

**HIGHLANDS COUNTY BOARD OF COUNTY
COMMISSIONERS (HCBCC)
PURCHASING DIVISION
600 S. Commerce Ave
Sebring, FL 33870
(863) 402-6500**

DATE: July 2, 2021
BID NO. 21-008 RFP ADDENDUM No. 1
Project Lead Tourism Consultant

The following represents clarification, additions, deletions, and/or modifications to the above referenced solicitation. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation, as applicable.

Questions and Answers

1. Page 17 The current contract is for an average of 30 hours per week for 50 weeks per year. Time Sheet is currently reported each month (not each week). What promoted the increase in hours?

Answer The hours are what staff anticipates as needed to perform the work but successful negotiations with a proposer is allowable. A copy of the current contract is attached with amendment.

2. Page 17 This RFP requires five afternoons per month when current contract is for four afternoons per month. What prompted the change?

Answer See answer 1 above.

3. Page 17 Please explain why travel to/from an out-of-county conference does not count towards monthly hours. This is Consultant time that would not otherwise be spent if not for going to a tourism conference for this contract, specifically for Scope of Work 4.1.11.

Answer Out-of-county: The County wants the recommended hours to be spent on the actual project(s). Time to travel may be estimated under the "estimated annual expenses" list and would be approved by the Project Manager.

4. Page 17 4.2.2 – Planned time off. Why can consultant only take time off during two months of the contracted year? This has been an hourly-based contract, and the hours could be fulfilled anytime during the year.

Answer All time off would need to be approved by the by Project Manager.

5. Page 17 Why does Consultant have to submit (a month in advance) a written request to Project/Contract Manager to average 35 hours per week when that is what the RFP currently states?

Answer This will help to identify monthly costs as well as keep the Project Manager informed of upcoming work.

6. Page 17 Please explain why "Consultant shall not take time off immediately before, after or during major tourism events in the County, such as the 12 Hours of Sebring race." The TDC office does not typically have a role to play with this event, unless requested by the Raceway.

Answer County staff will meet with the Consultant to determine, which events the Consultant need to be present for. The 12-hours is just an example.

7. Page 18 4.3.5 - Current consultant was told she could not use county pool vehicle if not a county employee. Has this requirement changed? Consultant currently uses personal vehicle to tour guests (event planners, FL Sports Foundation, etc.) around the county in a county vehicle. Can non-employee guests of the TDC also ride in county pool vehicles driven by a non-county employee?

Answer County pool vehicles are available to the successful Consultant, if the car is scheduled in advance and the Consultant driving record passes the County review. The Consultants vehicle may be required to be used when no county vehicle is available. Non-employee guests can ride in a county vehicle. All other rules for use of County vehicle are applicable.

8. Pricing-- Per Article 4 of current contract, pricing includes monthly payment + monthly expense allocation for things such as mileage, hotel, parking, tolls, and other travel costs. It does not include conference or event registration or airfare. Did not see that specified in the contract. Should annual pricing include a monthly expense allocation similar to current contract?

Answer Yes, annual pricing shall include monthly expense allocation similar to current contract.

CONTRACT

This Contract ("Contract") is made November 7, 2017, by and between Highlands County, a political subdivision of the State of Florida ("County") and Gray Dog Publishing, Inc. ("Contractor"). In consideration of the mutual covenants to be performed by the Parties pursuant to this Contract, each Party hereby represents, warrants and agrees as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall provide Casey Wohl Hartt ("Consultant"), who shall provide consulting services to the County to promote Highlands County as a destination for tourism, sport activities, conventions, and conferences by performing the Scope of Services described in subsection A of Section V of Highlands County Board of County Commissioners' RFP 17-033, a copy of which is attached hereto and included herein as Exhibit A. Consultant shall provide services for fifty (50) weeks each year. Consultant shall provide services for an average of thirty (30) hours per week, each month. Consultant shall be present at the County's Tourism Office at least four (4) afternoons each month. Consultant shall be in attendance at each Tourism Development Council (TDC) meeting. The services shall be performed by Consultant under the direction of the Highlands County Development Services Director, or his or her designee, ("Contract Manager") in the manner described in pages 3 thru 5 of Contractor's Proposal, a copy of which is attached hereto and included herein as Exhibit B.

ARTICLE 2. TERM

Consultant shall commence providing the services and materials required by this Contract within fourteen (14) calendar days after execution of this Contract, shall provide services as described in the Scope of Work for a term of two (2) years beginning on the date specified in the Purchase Order issued by the County pursuant to this Contract. Upon mutual agreement of the parties, this Contract may be renewed for an additional term of two (2) years.

ARTICLE 3. CONTRACT PRICE

The amount that will be paid by the County to the Contractor for Consultant providing services as the Highlands County Tourism Lead Consultant is one hundred and forty-seven thousand dollars (\$147,000.00) for two (2) years of service. Additionally, the Contractor shall receive a yearly expense allowance of four thousand eight hundred dollars (\$4,800.00). Neither Contractor nor Consultant will otherwise receive compensation pursuant to this Contract. The amount paid shall not exceed the services performed if this Contract is terminated pursuant to Article 23 of this Contract or otherwise.

ARTICLE 4. PAYMENT PROCEDURES

The Contractor shall submit twelve (12) invoices annually, each for six thousand five hundred and twenty-five dollars (\$6,525.00). This amount is composed of six thousand one hundred twenty-five dollars (\$6,125.00) as service fee, and four hundred dollars (\$400.00) as expense allowance. If, the Consultant is not able to provide the service hours as described in Article 1, Contractor shall deduct forty-nine dollars (\$49.00) per hour from the monthly invoice for this time missed.

The first invoice shall be submitted for the first thirty (30) calendar days beginning with the start date specified in the County's Purchase Order and one invoice shall be submitted each month thereafter for the period ending on the same calendar day of that month for the remaining eleven (11) months of the initial term of the contract, unless earlier terminated.



For example:

If the start date specified in the Purchase Order is November 5, 2017, then the first invoice to be submitted in December of 2017 will be for the period ending December 4, 2017, and an invoice will be submitted each month thereafter for the period ending on the fourth day of that month, unless earlier terminated.

Invoices shall be submitted, in sufficient detail to ensure compliance with the contract, to the Contract Manager who will determine if the services rendered are satisfactory. Payment shall be made in accordance with the Local Government Prompt Payment Act, Section 218.70 et. seq., Florida Statutes.

The Contractor's monthly invoice shall include a detailed identification of the services performed; the day the services were performed; and the time the services were performed; and shall be submitted to the Contract Manager monthly and shall include documentation for reimbursable costs incurred by the Consultant during the period covered by the invoice.

ARTICLE 5. INDEPENDENT CONTRACTOR

Contractor is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent or servant of County. Consultant shall at all times, and in all places, be subject to Contractor's direction, supervision, and control as an employee of Contractor. Contractor shall exercise control over the means and manner in which Consultant performs the work, and in all respects Contractor's relationship and the relationship of Consultant to County shall be that of an independent contractor and not as employees or agents of County. Services performed by Contractor and Consultant pursuant to this Contract are solely for the benefit of County. Nothing contained in this Contract creates any duties on the part of Contractor or Consultant toward any third party.

ARTICLE 6. CONTRACTOR PERSONNEL

The person identified in this Contract as the Consultant shall provide the services to be performed by the Consultant pursuant to this Contract and shall not be changed without the prior written approval of the County Administrator.

ARTICLE 7. PROTECTION OF PERSONS AND PROPERTY

Contractor shall take all reasonable precautions for, and will be responsible for initiating, maintaining, and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of its operations under this Contract. Contractor shall take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of its operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding the work site. In an emergency affecting the safety of persons or property, Contractor shall act with reasonable care and discretion to prevent any threatened damage, injury or loss.

ARTICLE 8. INDEMNIFICATION

Contractor shall, in addition to any other obligation to indemnify the County and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the County, its elected officials, employees, agents, and volunteers from and against all claims, actions, liabilities, losses (including economic losses), costs, including attorneys' fees and all costs of litigation, and judgments of every name and description arising out of or incidental to the performance of this Contract or work performed under or related to this Contract, unless caused by the sole negligence of the County, its elected officials, employees, agents, or volunteers. Any cost or expenses, including



attorney's fees (including appellate, bankruptcy or patent counsel fees), incurred by the County to enforce this Indemnification shall be borne by the Contractor. This Indemnification shall also cover all claims brought against the County, its elected officials, employees, agents, or volunteers by any employee of the Contractor. The Contractor's obligation under this Indemnification shall not be limited in any way to the agreed upon contract price as shown in this Contract or the Contractor's limit on or lack of sufficient insurance protection. Upon completion of all services, obligations and duties provided for in this Contract, or in the event of termination of this Contract for any reason, the terms and conditions of this Indemnification shall survive indefinitely.

ARTICLE 9. INSURANCE

9.1 Required Insurance. Contractor shall have and maintain in full force and effect the following insurance during the Term of this Contract and shall furnish to County Certificates of Insurance documenting that insurance coverage has been obtained which meets the following requirements:

(a) Workers' Compensation. Contractor shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with Florida law and Federal law. This insurance policy must include Employer' Liability with a limit of \$100,000 each accident, \$100,000 disease (each employee), and \$500,000 policy limit for disease.

(b) Commercial General Liability. Occurrence Form Required: Contractor shall have and maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the work performed pursuant to this Contract in the amount of \$1,000,000 Products and completed operations aggregate shall be \$1,000,000 CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at \$100,000.

(c) Commercial Auto Liability Insurance. Contractor shall have and maintain commercial automobile liability insurance with a limit of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

(d) Professional Liability Insurance. Contractor shall have and maintain professional liability insurance with a limit of not less than \$1,000,000 for each occurrence and an aggregate limit of not less than \$1,000,000. If coverage is provided on a claims made basis, the retroactive date shall be prior or equal to the effective date of this Contract. The overage shall be renewed or include a "tail" or discovery, or continuous renewal of coverage for a period of three (3) years following the termination of this Contract.



9.2 Additional Requirements.

- (a) Certificates of Insurance shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by County before commencement of any work activities. The formal insurance certificates shall name "Highlands County, a political subdivision of the State of Florida and its elected officials, agents, employees and volunteers as "Additional Insureds" on all policies except Workers' Compensation and Professional Liability.
- (b) Contractor shall deliver written notice to the County Purchasing Manager, 4320 George Blvd., Sebring, FL 33875-5803, by overnight delivery return receipt requested, hand delivery or confirmed facsimile FAX (863) 402-6735, thirty (30) days prior to giving or within three (3) days after receiving notice of cancellation, modification, non-renewal, or any other lapse in coverage of any required insurance policies.
- (c) In the event the insurance coverage expires prior to termination of this Contract a renewal certificate shall be issued thirty (30) days prior to said expiration date.
- (d) All insurance policies shall be written on forms acceptable to County and placed with insurance carriers authorized by the Insurance Department in the State of Florida that meet a financial A.M. Best Company rating of no less than (FSR) A Excellent (FSC) VII.
- (e) All insurance policies must include Waiver of subrogation; any liability aggregate limits shall apply "Per Jobsite/Per Job Aggregate." All liability insurance, except Professional Liability, shall be Primary and Non Contributory. Certificate of Insurance shall confirm in writing that these provisions apply.
- (f) In the event that expired or terminated Certificates of Insurance are not replaced or renewed to cover the Term of this Contract, including any extended Term, County may suspend the Contract until the new or renewed certificates are received by County in the manner prescribed herein. If such suspension exceeds ten (10) calendar days, County may, in its sole discretion, terminate the Contract for cause and Contractor shall be responsible for all direct and indirect costs associated with such termination.

- 9.3 These insurance requirements constitute the minimum requirements and shall in no way lessen or limit the liability of the Contractor.

ARTICLE 10. PATENT/COPYRIGHT INDEMNIFICATION

Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, software, product or device which is the subject of patent rights and copyrights. Contractor agrees, at its own expense, to hold harmless and to defend County and its officers, employees, elected officials, appointed officials, attorneys, and agents against any claims, suits, or proceedings brought against County for patent infringement occasioned by the manufacture, sale, or use of invention, design, process, materials, equipment, software, product or device under this Contract and to indemnify County against any damages occasioned by such claims whether justified or unjustified.



ARTICLE 11. LAWS AND REGULATIONS

Contractor and Consultant shall comply with all laws and regulations applicable to providing the services, materials, and equipment specified in this Contract. Contractor and Consultant shall comply with all federal, state, and local laws that may affect the services, material, and equipment specified by this Contract.

ARTICLE 12. LICENSES, CERTIFICATIONS, AND FEES

Contractor and Consultant shall hold all licenses and certifications and comply with all laws, ordinances, and regulations, applicable to the work required herein. Any of the Contractor's personnel who perform services shall be lawfully licensed and certified. Damages, penalties, and fines imposed on County or Contractor or Consultant resulting from Contractor's or Consultant's failure to obtain and maintain required licenses and certifications shall be borne by Contractor. All fees, permits, certifications and licenses are the responsibility of the Contractor and are included in the Contract price.

ARTICLE 13. LIMITED THIRD PARTY BENEFICIARIES

County shall not be obligated or liable to any person, organization or entity other than Contractor. Except provided in Article 24 of this Contract, no provision in this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employee of County or Contractor.

ARTICLE 14. WORK PRODUCT

All reports, specifications, documents, plans, analyses and other data and work product developed by Contractor or Consultant under this Contract shall become the property of County upon payment of the Contract Price without restrictions or limitations and shall be made available to County at any time upon its request.

ARTICLE 15. GOVERNING LAW AND VENUE

This Contract and all matters relating to the validity, interpretation, and performance of this Contract (whether in contract, statute, tort or otherwise) shall be governed and construed in accordance with the laws of the State of Florida, except for principles of conflict of laws. Venue for any legal action shall lie in Highlands County, Florida, and any proceedings to enforce or interpret any provision of this Contract shall be brought exclusively in a court of competent jurisdiction in Highlands County, Florida.

ARTICLE 16. ASSIGNMENT

No assignment by a party hereto of any rights under or interests in this Contract will be binding on another party hereto without the written consent of the party sought to be bound, and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law). Unless specifically stated to the contrary in any written consent of an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

ARTICLE 17. SUBCONTRACTORS

No subcontractors may be used.



ARTICLE 18. NOTICES

Any notice required or permitted by this Contract to be given shall be deemed to have been duly given if given in writing and delivered personally or five (5) days after mailing by first class registered or certified mail, return receipt requested, postage prepaid or by Federal Express, UPS or other nationally recognized delivery service, with confirmation of delivery requested, and addressed as follows:

To County:

Highlands County Board of County Commissioners
4320 George Blvd.
Sebring, FL 33870
Attn: Development Services Director

To Contractor:

Attn: _____

County's Contract Manager:

Benjamin Dunn
Development Services Director
501 South Commerce Avenue
Sebring, FL 33870

ARTICLE 19. TAXES

County is a non-profit governmental operation and not subject to federal excise or state sales tax.

ARTICLE 20. BANKRUPTCY

County reserves the right to terminate this Contract, if, during the term of the Contract, Contractor becomes involved as a debtor in any bankruptcy proceeding or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 21. SURVIVAL

The Parties acknowledge that the respective obligations of Contractor and County under this Contract, which by their nature would continue beyond the termination, cancellation or expiration of this Contract, shall survive termination, cancellation or expiration of this Contract.

ARTICLE 22. WAIVER

No waiver by either Contractor or County with respect to any breach or default of or with respect to any provision or condition of this Contract shall be deemed to constitute a continuing waiver of any other breach or default of or with respect to the same or any other provision or condition of this Contract. No claim or right arising out of a breach of this Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved Party.



ARTICLE 23. TERMINATION

Either party may terminate this Contract, with or without cause, upon thirty (30) days' written notice to the other party indicating the terminating party's intent to terminate and the effective date of termination.

ARTICLE 24. ASSIGNMENT OF CONTRACT

The Contractor shall not assign, transfer, convey, sublet, subcontract or sell any portion of this Contract or performance thereof unless written consent is given, in advance, by the Contract Manager.

ARTICLE 25. EQUAL OPPORTUNITY EMPLOYER

County is an Equal Employment Opportunity (EEO) employer and as such encourages Contractor to voluntarily comply with EEO regulations with regards to marital status, disability, gender, sex, age, race, color, religion, veteran status, country of origin, and creed. In addition, Contractor or anyone under its employ shall comply with all applicable rules, regulations, and promulgations thereby pertaining to the avoidance or appearance of sexual harassment or on the job discrimination. Contractor shall maintain a work environment free of discrimination or unwelcome action of a personal nature. Any subcontracts entered into shall make deference to this clause with the same degree of application being encouraged. When applicable, Contractor shall comply with all new state and federal EEO regulations.

ARTICLE 26. INVALID OR UNENFORCEABLE PROVISION

Any provision or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon County and Contractor, who agree that this Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

ARTICLE 27. PUBLIC ENTITY CRIMES STATEMENT

Contractor represents that it has full knowledge of the requirements contained in Section 287.133, Florida Statutes, relating to public entity crimes and that by executing this Contract, assures to County that neither Contractor nor agents, officers or employees of Contractor is on the convicted vendor list and that it is otherwise in compliance with the statute.

ARTICLE 28. MISCELLANEOUS PROVISIONS

- 28.1 Upon the occurrence of any event of default, all obligations on the part of County to make any further payments of funds pursuant to this Contract shall, if County so elects, terminate, but County may make any payments or parts of payments after the happening of any event of default without thereby waiving the right to exercise any remedy which it may have and without becoming liable to make any further payment.
- 28.2 Contractor certifies by signing this Contract that no Commissioner or employee of the Board has solicited or accepted gratuities, favors or anything of monetary value from Contractor or parties to subcontracts. Contractor and Contractor's agents and officers or employees shall not pay any gratuities, favors or anything of monetary value to any Commissioner or employee of the Board.
- 28.3 Contractor and Consultant shall cooperate fully with County in the scheduling and coordination of all phases of the Scope of Work.



- 28.4 Contractor and Consultant shall report the status of performance of the Scope of Work to County upon request and hold pertinent data, calculations, and records pertaining to this Contract and performance of the Scope of Work open to the inspection of County and its authorized agents at any time.

ARTICLE 29. EMPLOYMENT ELIGIBILITY VERIFICATION

29.1 Definitions. As used in this Article:

- (a) Employee assigned to this Contract means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under this Contract. An employee is not considered to be directly performing work under this Contract if the employee
 - i. Normally performs support work, such as indirect or overhead functions; and
 - ii Does not perform any substantial duties applicable to the Contract.
- (b) Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of this Contract or a subcontract under this Contract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.
- (c) Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for Contractor or another subcontractor.
- (d) United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

29.2 Enrollment and verification requirements.

- (a) Contractor must be enrolled in E-Verify at time of contract award, and the Contractor shall use E-Verify to initiate verification of employment eligibility of
 - i. All new employees.
 - (A) Enrolled thirty (30) calendar days or more. Contractor shall initiate verification of employment eligibility of all new hires of the Contractor, who are working in the State of Florida, whether or not assigned to this Contract, within three (3) business days after the date of hire; or
 - (B) Enrolled less than thirty (30) calendar days. Within thirty (30) calendar days after enrollment in E-Verify, Contractor shall initiate verification of employment eligibility of all new hires of Contractor who are working in the State of Florida, whether or not assigned to this Contract, within three (3) business days after the date of hire; or
 - ii. Employees assigned to this Contract. For each employee assigned to this Contract, Contractor shall initiate verification of employment eligibility, to the extent allowed by the E-Verify program, within thirty (30) calendar days after date of contract award or within thirty (30) days after assignment to this Contract, whichever date is later.
- (b) Contractor shall comply, for the period of performance of this Contract, with the requirements of the E-Verify program MOU. Termination of Contractor's MOU and



denial access to the E-Verify system by the Department of Homeland Security or the Social Security Administration or the U.S. Citizenship and Immigration Service is an event of default under this Contract.

- 29.3 Website. Information on registration for and use of the E-Verify program can be obtained via the Internet at the U.S. Citizenship and Immigration Service's Web site: <http://www.uscis.gov>.
- 29.4 Individuals previously verified. Contractor is not required by this Article to perform additional employment verification using E-Verify for any employee whose employment eligibility was previously verified by Contractor through the E-Verify program.
- 29.5 Subcontracts. Contractor shall include, and shall require the inclusion of, the requirements of this Article, including this paragraph (29.5) (appropriately modified for identification of the parties), in each subcontract that includes work performed in the United States under this Contract.

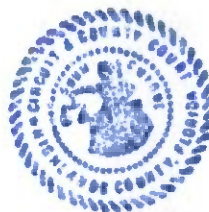
ARTICLE 30. COMPLIANCE WITH SECTION 287.135(3)(c), FLORIDA STATUTES

Pursuant to Section 287.135(3)(c), Florida Statutes, Owner may terminate this Contract, at the option of its Board of County Commissioners, if the Contractor is found to have submitted a certification required by Section 287.135(5), Florida Statutes, that is false or if Contractor is or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel or if Contractor is or has 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 if Contractor is or has been engaged in business operations in Cuba or Syria.

ARTICLE 31. PUBLIC RECORDS COMPLIANCE

If by providing services to Owner pursuant to this Contract Contractor is a contractor, as defined by Section 119.0701, Florida Statutes, Contractor shall:

- 31.1 Keep and maintain public records required by the County to perform the services.
- 31.2 Upon request of the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at the cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 31.3 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 Contract and following completion of this Contract if Contractor does not transfer the records to the County.
- 31.4 Upon completion of this Contract, transfer to the County, at no cost, all public records in possession of Contractor or keep and maintain public records required by the County to perform the services. If Contractor transfers all public records to the County upon completion of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains



public records upon completion of this Contract, Contractor 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.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Gloria Rybinski
County Public Information Officer
Telephone Number: 863-402-6836
E-mail Address: grybinski@hcbcc.org
Mailing Address: 600 South Commerce Avenue
Sebring, FL 33870

ARTICLE 32. CHANGES/AMENDMENTS

This Contract constitutes the entire Contract between the Parties and supersedes any prior written or oral agreements. This Contract may not be changed except by written amendment signed by both Parties.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the day and year above set forth.

ATTEST:




HIGHLANDS COUNTY, a political subdivision of the State of Florida By its Board of County Commissioners

By: _____


Robert W. Germaine, Clerk

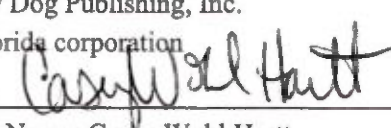
By: _____


Don Elwell, Chairman

ATTEST:

By: _____
Print Name: _____

Gray Dog Publishing, Inc.
a Florida corporation

By: 
Print Name: Casey Wohl Hartt

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EXHIBIT A

- G. INVOICING / COMPENSATION: For each year of the contract, the Contractor shall submit twelve (12) invoices, each for one twenty-fourth (1/24) of the contracted lump-sum fee amount plus any TDC pre-approved, qualified, reimbursable costs incurred in the period covered by the invoice. Reimbursable costs include travel and per diem in accordance with Highlands County policies except when deviations are pre-approved by the TDC. The first invoice shall be submitted for the first thirty calendar days beginning with the start date specified in the County's Purchase Order and one invoice shall be submitted each month thereafter for the period ending on the same calendar day of that month for the remaining eleven (11) months of the first year of the contract, unless earlier terminated.

For example:

If the start date specified in the Purchase Order is November 22, 2017, then the first invoice to be submitted December of 2017, will be for the period ending November 30, 2017, and an invoice will be submitted each month thereafter for the period ending on the third day of that month, unless earlier terminated.

Invoices shall be submitted, in sufficient detail to ensure compliance with the contract, to the Contract Manager who will determine if the services rendered are satisfactory. Payment shall be made in accordance with the Local Government Prompt Payment Act, Section 218.70 et. seq., Florida Statutes.

The Consultant's monthly invoice shall include a detailed identification of the services performed, the day the services were performed, and the time performing those services shall be submitted to the Contract Manager monthly and shall include documentation for reimbursable costs incurred by the Consultant during the period covered by the invoice.

- H. CONTRACT MANAGER: The Highlands County Leisure Services Director or the designee of the Leisure Services Director.
- I. FAILURE TO PERFORM: The Consultant must be prepared to start work no more than fourteen (14) calendar days after County approval of the contract signed by the Contractor. Failure to satisfactorily complete scheduled work may result in written notice to the Contractor terminating the contract.
- J. NO SUBSTITUTIONS: The Contractor shall not substitute any person for the Consultant without the prior written permission of the County Administrator.

SECTION V. SCOPE OF WORK, HOURS, AND QUALIFICATIONS

A. SCOPE OF WORK:

The Consultant shall:

1. Develop and implement marketing programs and contacts that promote Highlands County as a destination for tourism, sports activities, conventions, and business conferences;
2. Prepare budgets and control expenditures in accordance with County policies and procedures;
3. Assess and analyze the economic impact of target markets and special events;



4. Create and manage relationships with tourism and sports organizations.
5. Assist in the promotion and marketing of Highlands County based tourism and sports organizations;
6. Supervise the County's tourism-related website and related social media, including site changes and updates;
7. Prepare Invitations to Bid, Requests for Proposals, and contracts with outside businesses and consultants for County approval in accordance with County procedures;
8. Provide administrative support and serve as the County in accordance with liaison to the Tourist Development Council;
9. Prepare and present recommendations, amendments, and plan revisions of the Tourist Development Council to the County Commission for approval;
10. Oversee the Tourist Development Council's co-op sponsorship and advertising grant program;
11. Represent the interests of Highlands County with Florida Tourism Industry Marketing Corporation, Inc., dba VISIT FLORIDA, International Association of Convention and Visitors Bureaus, and other tourism and sports organizations;
12. Negotiate and obtain commitments for group travel, conventions, special events, conferences, and special activities that increase tourism and enhance the economic climate and tax revenues of the County;
13. Direct the Tourist Development Council's marketing program, including attracting and promoting the return of Highlands County visitors and the development and preparation of guides, brochures, competitive bids, venue information, and related material;
14. Make public presentations regarding the economic impact of the tourism and sports industries in Highlands County;
15. Direct economic and community related tourism and sports development and promotion;
16. Develop relationships with local organizations for presence at major events as defined and designated by the Tourist Development Council; and
17. Perform related duties as required by the Leisure Services Director, who is the County employee supervising the services to be performed by the Consultant pursuant to the contract entered into in connection with this RFP.

B. SERVICE HOUR REQUIREMENTS

~~An annual average of thirty-five (35) hours per week in each monthly billing period performing the Scope of Work described in this RFP and related tasks assigned by the Board of County Commissioners, the Tourist Development Council or the Contract Manager including five (5) afternoons per month (1:00-5:00 p.m.) preferably at least once per week, in person, at the Highlands County Tourism Office located at 501 S. Commerce Ave., Sebring, FL 33870, and approximately five (5) hours per month on average attending all Tourist Development Council and sub-committee meetings, County Commission meetings, and other meetings as required by the Contract Manager.~~



Understanding & Approach

The Scope of Work outlined in the RFP is very straightforward. Given the Consultant's communications and management backgrounds, coupled with her current tenure as the Highlands County's Tourism Lead Marketing Consultant, she feels very confident in understanding the Scope of Work.

The Highlands County Tourist Development Council (TDC) needs a lead marketing consultant to design, develop and manage the strategic marketing plans, objectives and tactics to enhance the area's tourist, sports and economic climate. This overall plan should focus on the following: target audience identification and appropriate targeted messaging, product development and positioning; creative advertising strategies; a recommended media mix (online, print and social media); design and production of print materials, advertisements and other collateral materials as deemed appropriate; media relations and target community outreach; as well as development and implementation of special promotions to stimulate local tourism industry sales directed at consumer, trade and national marketing, including creating cooperative advertising opportunities between the TDC and its private sector industry partners.

In regards to implementing the Scope of Work, the 17 listed items fit into two categories: A) Marketing (Items 1, 4-6, and 9-16) and B) Management (Items 2, 3, 7, 8 and 17). I will address each category in terms of execution.

A) Marketing - Proper research is the key to any successful campaign. Casey does not embark on any client campaign without conducting thorough research into the market, target audience, position, product, price and promotion. Successful campaigns are carefully researched, well thought-out and focused on details, execution and benchmarking measurement.

While research for development is very important, benchmarking for evaluation purposes is also important to a campaign's success. Did the campaign succeed? Did we move the needle? These are questions that a seasoned and dedicated marketing consultant should include in any campaign.

Destination marketing is the process of communicating with potential visitors to influence their destination preference, intention to travel and ultimately their final destination and product choices. This can be achieved in the following ways:

1. **Market & Audience Research & Insights** - Market research is essential to track and respond to changing market needs and support sustainable development and marketing of tourism.
2. **Brand Development & Management** - Developing a strong, recognized and consistent brand and image is important for promoting a destination. The development of a brand proposition for a destination should be based on the values of the destination and build upon the point of difference or unique selling point of the region. One overarching brand proposition that is agreed on by a wide range of stakeholders is important in developing a coordinated and consistent approach to position and promote a destination. A successful brand is emotionally appealing, targeted to visitor preferences and values and efficient in the delivery of that message as highlighted in the long-term success and consistency of brand, values and image.
3. **Promotion & Advertising** - Promotion and advertising is designed to provide consumers with the necessary information to differentiate between destinations and influence their destination and product choices. Promotion will also include a media outreach component to garner earned (unpaid) media placement by third-party travel influencers.
4. **Sales & Distribution** - Successfully reaching a destination's visitor market with the necessary information and booking channels is essential in converting intention to visit into actual visitation. The sales and distribution channels used by destination managers have been influenced significantly over the last decade



with the rise in Internet usage. While traditional methods of sales and distribution such as travel shows, tour wholesalers and travel agents still play a real part in converting potential visitors, the trend toward online conversion has been the focus of much attention in the future of sales and distribution techniques in the tourism industry.

5. **Cooperative Marketing & Partnerships** - Marketing an individual product or attraction can be an expensive and time intensive process for an industry operator. Marketing at a destination level through a collaboration effort between industry stakeholders can help to gain time and cost efficiencies and identify new market potential. Destination marketing can also lead to extended length of stay and increased expenditure within a region.

Key areas of marketing focus could include:

- 1) Work hands-on with the hotel and attractions on a regular basis to make sure they are properly positioned and packaging incentive offers to attract tourists
- 2) Develop a more cohesive and collaborative tourism marketing and outreach effort in Highlands County to better solidify the Visit Sebring travel brand
- 3) Work hands-on and meet with groups important to the TDC's success, such as VISIT FLORIDA, FADMO, ING Golf Media, Golf Tour Operators, Sports Meeting Planners, etc.

Just a few examples of how the TDC can expand its current marketing and promotions reach include:

- Press/FAM Trips – host travel writers, bloggers, meeting planners and other 'travel influencers' to visit Highlands County. Press Trips are often niche specific to focus on various segments such as golf, nature, fishing, adventure, arts & culture, etc.
- Email Marketing – Done by many destinations, email marketing is a great way to build a database of subscribers/interested parties and communicate with them on news generated by your destination.
- Media Outreach/Press Releases – Press releases are another great avenue for destinations to market and promote themselves and news from the area. A media list of targeted markets and travel-related businesses and organizations should be compiled and communicated with as news occurs. VISITFLORIDA maintains its own media list and will distribute partners' news at no cost.

If Gray Dog Publishing is selected as the Marketing Consultant for the Highlands County TDC, the approach to performing the Scope of Work related to Marketing could include:

- Review all current Highlands County tourism market research, as well as any market research and travel consumer research specific to Highlands County, including the economic impact of tourism to the county.
- Review current TDC database of all Highlands County offerings with specific details pertinent to marketing (i.e. year round or specific time of year, target audience age, previous tourism outreach, current tourism outreach, etc).
- Review & research innovative and creative partnerships with potential marketing partners, such as VISIT FLORIDA, Visit Central Florida, ING Golf Media, Sports Marketing groups, Groupon, etc.
- Evaluate current TDC outreach database and make recommendations for database improvement and growth, specifically for potential travelers, potential travel partners, travel industry media and bloggers, travel agents, etc..
- Review all current TDC branding, outreach and marketing programs, as well as coordinating budgets.
- Review all current TDC communication platforms (social media, website, E-newsletter, etc).



Based on these reviews, make recommendations for areas of improvement, as well as develop a two-year Marketing Plan & Strategy with an Implementation Schedule & Benchmarking Measurables plus a Budget for the TDC's tourism marketing efforts.

The above-mentioned research will provide the content for a Marketing Plan & Strategy that will include standard items included in a Marketing Plan:

- Timeline/Implementation Schedule
- Goals
- Short Term and Long-Term Deliverables
- Target Audience(s)
- Key Talking Points
- Campaign Theme
- Implementation Strategy(s)
- Benchmarks for Evaluation
- Measurement Tools to Gauge the Success of the Campaign

B) Management – With years of experience in upper level management for several organizations, the Consultant is confident in her abilities to prepare budgets, create mutually-beneficial relationships, oversee the TDC's grant program, control expenditures, provide administrative support, and perform duties as assigned by the Leisure Services Director. Her previous experience in organizational management and working for a Board of Directors will prove invaluable to her role with the TDC, if selected.

Since starting as the Interim Market Consultant on Aug. 3, 2015, the Consultant has noticed many opportunities for improvement with the OTD. While there is a general consensus of the TDC's role, there is not one clear strategic plan for the Department with regards to short-term and long-term plans.

The Consultant's approach to the management categories is one of an "organizational management" approach, which is the art of getting people together on a common platform to make them work towards a common predefined goal. The Consultant would work closely with the Leisure Services Director to address the four main areas:

- *Planning* - The organization must set goals and define actions that need to transpire to reach those goals. This may involve marketing plans, revenue/expense management, and daily tasks for the department.
- *Organization* - The organization shall use the plans created in the planning phase to organize the execution of goals. Managers allocate responsibilities to various team members accordingly. This organization relieves undue burden from primary management team and allows for more efficiency.
- *Leadership* - Often overlooked, this is vitally important to successful management. An ideal leader is a person who has the ability to connect with employees, stakeholders and others who are instrumental in facilitating the goals of the organization and possesses qualities of integrity, drive and industry knowledge.
- *Resource Control* - Managers set controls to analyze the effectiveness of each plan made. A control is a system that uses data compilations to determine if goals are met. If results are inefficient or show over-achievement based on initial plans, adjustments can be made to the organization process to ensure resources are used in the most effective manner.



CERTIFIED
TO BE A TRUE COPY
ROBERT W. GERMAINE, CLERK

BY MBuenes D.C.
11-08-17

**AMENDMENT TO
the
CONTRACT
between
HIGHLANDS COUNTY, FLORIDA
AND
GRAY DOG PUBLISHING CORP**

WHEREAS, Highlands County, a political subdivision of the State of Florida, whose address is 600 S. Commerce Avenue, Sebring, Florida 33870 ("COUNTY"), and Gray Dog Publishing Corp, a Florida corporation ("CONSULTANT") whose address is 8100 Arbuckle Creek Road, Sebring, Florida 33870, entered into a Contract for the purpose of providing consulting services to the COUNTY to promote Highlands County as a destination for tourism, sports activities, conventions, and conferences dated November 7, 2017, and

WHEREAS, the COUNTY and the CONSULTANT desire to extend the Term of the Contract for an additional two (2) years pursuant to Article 2 of the Contract; and

NOW THEREFORE, the COUNTY and the CONSULTANT agree that:

1. The term of this Contract is extended for an additional two (2) years pursuant to Article 2 of the Contract.
2. All other terms of this Contract shall continue in full force and effect.
3. This First Amendment shall be effective upon execution of this Amendment by the authorized representatives of the COUNTY and the CONSULTANT.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be signed and executed by their authorized representatives on the dates set forth below.



(SEAL)

HIGHLANDS COUNTY, a political subdivision of the State of Florida
By: Its Board of County Commissioners

By: James L. Brooks
James L. Brooks, Chairman

Date: 9/17/2019

ATTEST:

By: Robert W. Germaine
Robert W. Germaine, Clerk

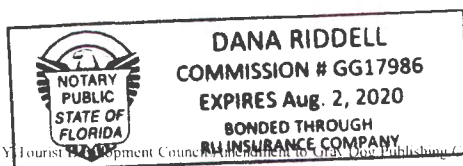
GRAY DOG PUBLISHING CORP
a Florida corporation

By: Casey Wohl Hartt
Casey Wohl Hartt, President

Date: 9-24-19

STATE OF FLORIDA
COUNTY OF HIGHLANDS

The foregoing Amendment to Contract was acknowledged before me this 24 day of September, 2019, by Casey Wohl Hartt, as President of Gray Dog Publishing Corp, a Florida corporation, who is personally known to me or who has produced _____ as identification and who did not take an oath.



Dana Riddell
Print Name: Dana Riddell
Notary Public, State of Florida
My Commission Expires: 8/21/2020