

**Cultural Council of Palm Beach County**

**Request for Submittal**

**RFS2019-PR**

**Request for Submittal  
for Public Relations Firm**



Cultural Council of Palm Beach County  
601 Lake Ave., Lake Worth Beach, FL 33460  
Request for Submittal (RFS)  
RFS2019-PR  
Request for Submittal for  
Public Relations Firm

**SIGNATURE PAGE**

*One original Signature Page must be signed in ink by an individual authorized to legally bind the business submitting the project estimate.*

NAME OF FIRM: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: MAIN: (\_\_\_\_) \_\_\_\_\_ CELL: (\_\_\_\_) \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_ FAX: (\_\_\_\_) \_\_\_\_\_

CORPORATION organized under the state of \_\_\_\_\_ ID NUMBER \_\_\_\_\_

authorized to do business in Florida provided for in any resultant contract.

EIN/FEI Number: \_\_\_\_\_ if Company, Corporation or Partnership

Social Security Number: \_\_\_\_\_ if Individual

**TIMELINE**

RFS Released: 8/2/2019

Question Clarifications Deadline: 8/12/2019 at 5 p.m.

Clarification Response: 8/16/2019 at 5 p.m.

Submittal Deadline: 8/30/2019 at 5 p.m. ("Deadline")

Notification Date: 9/13/2019

Contract Start Date: 10/1/2019

*Note: This timeline may be altered at any time at the discretion of the Cultural Council of Palm Beach County. Written notice will be issued and posted on [www.palmbeachculture.com](http://www.palmbeachculture.com) upon any changes in schedule.*

**CONTACT PERSON**

The Contact Person for this RFS is Hannah Deadman-Arnst, Public Relations & Social Media Specialist: (561) 471-1602, [hannah@palmbeachculture.com](mailto:hannah@palmbeachculture.com).

## **A. Background**

### **About the Cultural Council of Palm Beach County**

The Palm Beaches are home to more than 200 arts and cultural organizations that offer thousands of events annually, generate \$633 million in economic impact and provide over 14,000 jobs, due in part to the efforts of the Cultural Council of Palm Beach County (“CCPBC” or “The Council”).

The Council is a 501(c)3, private, not-for-profit that operates as the official support agency for arts and culture in Palm Beach County serving cultural organizations, arts educators and individual artists. The organization is dedicated to promoting cultural activities, fostering the growth of the sector and encouraging opportunities for creative professionals. In this leadership role, the Council manages a contract with Palm Beach County under the auspices of the Tourist Development Council (TDC) to promote cultural tourism through an integrated program of grants, advertising, public relations and marketing activities. The Council’s headquarters—The Robert M. Montgomery, Jr. Building in downtown Lake Worth Beach—is a premier resource for tourists and residents seeking information about arts and culture in The Palm Beaches. The building also hosts rotating exhibitions, live music, professional development opportunities and educational programming for children and families.

#### Priorities:

- Promote cultural tourism
- Provide grants to cultural organizations and professional artists
- Offer support services to build capacity for cultural organizations and foster growth of the sector
- Create opportunities for professional artists and musicians
- Advocate for cultural issues and funding at the local, state and federal levels
- Enhance local arts education

## **B. Purpose**

The purpose of this RFS is to enter into a contract with a qualified public relations firm or agency for the provision of ongoing PR strategy and support, with a focus on promoting cultural tourism in The Palm Beaches.

## **C. Expectations & Statement of Needs**

As part of its cultural tourism marketing program, the Council has built relationships with national, regional and local media and influencers, garnering prestigious public relations accolades such as the Public Relations Society of America (PRSA) Radiance Award, Bernays, Stevie awards and others, and generating many compelling national placements. The Council desires to strengthen its public relations strategy by creating new relationships with national travel media and influencers that reach target markets, planning and executing major media events to engage writers about arts and culture in The Palm Beaches, and aligning media outreach efforts with the Council’s national advertising campaigns. Additionally, the successful Submitter must create metrics to track the success of these programs and provide insightful recommendations to the Council.

## **D. Scope of Work**

The Council is deploying an RFS for public relations strategy and support. Please refer to the attached Scope of Work (Exhibit A) as a basis for your Submittal.

## **E. Terms and Conditions**

### 1) Preparing a Response

This RFS contains instructions governing Submittals and a description of the mandatory requirements. To be eligible for consideration, a Submitter must meet all mandatory requirements. Compliance with

the intent of all requirements will be solely determined by the Council. Responses that do not meet the full intent of all requirements listed in this RFS may be considered less legitimate during the evaluation process or may be deemed non-responsive.

2) Rights Reserved

While CCPBC has every intention to award a contract as a result of this RFS, issuance of the RFS, evaluation of the Submittals, and even the selection of a successful Submitter in no way constitutes a commitment by CCPBC to award a contract. CCPBC, in its sole and absolute discretion, and for any reason or no reason, reserves the right to:

- a. Postpone, cancel or terminate this RFS at any time;
- b. Reject any or all Submittals, or parts of any and all Submittals, received in response to this document;
- c. Waive any undesirable, inconsequential, or inconsistent provisions of this document, which would not have significant impact on any Submittal;
- d. Waive any minor irregularities in this RFS or any Submittals received in response to this RFS; or
- e. Not award any contract, or, if awarded, terminate any contract.

3) Development Costs

All expenses incurred with the preparation of submission to CCPBC, or any work performed in connection therewith, shall be borne by the Submitter.

4) Materials Ownership

All materials submitted in response to this RFS become the property of CCPBC. All drawings, maps, sketches, programs, databases, reports, plans, strategies, marks, logos, ad language, pictures and other data developed or acquired pursuant to any Submittal to this RFS or under a contract entered into between CCPBC and successful Submitter, or at CCPBC's expense, shall be and remain CCPBC's property and may be reproduced, copied, published, distributed and reused at the discretion of CCPBC.

5) Contract Period

A contract will be issued by CCPBC for one fiscal year (October 1, 2019 - September 30, 2020) based on the agreed Terms & Conditions as identified in the approved contract. The contract may be renewed annually for up to five (5) years based on performance and approval by the Tourist Development Council (TDC).

6) Termination Clause

The contract may be terminated in its entirety without cause by either party by giving a 60-day written notice. Unless the successful Submitter is in breach of the contract, the successful Submitter shall be paid for services rendered to CCPBC's satisfaction through the date of termination.

7) Working Relationship

It is important to note that due to circumstances beyond CCPBC's control, the need may arise for immediate action or response from the contracted agency. The successful Submitter is expected to have the ability to provide a high level of quality account service and creative work – no matter what timelines or deadlines are imposed.

8) Rights to Intellectual Property & Confidentiality

The Submitter shall not acquire any interest in or rights to the name "Cultural Council of Palm Beach County." Submitters are hereby notified that all information submitted as part of, or in support of,

submission will be available for public inspection after opening of submissions, in compliance with Chapters 119 and 286, Florida Statutes, popularly known as the "Public Records Law" and the "Government in the Sunshine Law" respectively.

9) **Public Entity Crimes**

As provided in Section 287.132-133, Florida Statutes, by entering into a contract or performing any work in furtherance hereof, the Submitter certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform work hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

10) **Change of Ownership/Management**

Should any of the following occur: merger, changes in ownership, receivership, bankruptcy, etc., it will be the obligation of the Submitter to notify CCPBC of such change and CCPBC may, in its sole and absolute discretion, elect to immediately discontinue negotiations with said Submitter.

**F. Minimum Qualifications**

1. Must be licensed to do business within the State of Florida and hold the appropriate insurance coverage as evidenced by proof from the Florida Department of State, Division of Corporations.
2. Must have a minimum of five (5) years prior experience.
3. Must provide a minimum of three (3) references of clients who have utilized services as identified in this RFS.

**G. Submittal Documents/Requirements**

1. **Submittal Response Documents**

Submittals should be prepared simply and economically with emphasis on completeness and clarity of content and submitted in a straightforward format (PDF) that describes the capabilities to satisfy the requirements of the RFS. Submittals should be addressed to Hannah Deadman-Arnst (See Section H.1 below), contain a completed signature page, and should be signed by a person authorized to bind Submitter to the terms of the Submittal.

Submittals should provide an Executive Summary giving an introduction of the Submitter's organization, including a brief history, location of the office where work will be performed, certification or documentation of satisfaction of minimum qualifications, contact person for contract negotiations, as well as any other information that will assist in the selection process. Submittals should contain a Table of Contents that outlines, in sequential order, all of the areas of the Submittal allowing for clarity and ease of review.

2. **Conflict of Interest**

A list of the current members of the Board of Directors along with its officers and staff is published on the CCPBC website ([www.palmbeachculture.com](http://www.palmbeachculture.com)). Each Submitter shall disclose any and all business affiliations or any other associations that could potentially be considered a conflict of interest with any member of the Board of Directors, officers and/or staff of CCPBC.

3. **Scope of Work**  
Provide a narrative addressing all points listed in the Scope of Work attached as Exhibit A.
4. **Budget**  
Based on the approach, timeline and deliverables in the SOW response, Submitter should provide a budget and payment schedule for this project between \$60,000-\$80,000 per contract year. Payment schedule should tie with key milestones. Budget should be all-inclusive with costs for research, planning, implementation, reporting, any anticipated travel and other out-of-pocket expenses. The actual contracted budget will be based on the agreed upon SOW and budgetary limitations imposed on the Council as part of its budget approval process with the County.
5. **Financial Statement**  
Financial statements may be requested by CCPBC at its discretion. CCPBC reserves the right to request additional information to be used for evaluating responses received from any or all Submitters. Furthermore, CCPBC retains the right to disqualify from further consideration any Submitter who fails to demonstrate sufficient financial stability to perform the pending contract.
6. **Small Business Enterprise**  
Please refer to Exhibit B for all information related to Small Business Enterprise Policies, procedures, and related schedules.
7. **Additional Information**  
Information considered by the Submitter to be pertinent to this project or relevant to your ability to service this account and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Submitters are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials. Appendices should be relevant and brief.
8. **Rules, Regulations and Licensing Requirements**  
The Submitter shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. Submitters are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.
9. **Exceptions to the RFS**  
All exceptions taken must be specific, and the Submitter must indicate clearly what alternative is being offered to allow CCPBC a meaningful opportunity to evaluate the Submittal. CCPBC is under NO obligation to accept any proposed exceptions or alternatives.
10. **Commencement of Work**  
This RFS does not, by itself, obligate CCPBC. The Council's obligation will commence when the contract is approved by the Executive Director of the TDC and the President and CEO of CCPBC and upon written notice to the Submitter. CCPBC may set a different starting date for the contract or propose terms, provisions and conditions different than what is contained in this RFS or in the successful Submitter's submission. CCPBC will not be responsible for any work done by the Submitter, even work done in good faith, if it occurs prior to the contract start date set by CCPBC.
11. **Insurance Requirements**  
The successful Submitter shall, on a primary basis and at its sole expense, maintain in full force and

effect, at all times during the life of this contract, insurance coverages and limits (including endorsements) as required by CCPBC. Failure to maintain the required insurance shall be considered default of the contract. The requirements contained herein, as well as the County's review or acceptance of insurance maintained by the successful Submitter, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the successful Submitter under the contract.

#### H. **Submittal Procedures**

1. Contact Person

The Contact Person for this RFS is Hannah Deadman-Arnst, PR & Social Media Specialist, (561) 471-1602, [hannah@palmbeachculture.com](mailto:hannah@palmbeachculture.com)

2. Clarifications

Submitters requesting clarification or interpretation of any section or sections contained in this RFS shall make a written request via email to the Contact Person above by the Question Clarifications Deadline on Page 1. Written responses will be shared with all Submitters via blind copied email and posted on [www.palmbeachculture.com](http://www.palmbeachculture.com) by the Clarification Response date on Page 1. Any amendments will be communicated by posting on our website. Please check for them regularly.

3. Submissions

One (1) bound original and one (1) electronic copy of the complete submission must be received by 8/30/2019 (Deadline date on Page 1). **Please limit Submittal response documents, as outlined in Section G, to 25 pages maximum (with no more than 10 pages for the SOW and supporting materials such as press clips).** The electronic copy (in PDF file extension) must be emailed to the Contact Person. The original must be submitted in a sealed envelope or container. The envelope or container should be addressed as follows:

**RFS2019-PR**

Cultural Council of Palm Beach County  
601 Lake Ave.  
Lake Worth Beach, FL 33460

Hand-carried submissions may be delivered to the above address ONLY between the hours of 10 a.m. and 5 p.m., Tuesday through Friday, excluding holidays. It shall be the Submitter's sole risk to assure delivery to CCPBC at the designated office at the designated time. The submission of a signed Submittal will be considered by CCPBC as constituting a legal offer by the Submitter to perform the required services at the proposed price identified therein. Submitter may submit a modified submission to replace all or any portion of a previously submitted Submittal until the Deadline. CCPBC will only consider the latest submission. Failure to submit a complete and responsive submission shall result in automatic rejection.

A submission may be withdrawn only by written notification. Letters of withdrawal received after the Deadline for receipt of submissions will not be accepted unless the contract has been awarded to another vendor or no award has been made within forty-five (45) days after the Deadline for receipt. Unless withdrawn, as provided in this subsection, a submission shall be irrevocable until the time that a contract is awarded. Submissions and/or modifications to submissions received after the Deadline specified in the RFS Timeline (Page 1) are late and shall not be considered.

4. Contract

The selected Submitter will be recommended to the Executive Director of the TDC and President and CEO of CCPBC for engagement via a contract for performance of the services utilized in the Scope of Work (Exhibit A). Upon approval by both parties, the selected Submitter will be engaged via a contract conforming to the terms of CCPBC Contracts.

5. Evaluation Process and Award Criteria

- I. Submittals are received, opened, read and evaluated by an internal Council Selection Team. The top three (3) Submittals may be contacted for additional scope of work information and project evaluation, as necessary.

Submitters to this RFS may be required to give an oral presentation. This provides an opportunity for consultants to clarify or elaborate on the Submittal but in no way change the original Submittal. This is a fact-finding session only and does not include negotiation. Oral presentations are an option of CCPBC and may or may not be conducted.

6. Submittals will be not be scored on a point system but will be evaluated with respect to the below criteria. The Submittal will be evaluated based on the strength of the Submitter (and any approved subcontractors); including the experience and qualifications of managerial and professional personnel assigned to the project (the duties of each individual will be stated by the Submitter).

- I. **Experience and Qualifications of Professional Personnel**

This evaluation will include, but not be limited to:

- Understanding of the needs and goals of the Council’s public relations program as demonstrated in the strategy, approach and resources applied in the Scope Of Work (SOW)
- Experience and qualifications of the firm with similar projects and/or similar challenges
- Quality of work as demonstrated in case studies
- Organizational depth, including the expertise and experience of the proposed project manager and support staff
- History and financial stability
- References
- Contract cost and fee

- II. **Approach to the Scope Of Work (SOW)**

The Submittal will be evaluated based on the Submitter’s approach to developing a successful cultural tourism public relations strategy and program. The evaluation will include, but not be limited to:

1. Types of research
2. Strategies and tactics
3. Creativity and originality
4. Demonstrated understanding of culture in The Palm Beaches

- III. **Participation by Small Business Enterprise (SBE)**

Submittals will be evaluated based on the Submitter’s status as a Palm Beach County-certified SBE, or the extent of SBE participation documented in the Submittal.

Local Preference is given to Submitters having a permanent place of business in Palm Beach County. If a Submitter is eligible to receive Local Preference, the Submittal will receive higher

priority, but does not necessarily mean an SBE will be chosen.

**IV. Total Contract Price**

CCPBC seeks a Submittal that offers significant value and maximum impact. While competitive pricing will be a factor in evaluation, it may not be the determining component. The Submitter with the lowest price is not assured of winning the contract. Submitters will be evaluated on payment schedule and use of budget to meet goals, milestones and deliverables outlined in SOW.

**7. Award of Contract**

The award, if any, will be made to the Submitter whose Submittal is considered the most advantageous to CCPBC.

CCPBC reserves the right, at its sole discretion, not to make an award and to rebid this RFS in part or in its entirety regardless of circumstance. CCPBC also reserves the right to reject the Submittal from any contractor who has previously failed in proper performance of an award or to deliver on-time services under contracts of a similar nature or who is not in a position to perform properly under this award.

The apparent successful Submitter will be notified of the recommendation for award. A contract must be negotiated, completed and executed by the successful Submitter and CCPBC for approval by its CEO and the TDC before it becomes valid and effective. If this condition is not met in a timely manner through no fault of CCPBC, CCPBC, at its sole discretion, may elect to cancel the recommended award and make the award recommendation to the next most advantageous Submitter. This process may continue until such time as CCPBC has finalized a contract or determined to cancel the procurement in its entirety.

The award document will be a contract incorporating by reference the terms and conditions of the solicitation and the consultant's submission as negotiated.

**I. Schedule of Exhibits**

- A. Scope of Work
- B. SBE Schedules 11

**EXHIBIT A**  
***Scope of Work***

The purpose of this RFS is to build on the CCPBC's public relations strategy to promote cultural tourism in The Palm Beaches. Submitters may customize their Submittals with strategic recommendations that showcase their understanding of tourism marketing, knowledge of arts and culture in the destination and ability to create opportunities to stand out amidst a constantly evolving media landscape.

In addition to the items listed in Section G (above), the successful Submitter will, at a minimum, provide the following information in response to this RFS:

**I. Strategy**

**a. Annual Plans**

The selected public relations firm will be expected to work alongside the Council's marketing team to contribute to the annual marketing plan that is approved by the TDC and Council boards. The selected firm will provide an annual PR timeline or plan that showcases month-by-month outreach and pitch themes, press release topics, upcoming media events, FAMs, desksides and other efforts.\*

Target markets for FY2020 include:

National

Atlanta  
Boston  
New York  
Philadelphia  
Washington D.C.

Drive Markets (FL)

Ft. Myers/Naples  
Jacksonville  
Miami/Ft. Lauderdale  
Orlando  
Tampa

Seasonal

Chicago  
Boston  
Houston  
St. Louis  
Washington D.C.  
Toronto  
Montreal

*\*Note: The FY2020 marketing plan is complete and will be approved by the start of the contract. The selected firm will use the approved PR plan as a framework and will be expected to develop a new plan in subsequent years.*

## **b. Activations**

The selected public relations firm will contribute to creative annual consumer activations or other ideas (up to two per year) that tell a compelling story about arts and culture in The Palm Beaches among media and key audiences in target national or regional markets. This includes, but is not limited to:

1. Arts-inspired activations or event elements (such as a chalk painting or performance in target markets with messaging about The Palm Beaches)
2. Influencer engagement (such as special events or campaigns)

## **c. Social Media Integration**

Social media works in tandem with traditional public relations efforts. The Council seeks a public relations firm that intentionally implements social media strategy (on behalf of the firm's owned social media platforms) into its client services. Integration includes, but is not limited to:

1. Posts about cultural experiences and events in The Palm Beaches
2. Regular engagement with the Council's social media platforms
3. Posts that share the Council's national press releases and resulting coverage

## **II. Meet the Media**

### **a. Events**

Special events targeted to media members, such as media luncheons, provide CCPBC with the opportunity to talk to national media about arts and culture in The Palm Beaches and ultimately inspire them to visit and write about the destination. The selected firm will be expected to handle event logistics and planning in its target markets. Duties include, but are not limited to:

1. Research, recommend and secure venues and client agreements
2. Plan menu, décor and other day-of logistics
3. Assist in event-theme planning with the Council
4. Prepare suggested agenda or itinerary to ensure maximum opportunities in target market
5. Customize invitation list of media
6. Deploy invitations, handle RSVPs, follow-up to ensure maximum attendance
7. Attend and assist at media event (day-of)
8. Make introductions to key journalists
9. Follow-up with media after event to cultivate further interest in The Palm Beaches' cultural experiences

## **III. Cultural Familiarization Tours & Influencer Opportunities**

Cultural Familiarization (FAM) Tours provide the Council with the opportunity to host individual writers or groups of journalists to experience arts and culture in The Palm Beaches first-hand. These tours yield the strongest and most compelling placements for the destination. CCPBC plans to host up to six (6) FAMs in FY2020 (including one or two FAMs for influencers). Duties include, but are not limited to:

1. Media outreach to gauge interest and secure FAM guests; vet and recommend influencers with high engagement rates and content that aligns with arts and travel
2. Book flights and manage travel expectations and expenses
3. Coordinate and build itineraries (with Council support) and reach out to cultural organization partners to secure experiences and tours
4. Escort FAM tours (case-by-case basis) if the Council's PR team is unavailable or if a group tour is expected
5. Follow up to ensure positive experience and that editorial needs are met

#### **IV. Deskside Appointments**

Historically, the Council has had several successful media meetings with various travel editors and writers in Toronto, New York, Atlanta and other markets. CCPBC desires to expand this effort and further cultivate new contacts, pitch opportunities and potential FAM guests. This year, the Council plans to meet media in Boston, Houston, New York and Orlando. The public relations firm should demonstrate knowledge and contacts in these markets. The firm will also be expected to deliver:

1. Research and recommendations for potential deskside appointments
2. Media outreach to secure meetings and locations
3. Provide media profiles and contact information in advance
4. Strategic follow-up with media to cultivate contacts, story opportunities and potential FAM visits

#### **V. Broadcast Media Opportunities**

The Council typically engages one national broadcast opportunity a year, dependent on budget. As such, the CCPBC requires a public relations firm that researches and coordinates available packages with nationally-acclaimed hosts such as Peter Greenberg, Samantha Brown or others. Efforts by the public relations firm include, but are not limited to:

1. Research and recommendations for potential broadcast opportunities
2. Coordinate flights and logistics for broadcast talent
3. Follow-up to ensure talking points are understood and that editorial needs as outlined in the broadcast agreement are met

#### **VI. Proactive Media & Partner Outreach**

##### **a. Press Releases**

This year, the Council plans to deploy twelve (12) national press releases that align with its content and advertising calendars. As such, the Council requires a public relations firm that will research and develop each of the Council's press releases. The Council will deploy through a wire service, and the public relations firm will use in pitch efforts.

##### **b. Media Contact Lists**

As newsrooms decrease in size and the need for niche content increases, the Council requires a public relations firm that can stay nimble and relevant with their media lists and contacts. The Council's target media includes The New York Times, The Washington Post, Forbes, Travel + Leisure, AFAR and others. Ideally, contacts are added after FAM tours and media events.

##### **c. Partner Outreach / Hot Tips**

With the 24-hour news cycle demanding story ideas and pitches in real-time, the Council seeks to implement a branded "Hot Tips" e-blast that can be sent quickly to cultural organizations and arts partners to gather content. The Council requires a public relations firm that can quickly deploy opportunities to ensure maximum coverage, which may include:

1. Research and response to pitch opportunities with HARO, ProfNet or other media inquiry tools
2. Send "Hot Tips" inquiries/opportunities to the Council in a format that can be easily deployed to cultural partners
3. Work with CCPBC team to gather responses from cultural organizations and send responses to respective media member

#### **VII. Reporting**

##### **a. Metrics, Monitoring & Clipping**

Tracking and documenting PR metrics and results is critical to the Council—especially as these metrics must be

reported monthly to the TDC per contract agreement. Although the Council has a media monitoring service, any resulting coverage facilitated by the firm should be provided in a shareable format (including UMV or circulation).

**b. Monthly Reports**

Per County reporting requirements, it is necessary for the public relations firm to supply proof of performance as part of its monthly invoicing. These reports should include, but not be limited to, the following:

1. Ongoing or completed outreach (pitches, press releases, etc.)
2. Resulting coverage (including the writer's name, date of coverage and reach)
3. Other projects that occurred during the month (i.e. media events, desksides, etc.)

**c. Team Conference Calls**

In order to stay aligned with strategies and projects, the Council expects to meet regularly (in-person or by phone) with the selected public relations firm with the expectation of:

1. Meeting reports or recaps
2. Follow-up emails by project
3. Follow-up calls (if project status is urgent)

**VI. Crisis Communications Plan\***

In the event of a crisis such as a hurricane or other tourism-related issue, the Council may need additional services from the selected public relations firm, which could include:

1. Strategy, counsel and creation/implementation of a targeted communications plan
2. Talking points and interview preparations
3. Media monitoring (traditional and social); response preparation
4. Implement recovery program

*\*Crisis work should be considered an additional service of the firm that can be activated quickly as needed; the Council understands this may be an additional expense that would be estimated and approved in advance of any work. Firms should demonstrate expertise in crisis communication as part of the RFS.*

**EXHIBIT B**  
***Small Business Enterprise (SBE)***

**A. Policy**

It is the policy of the Board of County Commissioners of Palm Beach County, Florida, that SBE(s) have the maximum practical opportunity to participate in the competitive process of supplying goods, services and construction to the County. To that end, the Board of County Commissioners adopted a Small Business Ordinance which is codified in Sections 2-80.21 through 3-81.43 (as amended) of the Palm Beach County Code, which sets forth the County's requirements for the SBE program, and is incorporated in this RFS. Compliance with the requirements contained in this section shall result in a Submitter being deemed responsive to SBE requirements. The provisions of the Code are applicable to this solicitation, and shall have precedence over the provisions of this solicitation in the event of a conflict.

Although preferences will not be extended to certify M/WBEs, unless otherwise provided by law, businesses eligible for certification as an M/WBE are encouraged to maintain their certification in order to assist in the tracking of M/WBE availability and awards of contracts to M/WBEs. This information is vital to determining whether race and gender-neutral programs assist M/WBE firms or whether race and gender preferences are necessary in order to address any continued discrimination in the market.

**B. SBE Goals**

The County has established a minimum goal of 15% SBE participation for all County solicitations, inclusive of all alternates and change orders. This goal is a minimum, and no rounding will be accepted.

It will be the responsibility of the Submitter to furnish all the necessary information to the County in order to receive the strongest evaluation for SBE participation. Evaluation shall be assigned based on the level of SBE participation as outlined below:

- Submitter is a Palm Beach County-certified SBE who will be providing 51% of the work with their own workforce.
- Submitter has submitted proper documentation verifying that the County's Professional Services Goal of 15% has been met, utilizing Palm Beach County-certified SBE contractors.

Upon initiation of the RFS solicitation process, all potential and interested professional service firms or consultants shall be required to list all SBE and M/WBE sub-consultants' selected portion of work to be performed, and *dollar amount or percentage* for each on Schedule 1 and Schedule 2.

Evaluation for SBE participation shall not ultimately determine the selected firm, but will play a role in the selection.

**C. Submittal Submission Documentation**

SBE Submitters proposing as prime contractors are advised that they must complete Schedule 1 listing the work to be performed by their own workforce as well as the work to be performed by any SBE or M/WBE subcontractor. Failure to include this information on Schedule 1 will result in the participation by the SBE prime Submitters own workforce NOT being counted towards meeting the SBE goal. This requirement applies even if the SBE contractor intends to perform 100% of the work with their own workforce.

Submitters are required to submit with their Submittal the appropriate SBE-M/WBE schedules in order to be deemed responsive to the SBE requirements. SBE-M/WBE documentation to be submitted is as follows:

### Schedule 1 - List of Proposed SBE and M/WBE Participation

This list shall contain the names of all SBE and M/WBE prime and subcontractors intended to be used in performance of the contract, if awarded. This schedule shall also be used if an SBE prime Submitter is utilizing ANY subcontractors.

### Schedule(s) 2 - Letter(s) of Intent to Perform as an SBE or M/WBE Subcontractor

A Schedule 2 for each SBE and/or M/WBE Subcontractor listed on Schedule 1 shall be completed and signed by the proposed SBE and/or M/WBE Subcontractor. Subcontractors shall specify the type of work to be performed, the cost or percentage shall also be specified. Additional sheets may be used as needed.

### **D. SBE Certification**

Only Submitters certified by Palm Beach County at the time of Submittal opening shall be counted toward the established SBE goals. Upon receipt of a complete application, **IT TAKES UP TO NINETY (90) DAYS TO BECOME CERTIFIED AS AN SBE WITH PALM BEACH COUNTY.** It is the responsibility of the Submitter to confirm the certification of any proposed SBE; therefore, it is recommended that Submitters visit the on-line Vendor Directory at [www.pbcgov.org/osba](http://www.pbcgov.org/osba) to verify SBE certification.

### **E. Counting SBE Participation (and M/WBE Participation for Tracking Purposes)**

1. Once a firm is determined to be an eligible SBE according to the Palm Beach County certification procedures, the Prime may count toward its SBE goals only that portion of the total dollar value of a contract performed by the SBE.
2. The Prime may count toward its SBE goal a portion of the total dollar value of a contract with a joint venture, eligible under the standards for certification, equal to the percentage of the ownership and control of the SBE partner in the joint venture.
3. The Prime may count toward its SBE goal the entire expenditures for materials and equipment purchased by an SBE subcontractor, provided that the SBE subcontractor has the responsibility for the installation of the purchased materials and equipment.
4. The Prime may count the entire expenditure to an SBE manufacturer (i.e., a supplier/distributor that produces goods from raw materials or substantially alters the goods before resale).
5. The Prime may count sixty percent (60%) of its expenditure to SBE suppliers/distributors that are not manufacturers.
6. The Prime may count toward its SBE goal second and third tiered SBE subcontractors; provided that the Prime submits a completed Schedule 2 form for each SBE subcontractor.
7. The Prime may only count towards its SBE goal the goods and services in which the SBE is certified.

### **F. Responsibilities after Contract Award**

#### Schedule 3(A) – Professional Services Activity Report

This form shall be submitted by the prime consultants with each payment application when SBE and/or M/WBE sub-consultants are utilized in the performance of the contract. This form shall contain the names of all SBE and M/WBE sub-

consultants, specify the subcontracted dollar amount for each sub consultant and show amount drawn and payments to date issued to sub-consultants. This form is intended to be utilized on all professional services contracts.

#### Schedule 4 – SBE-M/WBE Payment Certification

A Schedule 4 for each SBE and/or M/WBE sub shall be completed and signed by the proposed SBE and/or M/WBE after receipt of payment from the prime. When applicable, the prime shall submit this form with each application submitted to the county for payment to document payment issued to a sub in the performance of the contract.

All Submitters hereby assure that they will meet the SBE participation percentages submitted in their respective Submittals with the subcontractors contained on Schedules 1 and 2 and at the dollar values or percentages specified. Submitters agree to provide any additional information requested by DTPB to substantiate participation.

The successful Submitter shall submit an SBE-M/WBE Activity Form (Schedule 3(A)) and SBE-M/WBE Payment Certification Forms (Schedule 4) with each payment application. Failure to provide these forms may result in a delay in processing payment or disapproval of the invoice until they are submitted. The SBE-M/WBE Activity Form is to be filled out by the Prime Contractor and the SBE-M/WBE Payment Certification Forms are to be executed by the SBE or M/WBE firm to verify receipt of payment.

#### **G. SBE Substitutions**

After contract award, the successful Submitter will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified SBE's in order to maintain the SBE percentages submitted with the bid. Requests for substitutions must be submitted to the user Department and OSBA.

**The County's website must be checked to make sure the most current SBE forms are included with the RFS. Go to: [www.pbcgov.com](http://www.pbcgov.com), Business (Drop Down Menu), Small Business Assistance, Programs, Compliance Programs, Bid Schedules as follows:**

SCHEDULE 1: LIST OF PROPOSED SBE-M/WBE PRIME AND/OR SUBCONTRACTOR PARTICIPATION

SCHEDULE 2: LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE SUBCONTRACTOR 17

SCHEDULE 3(A): PROFESSIONAL SERVICES ACTIVITY REPORT

SCHEDULE 3: SBE-M/WBE ACTIVITY FORM

SCHEDULE4: SBE-M/WBE PAYMENT CERTIFICATION