

Discover Palm Beach County, Inc.
(DBA, The Palm Beaches)
2195 Southern Blvd. Suite 400, West Palm Beach, FL 33406
REQUEST FOR PROPOSALS
2023 Request for Proposals for Marketing Technology Roadmap Development

A. Organization Background

Discover Palm Beach County, Inc., DBA, The Palm Beaches (“TPB”) a 501(c)6, private, not-for-profit corporation provides destination marketing services to Palm Beach County, Florida (the “County”) to assist the County in branding, marketing, promoting, and advertising Palm Beach County tourism for national and international markets, under a contract between TPB and Palm Beach County (the “TPB/County Contract”).

OUR MISSION: *Grow The Tourism Economy*

OUR VISION: *To position The Palm Beaches as Florida's premier tourism destination*

OUR BRAND PROMISE: *The Palm Beaches are America's First Resort Destination. The community where genuine hospitality is a way of life, and the diversity of travel experiences is matched by the warmth of its coastal communities. It is Florida's finest travel experience.*

B. Purpose

The purpose of this Request for Proposal (RFP) is to enter into an agreement with a qualified firm for the design and development of The Palm Beaches’ Marketing Technology roadmap and potential execution of said roadmap F(5).

C. Scope of Services

Please refer to the attached Scope of Work, Exhibit A, as a basis for your proposal response.

D. RFP Timeline

RFP Released: 7/1/2023

Proposal Deadline: 9/15/2023, 11:59pm EDT (“Deadline”)

Target Contract Start Date: September 2023

E. RFP Terms and Conditions

1. Preparing a Response

This RFP contains instructions governing the proposals to be submitted and a description of the mandatory requirements. To be eligible for consideration, a proposer must meet all mandatory requirements. Compliance with the intent of all requirements will be solely determined by TPB. Responses that do not meet the full intent of all requirements listed in this RFP may be subject to point reductions during the evaluation process or may be deemed non-responsive.

2. Rights Reserved

While TPB has every intention to award a contract because of this RFP, issuance of the RFP, evaluation of the

proposals, and the selection of a successful proposer by TPB in no way constitutes a commitment by TPB to award a contract. TPB, in its sole and absolute discretion, and for any reason or no reason, reserves the right to:

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

3. Development Costs

Neither TPB nor Palm Beach County, Florida shall be liable for any expenses incurred in connection with work performed, travel, or any and all other expenses incurred in the preparation or submission of a proposal or other participation in this proposal process. All expenses incurred with the preparation and submission of proposals to TPB, or any work performed in connection therewith, shall be borne by the proposer.

4. Materials Ownership

All materials submitted in response to this RFP become the property of "County" and TPB. All drawings, maps, sketches, programs, data bases, reports, plans, strategies, marks, logos, ad language, pictures and other data developed or acquired pursuant to any proposal submitted in response to this RFP or provided during a presentation by a proposer or under a contract entered into between TPB and successful proposer, or at TPB's expense, shall be and remain TPB's property and may be reproduced, copied, published, distributed and reused at the discretion of TPB, TDC or County.

5. Contract Period

A contract will be issued by TPB for an initial term that is to be determined, based upon the proposed scope of work, with the option to be renewed for any length of time, as long as proper procedure for contract commitment is met, for up to two (2) two-year terms upon mutual agreement of the parties or discretion of TPB based on the agreed Terms & Conditions as identified in the approved contract. Any renewals will be subject to appropriation of funds and renewal of TPB/County Contract by the Board of County Commissioners (BCC). Upon confirmation of TPB/County Contract renewal, no RFP will be required for renewals. A renewal letter will be sent by TPB prior to the start of each renewal term, with a copy being sent to Tourist Development Council. Notwithstanding the foregoing, no contract shall extend beyond the expiration or earlier termination of TPB/County Contract.

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 proposer is in breach of the contract, the successful proposer shall be paid for services rendered to TPB's satisfaction through the date of termination.

7. Working Relationship

It is important to note that due to circumstances beyond TPB's control, the need may arise for immediate action or response from the contracted agency. The successful proposer is expected to understand the inner workings of a tourism/service-oriented bureau and have the ability to provide a high level of quality account service no matter what timelines or deadlines are imposed.

8. Rights to Intellectual Property; Confidentiality

The proposer shall not acquire any interest in or rights to the name "Palm Beach County", "Palm Beach County Convention & Visitors Bureau", "Discover The Palm Beaches", "The Palm Beaches", nor in any of the materials provided by or created for the County.

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 proposer 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 proposer to notify TPB of such change and TPB may, in its sole and absolute discretion, elect to immediately discontinue negotiations with said proposer.

F. Minimum Qualification of Bidders

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 that we may contact who have utilized services as identified in this RFP.

G. Proposal Documents/Requirements

1. Proposal Response Documents

Proposals should be prepared simply and economically with emphasis on completeness and clarity of content and submitted in a straightforward format that describes the capabilities to satisfy the requirements of the RFP. Proposals should be addressed to Bryan Glynn (See Section H below).

2. Conflict of Interest

A list of the current members of the Board of Directors along with its officers and staff is published on TPB website (www.thepalmbeaches.com) or available from the Contact Person referenced in Section H(1). Each proposer 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 TPB.

3. Supporting Team

Provide the name, background, and level of experience of the person who will be the main point of contact (account director or manager) for the contract, as well as for principals, key staff and, other employees who will be directly and indirectly involved in performing the work and identify projects of a similar nature in which the

staff member has been involved.

4. Scope of Work

Provide a narrative addressing all points listed in the Scope of Work attached as Exhibit A.

5. Samples

Provide samples supporting the proposer's ability to satisfactorily perform the requirements listed in the scope of work, attached as Exhibit A. Samples provided must be within the past five (5) years.

6. Budget

An estimated budget for the to meet the needs outlines in Exhibit A, should be included. This budget shall be based on the Scope of Work provided in Exhibit A. The actual contracted budget will be revised based on the agreed upon Scope of Work and budgetary limitations imposed on TPB as part of its budget approval process with the County.

7. Small Business Enterprise

Refer to Exhibit B for all information related to Small Business Enterprise Policies, procedures, and related schedules.

8. Additional Information

Information considered by the proposer 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. Proposers are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials. Appendices should be relevant and brief.

9. Rules, Regulations and Licensing Requirements

The proposer shall comply with all laws, ordinances, and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. Proposers 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, to include Executive Order No. 11246 entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375, and as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

10. Exceptions to the RFP

All exceptions taken must be specific, and the proposer must indicate clearly what alternative is being offered to allow TPB a meaningful opportunity to evaluate the proposal. Proposers are cautioned that submitting an alternative proposal does not relieve the proposer from submitting the "Minimum Requirements" as stated in Section G above. TPB is under NO obligation to accept any proposed exceptions or alternatives.

11. Commencement of Work

This RFP does not, by itself, obligate TPB. TPB's obligation will commence when the contract is approved by the Board of County Commissioners or their designee and upon written notice to the proposer. TPB may set a different starting date for the contract or propose terms, provisions, and conditions different than what is contained in this RFP or in the successful proposer's proposal. TPB will not be responsible for any work done by the proposer, even

work done in good faith, if it occurs prior to the contract start date set by TPB.

12. Insurance Requirements

The successful proposer 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 TPB. 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 proposer, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the successful proposer under the Contract.

H. Proposal Procedures

1. Contact Person

The Contact Person at TPB for this RFP is Bryan Glynn, Senior Director, Digital Marketing. He can be reached via email: bglynn@thepalmbeaches.com.

2. Proposal Submission

An electronic version of the completed proposal must be emailed to bglynn@thepalmbeaches.com by the proposal deadline date (see page 1).

Proposer may submit a modified proposal to replace the previously submitted proposal until the Deadline for receipt of proposals (see page 1). TPB will only consider the latest proposal submitted. Failure to submit a complete and responsive proposal shall result in automatic rejection of the proposal.

A proposal may be withdrawn by written email notification.

Proposals and/or modifications to proposals received after the Deadline for receipt of proposals specified in the RFP Timetable (Page 1) are late and shall not be considered.

3. Contract

The selected proposer will be recommended to the Executive Director of the Tourist Development Council (TDC) for engagement via a contract for performance of the services utilized in Exhibit A, Scope of Work. Upon approval by such entity, the selected proposer will be engaged via a contract conforming to the terms of TPB Contract.

4. Evaluation Process and Award Criteria

Proposals are reviewed and evaluated by members of the TPB Marketing Team and the awarded vendor will be selected upon the discretion of the Marketing Team based on meeting the needs of the Scope of Work and larger organization.

5. Award of Contract

The award, if any, will be made to the proposer whose proposal is considered to be the most advantageous to TPB in the best interest of the County's tourism promotion and development program based on the Review and Selection Committee's scoring after review of every responsive proposal including, but not limited to, price.

TPB reserves the right, at its sole discretion, not to make an award and to rebid this RFP in part or in its entirety regardless of circumstance. TPB also reserves the right to reject the proposal 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 proposer will be notified of the recommendation for award. A contract must be negotiated, completed and executed by the successful proposer and TPB for approval by the Executive Director of the Tourist Development Council before it becomes valid and effective. If this condition is not met in a timely manner through no fault of TPB, TPB, at its sole discretion, may elect to cancel the recommended award to that proposer and make the award recommendation to the next most advantageous proposer. This process may continue until such time as TPB 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 Contractor's proposal as negotiated.

I. Schedule of Exhibits

A. Scope of Work

B. SBE Schedules

EXHIBIT A

SCOPE OF WORK

The purpose of this Request for Proposal (RFP) is to enter into an agreement with a qualified firm for the design and development of The Palm Beaches' Marketing Technology roadmap and potential execution of said roadmap. Several of the key projects we are looking at completing are outlined below and should all be included in the roadmap development in addition to other critical pieces of Marketing Technology infrastructure deemed appropriate by the vendor.

1. Data Lake
 - a) Develop infrastructure to house data from dozens of platforms in a centralized repository for ease of access, analysis, and to ensure data privacy compliance.
2. Customer Data Platform
 - a) Build a robust consumer data collection platform to catalog website users and email subscribers with demographic/psychographic categories.
3. Data Clean Room
 - a) Advance hotel partnerships to enable data sharing to better inform campaign execution and drive demand during need periods as identified by Destination Demand tools.
4. Consent Management Platform
 - a) Ensure data privacy compliance and honoring of opt-out requests across all marketing touchpoints to align with consumer expectations and privacy laws.

EXHIBIT B
Small Business Enterprise

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 2-80.34 (as amended) of the Palm Beach County Code, which sets forth the County's requirements for the SBE program and is incorporated in this RFP. Compliance with the requirements contained in this section shall result in a proposer 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 certified 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 firm submitting a proposal to furnish all the necessary information to the County in order to receive points for SBE participation. Points will not be cumulative. Points shall be assigned based on the level of SBE participation as outlined below:

c) Proposal Submission Documentation

SBE proposers 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 proposers 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.

Proposers are required to submit with their proposal 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 proposer 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 those firms certified by Palm Beach County at the time of proposal 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 proposer to confirm the certification of any proposed SBE; therefore, it is recommended that proposers visit the on-line Vendor Directory at 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) 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 proposers hereby assure that they will meet the SBE participation percentages submitted in their respective proposals with the subcontractors contained on Schedules 1 and 2 and at the dollar values or percentages specified. Proposers agree to provide any additional information requested by TPB to substantiate participation.

The successful proposer 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 proposer 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 DBE forms are included with the RFP. Go to: 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

SCHEDULE 3(A): PROFESSIONAL SERVICES ACTIVITY REPORT

SCHEDULE 3: SBE-M/WBE ACTIVITY FORM

SCHEDULE 4: SBE-M/WBE PAYMENT CERTIFICATION