal with submittal or must provide within thirty (30) days from the Proposal due date.

All proposals received from proposers in response to this Request for Proposal will become the property of the County and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the County.

REVIEW OF PROPOSAL FILES

In accordance with Chapter 119.071 of the Florida Statutes, the submittals received for this Request for Proposal are exempt from review for thirty (30) days after the Bid Opening Date or at Recommendation of Award, whichever event occurs first.

Should the RFP be cancelled and re-solicited for any reason, proposal submittals shall remain exempt from disclosure for a period not to exceed twelve (12) months or at Recommendation of Award of the subsequent solicitation.

RFP PROTEST: Any proposer desiring to file a protest, with respect to a recommended award of any RFP, shall do so by filing a written protest. The written protest must be in the possession of the Procurement Division within three (3) working days of the Notice of Recommended Award mailing date. All proposers who submitted a proposal will be sent a Notice of Recommended Award, unless only one proposal was received.

A copy of the protest procedures may be obtained from the Polk County Procurement Division or can be downloaded from the County's website at <https://www.polk-county.net/procurement/protest-procedures>.

FAILURE TO FOLLOW PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY POLK COUNTY, FLORIDA, SHALL CONSTITUTE A WAIVER OF THE PROPOSER'S RIGHT TO PROTEST AND ANY RESULTING CLAIM.

UNAUTHORIZED ALIEN(S)

The Firm agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this

solicitation, the successful Firm will complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

EMPLOYMENT ELIGIBILITY VERIFICATION (E-Verify)

A. For purposes of this section, the following terms shall have the meanings ascribed to them below, or as may otherwise be defined in Section 448.095, Florida Statutes, as amended from time to time:

(i) "Firm" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration; and

(ii) "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees; and

(iii) "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a firm or another subcontractor in exchange for salary, wages, or other remuneration.

B. Pursuant to Section 448.095(2)(a), Florida Statutes, effective January 1, 2021, public employers, firms and subcontractors shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. The Firm acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

(i) All persons employed by the Firm to perform employment duties during the term of this contract; and

(ii) All persons (including sub-Firms/subconsultants/subcontractors) assigned by the Firm to perform work pursuant to this contract.

C. The Firm acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this section is an express condition of this contract, and the County may treat a failure to comply as a material breach of this contract. By entering into this contract, the Firm becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The *Firm* shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court

of Florida no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Firm, the Firm may not be awarded a public contract for a period of 1 year after the date of termination. The Firm shall be liable for any additional costs incurred by the County as a result of the termination of this contract. Nothing in this section shall be construed to allow intentional discrimination of any class protected by law.

LIMITATIONS

The County reserves the right to revise, amend or withdraw this proposal at any time to protect its interest. Proposers will not be compensated by the County for costs incurred in preparation of responses to this RFP.

ATTORNEY'S FEES AND COSTS: Each party shall be responsible for its own legal and attorney's fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorney's fees, costs and expenses incurred for any appellate or bankruptcy proceedings.

PUBLIC RECORD LAWS

(a) The Firm acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Firm further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Firm shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Firm acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided 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 for the duration of the term of this Agreement and following completion of this Agreement if the Firm does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Firm or keep and maintain public records required

by the County to perform the service. If the Firm transfers all public records to the County upon completion of this Agreement, the Firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Firm keeps and maintains public records upon completion of this Agreement, the Firm shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

(c) IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

**RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET**

Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s)

(I) By its execution of this Agreement, the Firm hereby certifies to the County that the Firm is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Firm engaged in a boycott of Israel, nor was the Firm on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(II) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000), then the Firm further certifies to the County as follows:

(a) the Firm is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

(b) the Firm is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

(c) the Firm is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

- (d) the Firm was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.
 - (iii) The Firm hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Firm for submitting a false certification to the County regarding the foregoing matters.
- B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:
 - (i) The Firm is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Firm is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
 - (ii) The Firm is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Firm is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).

Proposers Incorporation Information (Submittal Page)

The following section should be completed by all bidders and submitted with their bid submittal:

Company Name: _____

DBA/Fictitious Name (if applicable): _____

TIN #: _____

Address: _____

City: _____

State: _____

Zip Code: _____

County: _____

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: _____

Phone Number: _____

Cell Phone Number: _____

Email Address: _____

Type of Organization (select one type)

- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Non-Profit
- ☐ Sub Chapter
- ☐ Joint Venture
- ☐ Corporation
- ☐ LLC
- ☐ LLP
- ☐ Publicly Traded
- ☐ Employee Owned

State of Incorporation: _____

The Successful Firm must complete and submit this form prior to award. The Successful Firm must invoice using the company name listed above.

EXHIBIT 1

DETAILED INSTRUCTIONS ON HOW TO PREPARE AND SEND PERFORMANCE SURVEYS

The objective of this process is to identify the past performance of the Firm submitting a proposal package. This is accomplished by sending survey forms to past customers. The customers should return the forms directly to the Firm. The Firm is to include all surveys in their proposal package.

Sending the Survey

The surveys shall be sent to all clients for whom the Firm has identified under Tab 2. Surveys should correlate to all projects identified under Tab 2.

If more surveys are included, Procurement will only use those identified under Tab 2.

1. The Firm shall complete the following information for each customer that a survey will be sent

CLIENT NAME	Name of the company that the work was performed for (i.e. Hillsborough County).
FIRST NAME	First name of the person who will answer customer satisfaction questions.
LAST NAME	Last name of the person who will answer customer satisfaction questions.
PHONE NUMBER	Current phone number for the reference (including area code).
EMAIL ADDRESS	Current email address for the reference.
PROJECT NAME	Name of the project (Public Relations Sales & Services for Hillsborough County), Etc.
COST OF SERVICES	Cost of services (\$100,000)
DATE COMPLETE	Date when the services were completed. (i.e. 5/31/2017)

2. The Firm is responsible for verifying that their information is accurate prior to submission for references.

3. The survey must contain different services/projects. You cannot have multiple people evaluating the same job. However, one person may evaluate several different jobs.

4. The past projects can be either completed or on-going.

5. The past client/owner must evaluate and complete the survey.

Preparing the Surveys

1. The Firm is responsible for sending out a performance survey to the clients that have been identified under Tab 2. The survey can be found on the next page.
2. The Firm should enter the past clients' contact information, and project information on each survey form for each reference. The Firm should also enter their name as the Firm being surveyed.
3. The Firm is responsible for ensuring all references/surveys are included in their submittal under Tab 5
4. Polk County Procurement may contact the reference for additional information or to clarify survey data. If the reference cannot be contacted, there will be no credit given for that reference.

Survey Questionnaire – Polk County

RFP 22-344, Canada & South America Public Relations and Sales Representative

To: _____ (Name of Person completing
survey)

_____ (Name of Client Company/Firm)

Phone Number: _____ Email: _____

Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

Project name: _____

Name of Firm being surveyed: _____

Cost of Services: Original Cost: _____ Ending Cost: _____

Contract Start Date: _____ Contract End Date: _____

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Firm /individual again) and 1 representing that you were very unsatisfied (and would never hire the Firm /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	
3	Quality of work	(1-10)	
4	Professionalism and ability to manage budget	(1-10)	
5	Ability to communicate with Client and Client's staff	(1-10)	
6	Ability to resolve issues promptly	(1-10)	
7	Ability to follow protocol	(1-10)	
8	Ability to maintain and provide proper documentation	(1-10)	
9	Appropriate application of technology	(1-10)	
10	Overall Client satisfaction and comfort level in hiring	(1-10)	
11	Ability to offer solid recommendations/ plans	(1-10)	
12	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	

Printed Name of Evaluator _____

Signature of Evaluator: _____

Please fax or email the completed survey to: _____

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 22-344, Canada & South America Public Relations and Sales Representative

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY FIRM WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY FIRM OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature: _____

Title: _____

Date: _____

State of: _____

County of: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2022, by _____ (name) as _____ (title of officer) of _____ (entity name), on behalf of the company, who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

ATTACHMENT "A"

COST SHEET

Item#	Description	Estimated Quantity	Unit of Measure	Unit Rate	Total (Est. Quantity X Unit Rate)
1.	Monthly expense plan as described within Scope of Services (inclusive of all associated fees)	12	Month	\$	\$
Other Additional Services (additional services beyond activities included in monthly expense plan)					
2.	Production and Distribution of online Materials - Translation from English to Portuguese or Spanish	20	Page	\$	\$
3.	Production and Distribution of online Materials - Translation from Portuguese or Spanish to English	20	Page	\$	\$
4.	Digital Translation Services	20	Hour	\$	\$
5.	Graphic Design	25	Hour	\$	\$
6.	Web Design	25	Hour	\$	\$
7.	Manage Spanish and/or Portuguese Social Media Accounts and Campaigns	1	Month	\$	\$
GRAND TOTAL (Items 1-7 combined)					\$

**** Pricing must be all-inclusive of all associated fees related to that item**

Exhibit "Aii"

TM Latin America: Tactical Marketing Proposal

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 ORIGINAL

1. INTRODUCTION

TM Latin America by PR Latin America, Inc. has been in the Tourism Marketing business since its inception in 2008. We are a small company, based in Polk County, Florida, minority owned and managed. Our contact information is as follows:

Company Name:	PR Latin America, Inc.
Address:	524 Sapphire Drive, Davenport, Florida, 33837
Phone Number:	(954) 990-3941
Email Address:	vmanjarres@prlatinamerica.com
President and Secretary:	Victor Manjarres

Our experience in Destination Marketing managing successfully projects with DMO clients, among them Visit Kissimmee, Visit Central Florida, Space Coast Office of Tourism (Brevard County), The Bahamas Ministry of Tourism, Investments and Aviation, TCA Abu Dhabi (Tourism and Culture Administration), and The State of Ceara Tourism Secretary, increasing their brand awareness and tourist arrivals, utilizing the clients' resources efficiently, and obtaining the highest return on investment.

We work closely with our clients' stakeholders and with partnerships with noncompeting destinations and attractions to maximize our clients' resources, something we have been doing for PCTSM for the last nine years. Those partnerships have included local suppliers, as well as Kennedy Space Center Visitor Complex, Brevard County, airlines, and other allies.

We know Polk County very well; we made it our home in 2019; we also know and have excellent relationships with our target markets, Canada, and South America. We have physical presence in Toronto (Canada), Bogota (Colombia), Sao Paulo (Brazil), Buenos Aires (Argentina), and Mexico City (Mexico).

As president and major stockholder of the company, I, Victor Manjarres, personally manage the account with the support of my two senior associates:

- Henry Alejandro Buitrago, based in Bogota, coordinates the implementation of the strategies and tactics agreed with PCTSM in South America.
- Juanita Ariza Gomez, based in Greater Toronto, will coordinate the execution of the PR and sales promotion plans in Canada.

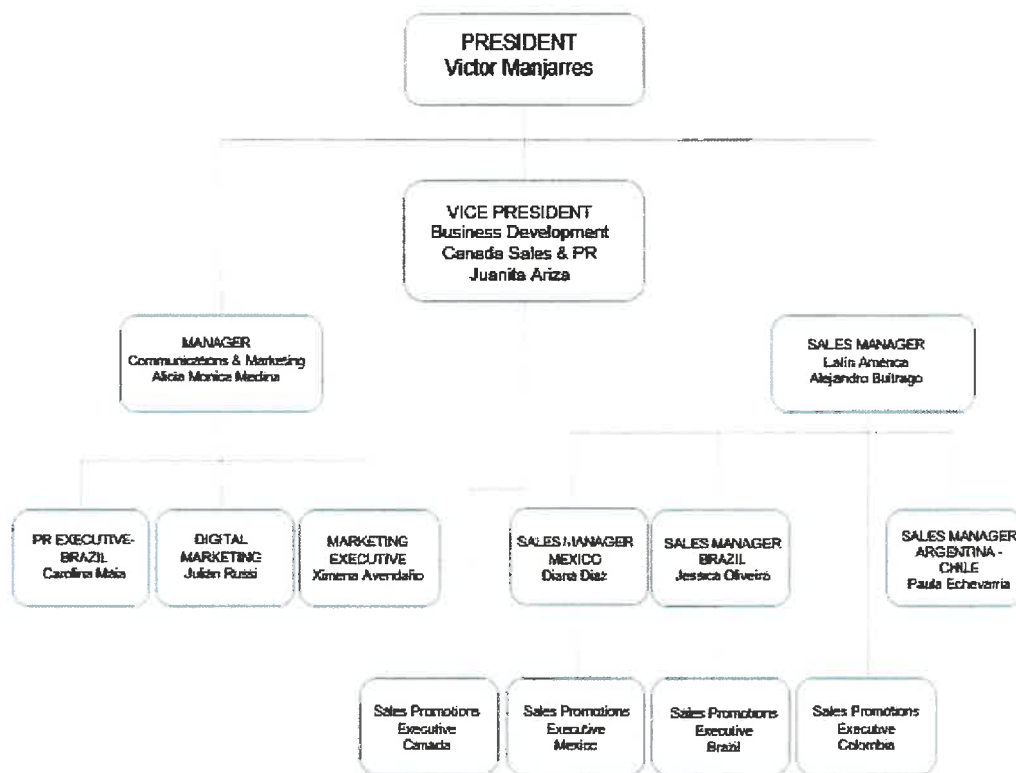
2. EXPERIENCE AND EXPERTISE

2.1 About us

PR Latin America, Inc. d/b/a TM Latin America is an international tourism marketing organization specialized in the Latin American market with presence in Canada, Brazil, Mexico, Colombia, and Argentina and coverage throughout Latin America. As an international organization, TM Latin America has developed broad experience and relationships under the leadership of Victor Manjarres, a Tourism Marketer with more than 35 years of branding, marketing, and sales know-how in Latin America.

Our main goal is to maximize the return on investment for our clients, increasing arrivals, and economic development of the destinations. Therefore, marketing strategies are developed to produce the highest impact in exposure and, most importantly, revenue, seeking the highest ROI possible. Our tactics have a comprehensive and integrated approach to tourism marketing that relies on conventional advertising and Public Relations/Communications, Marketing, social media, and educational strategies.

ORGANIZATIONAL CHART



2.2 Our team

Our team is composed by a group of creative professionals in various disciplines: sales, marketing, and communication, fluent in Spanish, Portuguese, and English, to give the most effective and complete service to your organization. We have staff based in Canada, Brazil, Mexico, Argentina, and Colombia.

The team's commitment to serving our clients is well beyond the responsibility of our contracts; this was fundamental to keeping our destination clients alive during the pandemic, giving 24/7 assistance to travel agents when needed, to ensure their passengers had the most current protocols and information and assist them in whatever process was required.

2.2.1 Victor M. Manjarres, President of TM Latin America and PCTSM Account Director

Victor Manjarres is a tourism and travel enthusiast, trilingual, fluent in English, Spanish, and Portuguese, and a well-seasoned Tourism Marketer specialized in the international markets for more than 35 years.

His experience ranges from introducing, positioning, and developing business for Destinations, Hotels, Car Rentals, and Tour Operators. He has held various positions, among them, President of TM Latin America for 14 years, Vice President of SuperClubs Resorts for 13 years; Director for Iberoamerica (Latin America, Spain, and Portugal) for Sandals Resorts International for four years; and Founding Member of the Board of Brazil Resorts (Brazilian Association of Resorts).

He has worked on projects to develop business in the United States, Canada, Europe, and the middle east for destinations, attractions, and resorts.

Victor Manjarres marketed leading brands of Destinations: The Bahamas, Visit Central Florida, Abu Dhabi, Kissimmee, Jamaica, Ceara (Brazil), Bahia (Brazil), Antigua & Barbuda, St. Lucia, Bahamas, Panama, Space Coast Office of Tourism (Brevard County), and California; as well as private brands such as Sandals Resorts, Beaches Resorts, Royal Plantation Resorts, SuperClubs Resorts, Value Rent-A-Car, Commodore Cruise Lines, Avis Rent-A-Car, Budget Rent-A-Car, and Sonesta Hotels & Resorts Brazil.

Strong experience in building and negotiating airlift to different destinations.

In addition to the ability to design strategies, Victor's strengths are overseeing its execution and continuously evaluating performance and return on investment.

2.2.2 Juanita Ariza, Associate Vice President, and proposed Canada Account Manager

MBA graduate from Manchester Business School and BA in International Relations. Juanita is TM Latin America's Associate VP of Business Development. She brings twelve years of experience in tourism marketing and customer service, developing brands and businesses for destinations, attractions, and resorts in Canada, Brazil, Argentina, Colombia, and Mexico.

She possesses business leadership abilities to build relationships at all levels. She regularly advises clients on market trends, market intelligence, and execution strategies.

She opened TM Latin America's Brazilian business unit in 2014. After eight years of overseeing the development and execution of the strategic plans for our clients in Brazil, she moved to Toronto, Canada, in January 2019 to develop business in Canada.

Juanita successfully built relationships in Canada with the travel trade and media during the pandemic for Visit Panama and Panama's Tourism Chamber to organize Panama Travel Mart in September 2019.

In her experience, Juanita has built and maintained excellent relationships with executives from companies of all sectors of the tourism industry and the media, at all levels, from retail travel agents to senior management to C-level executives.

Juanita's mindfulness and effective permanent controls, assurance, compliance initiatives, and analysis help clients build and maintain stakeholders' confidence. In addition, she permanently monitors social media to identify opportunities for our clients and any risk.

She has traveled to over 27 countries, has conducted professional activities in 12 of them, and lived in four different countries, giving her a global view of the tourism industry that helps her identify trends and apply innovative ideas to our clients' business development.

2.2.3 Henry Alejandro Buitrago, South America Account Manager

Bachelor's in Tourism and Hospitality Business Administrator, Universidad Los Libertadores, Bogota. Alejandro, as known in the industry, is definitely a people's professional, an excellent public relations person who uses his aptitudes to develop exceptional relationships for our clients.

Alejandro is an experienced sales and promotions executive with over 10 years in the tourism industry, developing business for destinations, attractions, and resorts. He is our specialist in the region since he has implemented B2C sales and marketing strategies in Colombia, Ecuador, Peru, and Panama, understanding their cultural differences and finding the best business opportunities in those markets. He is a natural team leader who loves to innovate to enhance the promotion and exposure for our clients, always aiming to obtain the highest return on investment.

He nurtures the relationships with the hundreds of travel professionals he has met over the year and dozens of media he has guided through Polk County and other destinations in his ten years in the business.

2.2.4 Alicia Monica Medina, Public Relations, and Marketing Manager

Bachelor's degree in Social Communications and Journalism, Universidad de La Sabana, Bogotá.

Monica has vast experience working with TV and press in Colombia and over 15 years implementing communications strategies and tactics for destinations, hotels, and attractions. Monica joined the TM Latin America team in 2013, and since then, she has been part of the development and maintenance of public relations for our clients.

Monica has built an extensive data base and personal relationships with writers, bloggers, and influencers in the region, and she works alongside with Juanita Ariza and Alejandro Buitrago to implement our clients' strategies in Latin America.

2.3 Experience

TM Latin America presently works on a full-time basis with 2 DMO's (The Bahamas Ministry of Tourism, Investments and Aviation and Visit Central Florida Convention and Visitor Bureau- PCTSM) and one on a project basis with Visit Panama -PROMTUR-. Additionally, we manage the marketing and sales for NASA's Kennedy Space Center Visitor Complex under a contract with the concession operator, Delaware North Parks & Resorts, and ICON Park Orlando.

TM Latin America has been developing and implementing destination development plans in Latin America for 14 years and the last three years in Canada.

We have worked hand in hand with our destination clients and their stakeholders (hotels, attractions, tour operators), implementing sales, public relations, and social media strategies to position the destination, its main characteristics, and attractiveness to the travel trade, the key media channels, and final consumers.

We have worked with the travel trade, first establishing, and nurturing the relations with our clients' distribution channels through sales calls, trainings, participation in Visit Florida, Brand USA, and our own trade shows, workshop, and roadshows, always considering the best time to impact the consumers' peak booking period, the lowest cost and highest return on investment. Our clients' marketing budgets are traditionally limited, but with creativity, negotiating, and partnerships with tour operators, airlines, non-competitive destinations, and attractions, we maximize the use of resources.

During the COVID-19 pandemic in 2020 and 2021, TM Latin America did not stop one day, nor were our clients out of the distribution channels top of mind (travel agents, OTA's, tour operators, etc.). We kept feeding the market with news and updated protocols. Considering the travel agents' time and interest in participating in webinars from March 15, 2020, to April 14, 2021, our team made 680 training sessions reaching 37,000 travel agents throughout the region. These sessions were via online conferencing channels, Facebook, and Instagram.

At the same time, while we were in touch with the travel trade, we did the same with the media; we stayed connected through phone calls, online conferencing, WhatsApp, and distribution of press releases.

The media trips managed by PR Latin America, Inc. always produce a high return on investment, selecting the adequate media for the destination that would reach our target travelers with the highest distribution and credibility. Furthermore, we have developed extraordinary programs, such as the Latin American Airlines Onboard media initiative, which produced over two million dollars' worth of exposure to the consumer. It involved the onboard magazines for Copa Airlines, LATAM, Avianca, Azul Linhas Aéreas, GOL Airlines, Aerolineas Argentinas, Interjet, and Easy Fly (Colombia), reaching over one million potential consumers with an average of four pages per article and made in partnership, sharing costs with Space Coast Office of Tourism and Kennedy Space Center Visitor Complex.

We have extraordinary relationships with the airlines at all levels, from the sales and promotion teams and their product executives to the C-level executives.

Our marketing department translates, produces, and adapts the collateral material designed by our clients and develops our tactical promotional materials, which are submitted to the clients' approval. Our costs are below the industry levels, following our clients standards and guidelines. On many occasions, we provide translation and design solutions at no cost to our clients, as this helps stretch our clients' budgets and improve the final ROI.

Our digital marketing specialist works alongside our clients' online marketing executives to constantly improve the performance of the social media channels, increasing the audience and engagement.

2.4 Previous projects

2.4.1 The Bahamas Ministry of Tourism, Investments and Aviation.

Client Name: The Bahamas Ministry of Tourism, Investments and Aviation
Contact Person: Mr. Giovanni Grant, General Manager- Multi-destinations
Phone Number: (242) 359-1665
Email: ggrant@bahamas.co.uk
Cost of Services: \$12,000 per month
Start Date: February 1, 2018
End Date: Contracted until 2/1/2024

PR Latin America was contracted by The Bahamas Ministry of Tourism in February of 2018 for an initial term of 2 years to develop a marketing plan for Latin America. At that moment, the country's arrivals were on a descending slope.

The proposed plan included repositioning the relationships with the travel trade, conquer the support of the consumer and trade media, advise on social media and co-op media with airlines and distribution channels.

A strong campaign of travel trade education about the destination, with limited economic resources but a motivated and committed TM Latin America team, gained travel trade support, especially during trying moments, such as the destruction of two of the largest islands caused by Hurricane Dorian in 2019. The personal, one-to-one approach supported by the destinations' executives paid off. In 2019, the arrivals from Latin America grew, despite two months of impact to tourist arrivals on the entire country, during the beginning of the reconstruction of the affected islands.

The relationships built for the destination with the consumer and trade media, through media encounters in-market, media press visits to the country, paid off, and the media also supported The Bahamas with positive exposure and even free ads, helping the arrival numbers to recover.

In 2019, The Bahamas Ministry of Tourism visited Mexico on a sales mission to meet with different travel industry actors (i.e., Tour operators, travel agents, airlines, and media) in various events organized by TM Latin America. After this mission, the Deputy Director-General of the Ministry took on a two-week trip to eight (8) cities in six (6) countries in Latin America, he had the opportunity to evaluate TM Latin America's work results, our market knowledge, and perceived how the destination's positioning had changed in just over 20 months. As an outcome, The Bahamas Ministry of Tourism decided to renew our contract for two more years, effective February 1, 2022.

When the pandemic hit in 2020, The Bahamas Ministry of Tourism understood the importance of keeping its presence in Latin America and six months later, they began to see Latin American visitors returning. They are aware that TM Latin America's team effort contributed to that reaction by providing 24 hours/ 7 days week support, helping travel agents, tour operators, and direct clients, not only regarding the up-to-date biosecurity and travel protocols, but also assisting them with the processing of The Bahamas Travel Health visa. There was no passenger contacted who could not travel, as we went over and above our contract to ensure every passenger wishing to travel to The Bahamas was able to do it.

In September 2021, the people of The Bahamas elected a new government, elevating the importance of The Ministry of Tourism to look after Investments and Aviation, appointing the Deputy Prime Minister also as Minister of Tourism, Investments and Aviation. After reviewing the arrival numbers, the impact on the overall economic situation, and role played by TM Latin America during the pandemic, the administration decided to renew TM Latin America's contract for two more years.

2.4.2 PCTSM- Visit Central Florida Convention and Visitors Bureau

Client Name: Polk County Tourism and Sports Marketing
Contact Person: Ms. Kelly Rote, Communications Specialist
Phone Number: (863) 551-4707
Email: Kelly@VisitCentralFlorida.org
Cost of Services: \$3,750 per month
Start Date: 2013
End Date: Present contract until July 2022

PR Latin America, Inc. dba TM Latin America has been managing Visit Central Florida's sales promotion, public relations, and social media strategies and tactics for Polk County Tourism and Sports Marketing Division for nine years, since 2013.

Every year, we prepare a Marketing Plan for PCTSM's management approval, which includes proposed strategies and tactics to continue developing the markets for Polk County.

Our proposal considers geographical areas with the highest return on investment, characteristics of Polk County's Visitors, and the overall strategy of the Tourism Marketing Division.

We work with the key destination partners, hotels, theme parks, attractions, and events, taking their message to the market, as well as providing them with market trends and market intelligence when we appear before Polk County's Tourism Development Council, the Marketing Committee of the Tourism Development Council or at any time we are requested to provide information about the market.

We also work with the State and National DMO's, Visit Florida and Brand USA, and the local Visit USA Committee's in Latin America.

We have represented Polk County on international trade shows, such as IPW and La Cita de Las Americas, as well as in-market events, such as Visit Florida, Brand USA, Visit USA's country committees, tour operators, and airlines roadshows, workshops, and promotional events, as well as Visit Central Florida co-branded events.

Our public relations exposure for Polk County during the COVID-19 pandemic achieved an estimated free exposure of \$1.5 million in 2020 and \$750,000 in 2021; in the first quarter of 2022, we achieved exposure estimated at \$217,000. an excellent performance considering we have not had a press trip since Autumn of 2019.

We resumed personal sales calls and trainings in the second semester of 2021, as countries' protocols and the pandemic allowed; this was done country by country following the regulations dictated by national and local governments.

2.4.3 Visit Panama (PROMTUR)- Canada and Latin America Projects

Client Name: Visit Panama (PROMTUR)
Contact Person: Ms. Luciana Kramer, International Leisure Sales Manager
Phone Number: +507 6780-6439
Email: lkramer@VisitPanama.com
Cost of Services: \$48,000
Start Date: June 1, 2021
End Date: April 30, 2022 (under negotiation)

➤ PROJECT 1: Virtual roadshows

Visit Panama (PROMTUR) began activities in August 2019. During the COVID-19 Pandemic, they contacted TM Latin America to assist them in projects in Canada and Latin America for Visit Panama and CAMTUR, Panama's Tourism Chamber initiatives sponsored by PROMTUR and Copa Airlines.

TM Latin America organized virtual roadshows for Panama in June 2020 as the first project. The results were:

- 305 one to one meetings between tour operators and Panamanian suppliers in two one-day sessions
- 918 travel agents participated in destination educational webinars in 4 sessions in 2 days
- 97 journalists and bloggers participated in two online press conferences
- Five private interviews with consumer media (television and newspapers), travel trade channels, and Panama's Minister of Tourism, Ivan Eskildsen.
- \$250,000 in free exposure as a result of the above online media efforts

➤ PROJECT 2: Panama Travel Mart

TM Latin America was contracted to promote, invite, and organize a trade show between September 25 to 30, 2021, targeted at tour operators and media from Canada and Latin America,

including a pre-trade show fam and press trip. Despite the situation created by the COVID-19 Delta variant restrictions in Canada and some Latin America countries, Panama Travel Mart was a success, creating interest in Panama in the Canadian market in the travel trade and the media.

The results were as follows:

- 430 one to one meetings between tour operators (Canada and Latin America) and Panamanian suppliers in two one-day sessions
- 28 buyer companies represented from Canada and Latin America
- Five consumer and trade media representatives
- 11 countries were represented
- \$213,000 in media exposure as a result of the media visit pre-trade show

➤ PROJECT 3: WTM Latin America tradeshow- Media

Visit Panama contracted TM Latin America by PR Latin America, Inc. to manage their booth at World Travel Market Latin America in Sao Paulo, April 5 to 7, 2022. Also, we coordinated an activation with destination presentation directed to distribution channels (tour operators, MICE agencies, OTA's, selected travel agents, and media-consumer and travel trade.

The project includes invitation and confirmation of participants from distribution channels and media and the selection of the venue to guarantee the success of the activity.

- 41 meetings between Visit Panama/PROMTUR and representatives of distribution channels
- 17 interviews with PROMOTUR's CEO
- 63 publications and posts with an estimated value of \$210,965 by April 30, 2022. There should be more articles to be published.

The target of participants in the activation was 40 from the travel trade and 20 media representatives, 60 in total. The participation exceeded the expectations of Visit Panama with a total of 80 participants.

3. APPROACH AND METHODOLOGY

3.1 South America Outlook

- Visitation to the U.S. from the Caribbean and **Latin America** started to recover in late Summer 2020, and Florida typically receives over 50% of those visitors.¹
- According to Visit Florida's research **Brazilian visitors'** volume have started to climb again since the lifting of the international restrictions in November 2021.
- In the third quarter of 2021, the number of tourists from **Colombia** arriving to the state of Florida increased by 14% compared to the same period of 2019 and not only placed that country as the third-

¹ 2020-2021 Annual Report Visit Florida

largest international outbound market to the state, but also accounted for 73% of the total Colombian travelers to the U.S., a notable increase compared to 65% in 2019.²

- For the past three years, **Florida** has been **the second most visited U.S.** destination for travelers from **Ecuador** -which has reopened its connectivity with Miami and Orlando in 2021 - and Peru remains one of the top destinations for future travel.
- **Argentina** ranks 7th among international tourist source markets with a 74.3% market share in 2020-2021, higher than the 63.2% in 2019. This means that three out of four Argentinians who traveled to the U.S. visited a destination in Florida.
- In 2020, **Mexico** was the **top source market** for international travel to the United States. This ranking continued in 2021, in part due to differences in COVID-related travel restrictions between the United States and the two countries. *Please note that Mexico statistics include transborder daily transit.*
- Of the **top 10 arrivals** markets to the United States in 2021, **five (5)** were from the Latin America Region: Mexico, Colombia, Ecuador, Peru, Argentina from which Colombia and Argentina increased from 2019.³
- **Over 5 million Latin American travelers visit Florida.** There is extensive airlift into Miami and Orlando and a growing market to Ft. Lauderdale.

3.2 Canada Outlook⁴

- Florida has been a prime destination for many **Canadians looking for a winter respite.** With borders open since November 2021 and the loosening of the COVID 19 measurements, *Snowbirds* are slowly coming back to visit the state for more than two weeks.
- The top origin countries to Florida in 2019, based on preliminary figures, were Canada (3.6 million), the UK (1.5 million), Brazil (1.2 million), and Colombia (610,000).
- Preliminary figures show that in 2020 an estimated 4.5 million visitors came to Florida from Canadian and overseas markets. Overseas travel to Florida decreased 70.4% in 2020 from 2019 and accounted for 3.7% of total visitation to the state. Canadian visitation decreased 64.5% from 2019, with **Canadians** making 1.3 million visits to Florida, representing **1.5%** of the total visitors to the state. The decrease in visitation was attributable to the COVID-19 pandemic.
- Preliminary estimates indicate that 30.9 million total visitors (in person-trips) came to Florida in the fourth quarter of 2021, a +61.9% increase from the same period in 2020. Visitation was slightly higher than in 2019 (+0.2%), marking the second consecutive quarter that exceeded pre-COVID levels. Domestic visitors accounted for 94.0% of the visitor total, while overseas visitors accounted for 4.8%, and **Canadian** visitors accounted for **1.2%** (359K), nearly three times as many as in the previous quarter.

² Visit Florida Marketing Plan 2021-2022

³ <https://www.trade.gov/sites/default/files/2021-03/Fact%20Sheet%20International%20Visitation%20FINAL.pdf>

⁴ Source: Visit Florida Research

- Up to February 2022, **867K Canadians have visited the United States**, reaching half of the visitors reported in the fourth quarter of 2021.
- Before 2020, Canada constituted 25% of all international visitors to Florida.
- Due to the geographical proximity, **travelers from Ontario and Quebec made up 83%** of the Canadian visitors to Florida by 2016. This trend will likely continue to be Florida's primary Canadian outbound market, even in the post-pandemic tourism recovery stage.⁵



Source: National Travel and Tourism Office*

- In 2020, in travel arrangement services and tours to sunny destinations, Ontario accounted for the largest share of revenue (49.5%), followed by Quebec (25.2%), British Columbia (14.8%), and Alberta (7.4%).⁶
- Orlando is the most frequented location due to the theme parks (short-term tourists).
- The principal air point of entry serving the area with direct flights is Orlando's airport, followed by Fort Lauderdale, Miami, and Tampa.
- Flights from other cities such as Vancouver, Calgary, and Ottawa to Florida airports have not been returned. People traveling from these regions must connect via Toronto or Montreal airport.

FLIGHTS FROM CANADA TO CENTRAL FLORIDA PER WEEK	
DESTINATION	WEEKLY FREQUENCY
ORLANDO	58
TAMPA	18

- **Canadian vacationers in Florida** fall into one of two categories: 1) those who travel for one or two-week vacations and mostly stay in hotels; and 2) "snowbirds" who spend some or all the winter season in Florida.

⁵ Source: Statistics Canada

⁶ Source: Travel Arrangement 2020 at <https://www150.statcan.gc.ca/n1/daily-quotidien/211126/dq211126d-eng.htm>

*Please note that Mexico statistics include transborder daily transit.

TM Latin America: Tactical Marketing Proposal

- According to the Office of travel & tourism industries, the Snowbird population tends to own or rent a second home, being then the largest accommodation category for Canadian visitors in Florida.
- Due to travel costs, the tendency to drive to Florida from the border areas of Ontario could increase in the upcoming years, especially among snowbirds with properties in the region or RV owners.

3.3 Scope of Services

3.3.1 Main objective

Establish, develop, and maintain Polk County Tourism and Sports Marketing (PCTSM) promotion activities in the Canadian and Latin American markets through different marketing and public relations channels to increase the volume of visits and tourism expenditure in Polk County, maximizing the return on investment.

3.3.2 Specific objectives

- Identify the key target markets in Canada and Latin America for Polk County Tourism and Sports Marketing (PCTSM) to optimize resources and promotional strategies.
- Strengthen the relationships for Polk County Tourism and Sports Marketing (PCTSM) in the Canadian and Latin America tourism market.
- Review the current market strategies in Canada and Latin America to continue growing the destination exposure in the region.
- Increase the visibility of the Polk County products using trade, consumer media, promotions, and social media.
- Educate the travel trade, media, and general consumer about the attractions offered by Polk County Tourism and Sports Marketing (PCTSM) and the differences from other activities in the area.
- Ensure Brand awareness and recognition in the Canadian and Latin American market.
- Penetrate new markets in Canada and Latin America through online activities, social media strategies and other communications channels.
- Drive consumers to Polk County Tourism and Sports Marketing (PCTSM) web pages through PR and social media initiatives to generate more visitors from Canada and Latin America.

TM Latin America: Tactical Marketing Proposal

3.3.3 Trade Strategies

Strategies	Tactics
Identify and develop key markets within Canada and South America.	• Conduct a market analysis based on available data and local tour operators' information to define the main interests and cities in Latin America and Canada (Ontario and Quebec) to start and reinforce the promotion of Polk County. • Monitoring the activities that have already been conducted in the Canadian market with partners, such as Visit Florida, and previous FAM trips to give continuity to the actions already implemented in the market. • Classify and differentiate the current and the potential inbound markets from Latin America and Canada (Ontario and Quebec) to define the strategies and plan according to Polk County's main objective. • Identify and approach the Latin American and Canadian tour operators promoting Polk County activities and products to stretch the relationship and develop new marketing strategies, including promotion of RV camps and eco-touristic activities in the region, increasing the product offering. • Update, maintain and expand the contact list in the Latin American and Canadian travel trade, including contacts in tour operators, travel agencies, OTA's and airlines.
Educate travel agents, tour operators, consumers and media outlets in Canada and South America about the potential of Polk County as a tourism destination	• Create a training program to educate the travel trade (travel agents and tour operators) based on the products PCTSM wants to promote in the Latin American and Canadian markets. • Develop the program in partnership with local tour operators, OTA's, and other industry partners. • Partnerships with local tour operators and travel agencies, like CVC in Brazil, Union de Representaciones in Colombia, Price Travel in Mexico, and CAA Travel in Canada, to generate training opportunities for specific niches like RV travel, parks, camping, and related issues. • Joint sales calls with wholesalers' sales teams to visit their top sellers, educate them about PCTSM and increase sales. • Recognize opportunities and negotiate with potential partners out of the box co-op marketing opportunities directed to increase Polk County's exposure before the trade and consumers, obtaining resource optimization and best return of resources.

TM Latin America: Tactical Marketing Proposal

	• Partner with Brand USA, Visit Florida, Visit USA's Committees to train more Florida sellers at the lowest cost.
Produce regular e-newsletters and other communication pieces to be distributed to travel agents, tour operators, etc. in each market.	• Communications support with travel agents developing a quarterly e-newsletters addressed to the travel trade community aimed to position PCTSM as a top choice destination for short and long holidays in Florida. • Produce a marketing tools kit including e-flyers, videos, images, and social media posts pre-made for travel agents and tour operators use in the promotion of the PCTSM hotels, activities, shows, attractions, and other activities of interest in the region. • Distribution of printed and digital collateral material to tour operators and travel agents during the events, while presenting the attractions and its highlights.
Attend trade shows on behalf of PCTSM and with PCTSM staff members	• Recommend, facilitate, and attend in-country consumer and travel industry trade shows as well as other industry events to expose Polk County and maintain the brand in the forefront of the industry. • Select educational seminars, roadshows, trade shows and other events organized by the local industry partners to recommend and participate on behalf of PCTSM according to its best interest. • Present and follow up new sales opportunities resulting of the participation in activities on behalf PCTSM. • Create a database for each event to complement the existing one and to pursue new business opportunities for Polk County.

3.3.4 PR & Communication Strategies

Strategies	Tactics
Develop relationships with Canadian and South American media outlets including, but not limited to, print, broadcast and online to gain media	• Strengthen the existing relationships and create new ones on behalf of PCTSM, with special focus on online media, newspapers, magazines, and web portals, at national and regional levels in key markets, to feature Polk County's touristic attractions and developments, in line with the integrated geographical strategy.

TM Latin America: Tactical Marketing Proposal

exposure and third-party articles, videos and online coverage featuring Polk County as a tourism destination	• Seek national recognized brands focused on same target client profile PCTSM to partner with and to develop marketing campaign initiatives that will help position and increase top of mind awareness, creating a desire to visit the region, at a minimal out-of-pocket cost PCTSM, • Build relationships with the Communications and Marketing teams of the desired partner brands. • Create a plan for exposure of press releases, considering the special events and promotional deals that can appeal the Canadian and Latin American target markets. • Build up a close relationship in each key market with the PR representatives for Brand USA, Visit Florida, and Visit USA Committees to develop synergies to maximize resources and to ensure Polk County have coverage in their PR efforts and media coverage in the outlets of interest. • Development and execution of media meetings and activities during PCTSM representatives' visits to Canada.
Educate consumers about the tourism related offerings for vacations in Polk County.	• Implement integrated communication to reach out to the final consumer and travel trade PCTSM's products, services, news, openings, events, etc., that sales are actively promoting to ensure a consistent message to support the sales efforts. • Find trade media specialized in outstanding topics within Central Florida such as aerial activities, parks and natural reserves, restaurants, lodging for long-term stays, RV's structure, among others. • Focus on communication channels directed to snowbirds and families, focusing on the activities beyond the theme parks.
Recruit qualified media representatives and social media influencers and organize a minimum of three (3) press tours per year.	• Support PCTSM with the organization, agenda, logistics and communications of programmed familiarization media trips, including creation of profiles of the potential participants and follow up for confirmations in Latin American and Canadian markets. • Approach and strengthen the relationship with the most relevant trade and consumer media of the key markets of Canada (Ontario and Quebec) as they are the markets with the most outstanding potential public towards Florida. • Escort all media Fams to PCTSM to coordinate and ensure satisfactory experience, as well as to build a personal relationship with the participants to take relationship between Polk County and media outlet participant to the next level.

	• Feedback, follow up and report post media familiarization trip. • Design a survey to be filled out by FAM participants. • Look for media FAM opportunities with partners, analyzing profiles before recommendations to PCTSM management and follow-up results after FAM/Activity.
Distribute press releases to media outlets in key markets within Canada and South America.	• Create a schedule to continuously produce and distribute approved content related to PCTSM touristic products and services to the target media, procuring placements in key target electronic and printed outlets to reach our potential guests, especially during the pre-booking periods of regional holidays throughout the year (Civil, Religious holidays, summer, and winter holidays, etc.) • Monitor online media (social and traditional) to look for interest trends to pitch stories that are of interest to our target clients and to develop out of the box initiatives to reach consumers. • Design monthly free press campaigns aimed at trade media and the final consumer.
Assist with translation of collateral materials, visitor websites, press releases and newsletters.	• Translation services from English to Spanish, Portuguese and French of releases, newsletters, marketing material (digital and printed), or any other component necessary for the development of promotional activities in the Canadian and Latin America market.

3.3.5 Digital Marketing Strategies

Strategies	Tactics
Develop and optimize digital/social media channels in Canadian and South American markets that are targeted and results oriented.	• Identify the interests of travelers in each PCTSM key market to develop an ideal marketing strategy through social media channels, identify opportunities and generate suitable contents. • Define the most used social media platforms by the target consumers in each market to define the ones that will give us the best reach in the proposed paid and organic campaigns. • Find industry trends and news to complement the proposed online activities to maintain engaging content for best results.

TM Latin America: Tactical Marketing Proposal

- Permanent monitoring to verify the performance of the postings made during the week to be able to follow up the activities and comments in our posts, optimizing content and perform well under the organic traffic KPI.
- Focus social media to increase audience and messages in markets with direct or connecting airlift from Canada and Latin American markets.

3.3.6 Proposed Action Plan- South America

SOUTH AMERICA																																				
PROPOSED ACTION PLAN 2022-2023																																				
ACTIVITY / WEEK OF		Jul-22		Aug-22		Sep-22		Oct-22		Nov-22		Dec-22		Jan-23		Feb-23		Mar-23		Apr-23		May-23		Jun-23												
		4	11	18	25	1	8	15	22	29	5	12	19	26	3	10	17	24	31	7	14	21	28	5	12	19	26	1	8	15	22	29	5	12	19	26
Product offering analysis and approach to tour operators key markets																																				
Trainings to travel agents and tour operators (online and in person)																																				
Weekly sales calls (online and In person) with travel agents and It.co																																				
Travel Trade and Tourism Shows																																				
IPW (US\$)																																				
Visit Florida Roads how (estimated date)																																				
Press trips familiarization trip																																				
E-flyers and digital material																																				
Free press campaigns																																				
Media meetings																																				
Social Media promotion activities																																				
Social Media monitoring activities																																				
Printing collateral material /merchandising																																				
Planning next semester / next year activities																																				

TM Latin America: Tactical Marketing Proposal

3.3.7 Proposed Action Plan – Canada

VISIT CENTRAL FLORIDA CANADA																																									
PROPOSED ACTION PLAN 2022-2023																																									
ACTIVITY / WEEK OF	July-22			Aug-22			Sept-22			Oct-22			Nov-22			Dec-22			Jan-23			Feb-23			March-23			Apr-23			May-23			June-23			July-23				
	4	11	18	1	8	15	22	29	5	12	19	26	3	10	17	24	31	7	14	21	28	4	11	18	25	1	8	15	22	29	5	12	19	26	3	10	17	24	31		
Market research																																									
Travel agents and tour operators familiarization in person																																									
Online familiarization with travel agents and tour operators																																									
Travel Trade and Tourism Shows																																									
International Tourism and Travel Show - ITT (Montreal)																																									
Outdoor Adventure Show/Tourists 2023 (Tos)																																									
The Travel Vacation Show (Chicago)																																									
IPW (USA)																																									
Visit Florida Roadshow (estimated dates)																																									
Florida Muddle																																									
Trade familiarization visit to Folc Centre																																									
Press trips familiarization trip																																									
Quarterly Travel Trade Newsletter																																									
E-flyers and digital material																																									
Free press campaigns																																									
Media meetings																																									
Social Media promotion activities																																									
Social Media merchandise activities																																									
Printing collateral, material, merchandising																																									
Planning next semester / next year activities																																									

4. COSTS

PR Latin America proposes fees for \$96,000.00 per year to execute the Canada & South America Public Relations and Sales Representative functions.

4.1 Cost Sheet

COST SHEET

Item#	Description	Estimated Quantity	Unit of Measure	Unit Rate	Total (Est. Quantity X Unit Rate)
1.	Monthly expense plan as described within Scope of Services (inclusive of all associated fees)	12	Month	\$ 14,947.50	\$ 179,370.00
Other Additional Services (additional services beyond activities included in monthly expense plan)					
2.	Production and Distribution of online Materials - Translation from English to Portuguese or Spanish	20	Page	\$ 10.00	\$ 200.00
3.	Production and Distribution of online Materials - Translation from Portuguese or Spanish to English	20	Page	\$ 10.00	\$ 200.00
4.	Digital Translation Services	20	Hour	\$	\$ FREE
5.	Graphic Design	25	Hour	\$ 10.00	\$ 250.00
6.	Web Design	25	Hour	\$ 20.00	\$ 500.00
7.	Manage Spanish and/or Portuguese Social Media Accounts and Campaigns	1	Month	\$	\$ 250.00
GRAND TOTAL (Items 1-7 combined)					\$ 180,700.00

**** Pricing must be all-inclusive of all associated fees related to that item**

4.2 Summary of Yearly Costs

SUMMARY YEARLY COST- CANADA AND SOUTH AMERICA		
CANADA		
1	Subtotal Sales calls and actions with Tour Operators	\$3,970
2	Subtotal Travel Trade and Tourism trade show	\$18,700
3	Subtotal Familiarization trips	\$15,000
4	Subtotal digital and communication strategies	\$9,800
5	Printing collateral material	\$2,500
6	Retainer- Destination Marketing Fees for Canada	\$48,000
TOTAL YEARLY COSTS CANADA		\$97,970
SOUTH AMERICA		
1	Subtotal Sales calls and actions with Tour Operators	\$4,400
2	Subtotal Travel Trade and Tourism trade show	\$5,000
3	Subtotal Familiarization trips	\$10,000
4	Subtotal digital and communication strategies	\$11,500
5	Printing collateral material	\$2,500
6	Retainer- Destination Marketing Fees for South America	\$48,000
TOTAL YEARLY COSTS SOUTH AMERICA		\$81,400
YEARLY COST- CANADA AND SOUTH AMERICA		\$179,370

4.3 Proposed Budget South America

VISIT CENTRAL FLORIDA SOUTH AMERICA													
PROPOSED BUDGET 2022-2023													
Item	Description	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23
		Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget
	Travel sales promotion: sales calls and local travel expenses			\$400	\$400	\$400			\$400	\$400		\$400	\$2,400
	Educational destination seminars - in office-		\$250	\$250	\$250	\$250			\$250	\$250		\$250	\$2,000
1	Subtotal Sales calls and actions with Tour Operators	\$0	\$250	\$650	\$650	\$650	\$0	\$0	\$650	\$650	\$0	\$650	\$4,400
	IPW San Antonio, TX (USA) (travel expenses)											\$1,500	\$1,500
	Visit Florida Mission to Brazil				\$3,500								\$3,500
2	Subtotal Travel Trade and Tourism trade show	\$0	\$0	\$0	\$3,500	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500	\$5,000
	Press trips				\$5,000						\$5,000		\$10,000
3	Subtotal Familiarization trips	\$0	\$0	\$0	\$5,000	\$0	\$0	\$0	\$0	\$0	\$5,000	\$0	\$10,000
	Email communication broadcast	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$3,000
	Social Media promotion activities: Facebook & Instagram	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$6,000
	Media meetings					\$2,000						\$500	\$2,500
4	Subtotal digital and communication strategies	\$750	\$750	\$750	\$750	\$2,750	\$750	\$750	\$750	\$750	\$750	\$1,250	\$11,500
	Subtotal Collateral Printing			\$2,500									\$2,500
5	Subtotal Collateral Printing	\$0	\$0	\$2,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500
	Retainer- Destination Marketing Fees for South America	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$48,000
6	Retainer- Destination Marketing Fees for South America	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$48,000
TOTAL BUDGET PROPOSED 2022-2023		\$4,750	\$5,000	\$7,900	\$13,900	\$7,400	\$4,750	\$4,750	\$5,400	\$5,400	\$9,750	\$7,400	\$81,400

4.4 Proposed Detailed Budget Canada

VISIT CENTRAL FLORIDA CANADA														
Item	Description	PROPOSED BUDGET 2022-2023												
		Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Total
	Travel sales promotion: sales calls and local travel expenses	Budget	\$80	\$80	\$500	\$75	\$75		\$80	\$75	\$75	\$500	\$80	\$1,620
	Educational destination seminars - in office-		\$200			\$200	\$300	\$150	\$250					\$1,350
	Activations with tour operators (niche markets)		\$500								\$500			\$1,000
1	Subtotal Sales calls and actions with Tour Operators	\$0	\$280	\$580	\$500	\$275	\$375	\$150	\$330	\$325	\$575	\$500	\$80	\$3,970
	International Tourism and Travel Show - ITTS (Montreal)				\$6,000									\$6,000
	Outdoor Adventure Show (Toronto 2023 TBC)											\$2,500		\$2,500
	The Travel Vacation Show (Ottawa)									\$2,500				\$2,500
	IPW San Antonio, TX (USA) (travel expenses)											\$1,500		\$1,500
	Visit Florida roadshow											\$5,000		\$5,000
	Florida Huddle (travel expenses)							\$1,200						\$1,200
2	Subtotal Travel Trade and Tourism trade show	\$0	\$0	\$0	\$6,000	\$0	\$0	\$1,200	\$0	\$2,500	\$0	\$9,000	\$0	\$18,700
	Trade Familiarization trip					\$5,000								\$5,000
	Press familiarization trip		\$5,000							\$5,000				\$10,000
3	Subtotal Familiarization trips	\$0	\$5,000	\$0	\$0	\$5,000	\$0	\$0	\$0	\$5,000	\$0	\$0	\$0	\$15,000
	Email communication broadcast	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$3,000
	Social Media promotion activities: Facebook and Instagram	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$6,000
	Media meetings	\$200			\$200			\$200			\$200			\$800
4	Subtotal digital and communication strategies	\$950	\$750	\$750	\$950	\$750	\$750	\$950	\$750	\$750	\$950	\$750	\$750	\$9,800
	Printing collateral material	\$2,500												\$2,500
5	Printing collateral material	\$2,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500
	Retainer- Destination Marketing Fees for Canada	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$48,000
6	Retainer- Destination Marketing Fees for Canada	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$48,000
TOTAL BUDGET PROPOSED 2022-2023		\$4,950	\$10,030	\$5,330	\$11,450	\$10,025	\$5,125	\$6,300	\$5,080	\$12,575	\$5,525	\$14,250	\$4,830	\$97,970

5. SURVEYS OF PAST PERFORMANCE

5.1 The Bahamas Ministry of Tourism, Investments and Aviation

Survey Questionnaire – Polk County

RFP 22-344, Canada & South America Public Relations and Sales Representative

To: Giovanni Grant (Name of Person completing survey)

The Bahamas Ministry of Tourism, I & A (Name of Client Company/Firm)

Phone Number: (242) 359-1665 Email: ggrant@bahamas.co.uk

Total Annual Budget of Entity Fluctuates annually

Subject: Past Performance Survey of Similar work:

Project name: Latin America Sales and Public Relations Representation

Name of Firm being surveyed: PR Latin America< Inc.

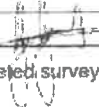
Cost of Services: Original Cost: \$12,000 per month Ending Cost: \$12,000 per month

Contract Start Date: 2/1/2020 Contract End Date: Ongoing

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Firm /individual again) and 1 representing that you were very unsatisfied (and would never hire the Firm /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of work	(1-10)	9
4	Professionalism and ability to manage budget	(1-10)	10
5	Ability to communicate with Client and Client's staff	(1-10)	10
6	Ability to resolve issues promptly	(1-10)	10
7	Ability to follow protocol	(1-10)	9
8	Ability to maintain and provide proper documentation	(1-10)	9
9	Appropriate application of technology	(1-10)	10
10	Overall Client satisfaction and comfort level in hiring	(1-10)	10
11	Ability to offer solid recommendations/ plans	(1-10)	10
12	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator: Giovanni Grant

Signature of Evaluator: 

Please fax or email the completed survey to: vmanjanes@prlatinamerica.com

5.2 Polk County Tourism and Sports Marketing- Visit Central Florida

Survey Questionnaire – Polk County

RFP 22-344, Canada & South America Public Relations and Sales Representative

To: Kelly Rote (Name of Person completing survey)

Polk County Tourism & Sports Marketing (Name of Client Company/Firm)

Phone Number: 863-551-4707 Email: Kelly@VisitCentralFlorida.org

Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

Project name: Latin America Public Relations and Sales Representative

Name of Firm being surveyed: PR Latin America Inc.

Cost of Services: Original Cost: _____ Ending Cost: _____

Contract Start Date: July 5, 2016 Contract End Date: July 4, 2022

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Firm /individual again) and 1 representing that you were very unsatisfied (and would never hire the Firm /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of work	(1-10)	10
4	Professionalism and ability to manage budget	(1-10)	10
5	Ability to communicate with Client and Client's staff	(1-10)	10
6	Ability to resolve issues promptly	(1-10)	10
7	Ability to follow protocol	(1-10)	10
8	Ability to maintain and provide proper documentation	(1-10)	10
9	Appropriate application of technology	(1-10)	10
10	Overall Client satisfaction and comfort level in hiring	(1-10)	10
11	Ability to offer solid recommendations/ plans	(1-10)	10
12	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Kelly Rote

Signature of Evaluator: Kelly Rote

Please fax or email the completed survey to: vmanjames@prlatinamerica.com

5.3 Visit Panama- PROMTUR

Survey Questionnaire – Polk County

RFP 22-344, Canada & South America Public Relations and Sales Representative

To: Luciana Kramer (Name of Person completing Survey)

For: PROMTUR Panama (Name of Client Company/Firm)

Phone Number: (507) 6780-6439 Email: lkramer@visipanama.com

Total Annual Budget of Entity: Confidential

Subject: Past Performance Survey of Similar work

Project name: Latin America and Canada Sales & Public Relations

Name of Firm being surveyed: PR Latin America Inc.

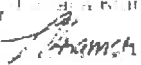
Start of Services: January 2014 Ending Cost: \$48,000

Contract Start Date: 1-1-2014 Contract End Date: Ongoing

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the Firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on time)	(1-10)	10
3	Quality of work	(1-10)	10
4	Professionalism and ability to follow instructions	(1-10)	10
5	Ability to communicate with Client and Clients' staff	(1-10)	10
6	Ability to follow through	(1-10)	10
7	Ability to maintain and provide proper documentation	(1-10)	10
8	Appropriate allocation of resources	(1-10)	10
9	Overall Client satisfaction and comfort level with work	(1-10)	10
10	Ability to offer solid recommendations/ plans	(1-10)	10
11	Ability to facilitate communication and cooperation with Client's staff	(1-10)	10

Printed Name of Evaluator: Manjarres

Signature of Evaluator: 

Please e-mail the completed survey to: vmanjarres@prlatinaamerica.com

ATTACHMENTS

I. Proposers Incorporation Information

Proposers Incorporation Information (Submittal Page)

The following section should be completed by all bidders and submitted with their bid submittal:

Company Name: PR Latin America, Inc.

DBA/Fictitious Name (if applicable): TM Latin America

TIN #: 26-2820547

Address: 524 Sapphire Drive

City: Davenport

State: Florida

Zip Code: 33837

County: Polk County

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: Victor Manuel Manjarres

Phone Number: (954) 990-3941

Cell Phone Number: (954) 990-3941

Email Address: vmanjares@prlatinamerica.com

Type of Organization (select one type)

- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Non-Profit
- ☐ Sub Chapter
- ☐ Joint Venture
- ☒ Corporation
- ☐ LLC
- ☐ LLP
- ☐ Publicly Traded
- ☐ Employee Owned

State of Incorporation: Florida

The Successful Firm must complete and submit this form prior to award. The Successful Firm must invoice using the company name listed above.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. PR LATIN AMERICA, INC	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate ☒ Limited liability company. Enter the tax classification (C=S corporation, S=S corporation, P=Partnership) S Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) S	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions. 524 SAPPHIRE DRIVE	Requester's name and address (optional)
6 City, state, and ZIP code DAVENPORT, FLORIDA 33937		
7 List account number(s) here (optional):		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

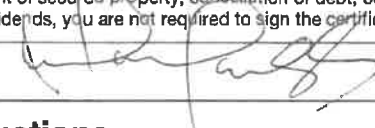
Social security number								
			-			-		
or								
Employer identification number								
2	6	-	2	8	2	0	5	4

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date 5/22/2022
-----------	--	-----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest); 1098-E (student loan interest); 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 304.7704-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 22-344, Canada & South America Public Relations and Sales

Representative

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY FIRM WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY FIRM OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.

PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: PR Latin America, Inc.

Signature: _____

Title: President

Date: May 22, 2022

State of: Florida

County of: Polk

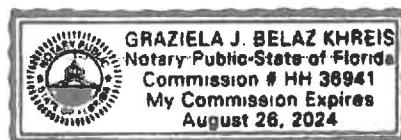
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 22nd day of May, 2022, by Victor Manuel Manjarres (name) as President (title of officer) of PR Latin America, Inc. (entity name), on behalf of the company, who ☒ is personally known to me or ☒ has produced Florida Driver's License M526-873-62-224-0 as identification.

Notary Public Signature: Graziela Juliana Belaz Khreis

Printed Name of Notary Public: Graziela Juliana Belaz Khreis

Notary Commission Number and Expiration: 1626914 - 08/26/2024

(AFFIX NOTARY SEAL)



iv. *Addendum #1*

May 5, 2022

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1

**RFP 22-344, Canada & South America Public Relations and
Sales Representative**

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: questions and answers

Danielle Rose
Procurement Analyst
Procurement Division

This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.

Signature: 

Printed Name: Victor Manuel Manjarres

Title: President

Company: PR Latin America, Inc.

**RFP 22-344, Canada & South America Public Relations and
Sales Representative**

Addendum #1(Continued)

Question 1: Can companies from outside of the U.S. submit a proposal for this project? (For example, from India or Canada)

Answer 1: Yes, with preference of the firm having an office or some presence in the United States.

Question 2: Will firms need to travel to the U.S. for in person meetings?

Answer 2: Yes, firms will need to travel to the United States for meetings, however travel would not be frequent. Travel is estimated to possibly 1-2 times per year max for various in person meetings and for periodic presentations to our Tourism Development Council Board and other stakeholders.

Question 3: Can we perform the tasks related to this RFP from outside the USA? (For example, from India or Canada)

Answer 3: See answer to question #2

Question 4: Can we submit the proposals via email?

Answer 4: No. Sealed proposals must be received in the Procurement Division at 330 W. Church Street, Bartow, FL 33830 located on the 1st floor prior to 2:00 p.m., Wednesday, May 25, 2022.

Question 5: Can questions be answered before the 17th, or do we have to wait for replies till then? We have a few and would need some short clarification

Answer 5: Yes.

V. Addendum #2

May 13, 2022

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #2

**RFP 22-344, Canada & South America Public Relations and
Sales Representative**

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: questions and answers

Danielle Rose
Procurement Analyst
Procurement Division

This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.

Signature: Victor Manuel Manjames

Printed Name: Victor Manuel Manjames

Title: President

Company: PR Latin America, Inc.

**RFP 22-344, Canada & South America Public Relations and
Sales Representative**

Addendum #2(Continued)

Question 1: My firm has offices in Mexico City and Panama City and just wanted to be sure that these countries are not considered in this RFP? Is it only South America, not to include Central or México?

Answer 1: While Polk County Tourism and Sports Marketing Division may target other countries and markets throughout Latin America, our primary focus is South America (Brazil, Columbia, Argentina, Chile etc.).

VI. Certificate of Liability Insurance

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 10/21/2021																																																																													
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).																																																																																	
PRODUCER B. & G. Insurance 5600 SW 135 Avenue # 100 Miami, FL 33183		CONTACT NAME: Ivan Santic steban PHONE (A/C, H/O, E/O): (305) 386-1086 E-MAIL: Ivan@bglatam.com ADDRESS:		INSURERS AFFORDING COVERAGE INSURER A: Travelers Insurance Co., Rated A+ INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:																																																																													
INSURED PR Latin America Inc. 524 SAPPHIRE DR DAVENPORT, FL 33807		RMC # 10647																																																																															
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. <table border="1"> <thead> <tr> <th>TYPE OF INSURANCE</th> <th>COVERAGE</th> <th>POLICY NO.</th> <th>POLICY EFF. DATE</th> <th>POLICY EXPIRATION DATE</th> <th>LIMITS</th> </tr> </thead> <tbody> <tr> <td rowspan="5"> COMMERCIAL GENERAL LIABILITY ☒ CLAIMS-MADE ☒ OCCUR ☒ Blanket Additional Insured ☒ Blanket Waiver Of Subrogation OPEN AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PERIOD ☐ LOCATION OTHER: </td> <td rowspan="5">Y</td> <td rowspan="5">Y</td> <td rowspan="5">23497264</td> <td rowspan="5">11/04/2021</td> <td rowspan="5">11/04/2022</td> </tr> <tr> <td>EACH OCCURRENCE \$ 1,000,000</td> </tr> <tr> <td>PREMIER (EA OCCURRENCE) \$ 300,000</td> </tr> <tr> <td>AMED EXP (Any one person) \$ 5,000</td> </tr> <tr> <td>PERSONAL & ADV INJURY \$ 1,000,000</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td>GENERAL AGGREGATE \$ 2,000,000</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td>PRODUCTS - COMPOUND AGG \$ 2,000,000</td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td rowspan="5"> AUTOMOBILE LIABILITY ANY AUTO ☐ OWNED ☐ BOHEDED ☐ AUTOS ONLY ☐ AUTOS ☐ HIRED ☐ NON-OWNED ☐ AUTOS ONLY ☐ AUTOS ONLY </td> <td rowspan="5"></td> <td rowspan="5"></td> <td rowspan="5"></td> <td rowspan="5"></td> <td rowspan="5"></td> </tr> <tr> <td></td> </tr> <tr> <td></td> </tr> <tr> <td></td> </tr> <tr> <td></td> </tr> <tr> <td rowspan="5"> UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$ </td> <td rowspan="5"></td> <td rowspan="5"></td> <td rowspan="5"></td> <td rowspan="5"></td> <td rowspan="5"></td> </tr> <tr> <td></td> </tr> <tr> <td></td> </tr> <tr> <td></td> </tr> <tr> <td></td> </tr> <tr> <td rowspan="5"> WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ YES ☒ NO YES, describe under OF OPERATIONS below </td> <td rowspan="5"></td> <td rowspan="5"></td> <td rowspan="5"></td> <td rowspan="5"></td> <td rowspan="5"></td> </tr> <tr> <td></td> </tr> <tr> <td></td> </tr> <tr> <td></td> </tr> <tr> <td></td> </tr> <tr> <td colspan="6"> DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) CERTIFICATE HOLDER IS LISTED AS ADDITIONAL INSURED IN REFERENCE ALL WORK PERFORMED FOR POLK COUNTY PER BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION FORM WITH RESPECT TO GENERAL LIABILITY COVERAGE. </td> </tr> <tr> <td colspan="3"> CERTIFICATE HOLDER POLK COUNTY DBA POLITICAL SUBDIVISION OF STATE OF FLORIDA 330 WEST CHURCH STREET HARTOW, FLORIDA 33830 </td> <td colspan="3"> CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Danyel Gonzalez </td> </tr> </tbody> </table>						TYPE OF INSURANCE	COVERAGE	POLICY NO.	POLICY EFF. DATE	POLICY EXPIRATION DATE	LIMITS	COMMERCIAL GENERAL LIABILITY ☒ CLAIMS-MADE ☒ OCCUR ☒ Blanket Additional Insured ☒ Blanket Waiver Of Subrogation OPEN AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PERIOD ☐ LOCATION OTHER:	Y	Y	23497264	11/04/2021	11/04/2022	EACH OCCURRENCE \$ 1,000,000	PREMIER (EA OCCURRENCE) \$ 300,000	AMED EXP (Any one person) \$ 5,000	PERSONAL & ADV INJURY \$ 1,000,000						GENERAL AGGREGATE \$ 2,000,000						PRODUCTS - COMPOUND AGG \$ 2,000,000							AUTOMOBILE LIABILITY ANY AUTO ☐ OWNED ☐ BOHEDED ☐ AUTOS ONLY ☐ AUTOS ☐ HIRED ☐ NON-OWNED ☐ AUTOS ONLY ☐ AUTOS ONLY										UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$										WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ YES ☒ NO YES, describe under OF OPERATIONS below										DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) CERTIFICATE HOLDER IS LISTED AS ADDITIONAL INSURED IN REFERENCE ALL WORK PERFORMED FOR POLK COUNTY PER BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION FORM WITH RESPECT TO GENERAL LIABILITY COVERAGE.						CERTIFICATE HOLDER POLK COUNTY DBA POLITICAL SUBDIVISION OF STATE OF FLORIDA 330 WEST CHURCH STREET HARTOW, FLORIDA 33830			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Danyel Gonzalez		
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ACORD 25 (2016/03)

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Exhibit "B"
Cost Sheet

Monthly expense plan as described within the Scope of Services (inclusive of all associated fees)	13,258.00	Monthly
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Other Additional Services (additional services beyond activities included in monthly expense plan)

Production and Distribution of online Materials - Translation from English to Portuguese or Spanish	\$10.00	Per Page
Production and Distribution of online Materials - Translation from Portuguese or Spanish to English	\$10.00	Per Page
Digital Translation Services	No Cost	
Graphic Design	\$10.00	Hourly
Web Design	\$20.00	Hourly
Manage Spanish and/or Portuguese Social Media Accounts and Campaigns	\$250.00	Monthly

Fran McAskill
Director
Procurement Division



330 West Church Street
P.O. Box 9005, Drawer AS05
Bartow, Florida 33831-9005
Phone: (863) 534-6757
Fax: (863) 534-6789
www.polk-county.net

EXHIBIT C

Board of County Commissioners

REIMBURSABLE COST SCHEDULE

1. **Reproduction Cost**

A. Regular Copying	Single Side	Double Sided
8 ½ x 11 (black & white).....	\$ 0.15/page	\$ 0.25/sheet
8 ½ x 11 (color).....	\$ 0.30/page	\$ 0.40/sheet
8 ½ x 14 (black & white).....	\$ 0.15/page	\$ 0.25/sheet
8 ½ x 14 (color).....	\$ 0.30/page	\$ 0.40/sheet
11 x 17 (black & white).....	\$ 0.25/page	\$ 0.35/sheet
11 x 17 (color).....	\$ 0.40/page	\$ 0.50/sheet
9 ½ x 24 Single Side Only.....	\$ 1.00/page	
17 x 22 Single Side Only.....	\$ 2.00/page	
18 x 24 Single Side Only.....	\$ 2.00/page	
24 x 36 Single Side Only.....	\$ 3.00/page	
30 x 30 Single Side Only.....	\$ 5.00/page	
32 x 34 Single Side Only.....	\$ 5.00/page	
Other sizes-per square inch.....	\$ 0.03/page	
Compact Digital Disk	\$ 6.00/disk	
B. Blueprint Copy		\$10.00/page
2. **Subcontractor Services** Actual Costs
3. **Special Consultants** Actual costs
4. **Computer Services** Non-reimbursable
5. **Travel Expenses** In accordance with Chapter 112.061, F.S.;
and further defined in the Polk County Employee Handbook.
6. **Postage, Fed Express, UPS** Actual Costs
7. **Pre-approved Equipment**
(includes purchase and rental of equipment used in project) Actual Costs