

REQUEST FOR PROPOSALS

20-026

Grant Writing and Administrative Services
Community Development Block Grants (CDBG)
and other grants

May 2020



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**HIGHLANDS COUNTY BOARD OF
COUNTY COMMISSIONERS**
Purchasing & Housing Divisions

REQUEST FOR PROPOSALS ("RFP")

The Board of County Commissioners of Highlands County, Florida ("County") will receive sealed Proposals in the Highlands County Purchasing Division ("Purchasing Division") for:

RFP NO. 20-026 GRANT WRITING AND ADMINISTRATIVE SERVICES

The County, in compliance with the Florida Department of Economic Opportunity's ("DEO") policies, Chapter 73c-23, Florida Administrative Code, 2 Code of Federal Regulation 200.317-.326 and Chapter 287.055, Florida Statutes, 2 CFR 200, is soliciting proposals from qualified individuals or firms ("proposer") to provide grant writing and grant administration services related to the County's starting fiscal year 2019-2020 Florida Small Cities Community Development Block Grant ("CDBG") application. The County will be applying to the DEO for \$750,000 in grant funding for Housing Rehabilitation (HR), Neighborhood Revitalization (NR), and/or Commercial Revitalization (CR) and up to \$1,500,000 in grant funding for Economic Development (ED). Similarly, additional services may be included in the project(s) on an ongoing basis to be covered by other public grant/loan funding sources at the discretion of the County. Such sources of funding shall be sought, developed and leveraged by the selected firm(s) or individuals, as applicable and available. Such sources of funding may include, but not be limited to: USDOC Economic Development Administration Grants, USDA Rural Development Grants and Low-Interest Loans, Department of Environmental Protection Grants and Low-Interest Loans, and other applicable grant and low-interest loan funds through the Federal, State, or other public sources, which may be applicable to the project(s). The County will receive proposals from Proposers having specific experience and qualifications in the area identified in the solicitation. For consideration, proposals for this project must contain evidence of the Proposer's experience, rate of success with securing grants and abilities in the specified area and other disciplines directly related to the proposed services.

Specifications may be obtained by downloading from our website: www.highlandsfl.gov or www.VendorRegistry.com. For information contact: Chris Davis, Purchasing Manager; 600 S. Commerce Avenue, Sebring, Florida 33870, Phone: 863-402-6528 or E-Mail: cmdavis@highlandsfl.gov.

Selection of Proposer will be based on the criteria identified in Section VII Proposal Criteria. All firms interested shall submit its Proposal which is to be completed and submitted in accordance with the RFP specifications. A contract(s), if awarded, will incorporate the RFP specifications and the Proposal.

A PRE-PROPOSAL meeting will **not** be held for this solicitation.

Proposals may be submitted **by mail or by electronic upload** into www.VendorRegistry.com. No emailed proposals will be accepted. Each mailed submittal shall include one (1) original proposal submittal and three (3) exact paper copies of the proposal submittal and one (1) exact electronic copies (CD's or thumb drives) of the Proposal submittal packet. Or proposal submittal can be by electronic uploaded file into Vendor registry.

IF MAILED PROPOSALS MUST BE DELIVERED to the Purchasing Department, 600 S. Commerce Avenue., Sebring, FL 33870. All proposals if mailed or electronically uploaded must be submitted no later **than 3:30 P.M., Friday, June 12, 2020**, at which time they will be opened. The public is invited to attend this meeting. Proposals received later than the date and time specified will be rejected.

The County will not be responsible for the late deliveries of Proposals that are incorrectly addressed, delivered in person, by mail or any other type of delivery service.

One or more County Commissioners may be in attendance at the Proposal opening.

The Board's Local Preference Policy ("Local Preference Policy") will **not** apply to the award of this RFP.

The County reserves the right to accept or reject any or all Proposals or any parts thereof, and the determination of this award, if an award is made, will be based on the ranking of each Proposal. The County reserves the right to waive irregularities in the Proposal.

The County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act or Section 286.26, Florida Statutes, should contact Mrs. Rebecca Cable, ADA Coordinator at: 863-402-6842 (Voice), or via Florida Relay Service 711, or by e-mail: hrmanager@highlandsfl.gov. Requests for CART or interpreter services should be made at least 24 hours in advance to permit coordination of the service.

Board of County Commissioners, Highlands County, FL

www.highlandsfl.gov



-END OF SECTION-

SECTION I. GENERAL TERMS AND CONDITIONS

A. For purposes of this RFP, the following terms are defined as follows:

1. County means Highlands County, a political subdivision of the State of Florida, the Highlands County and other public entities involved in this cooperative solicitation.
2. Proposer means the person or entity submitting a Proposal in response to this RFP.
3. Contractor means the Proposer who signs a contract with the County to perform the Scope of Work.

B. All Proposals shall become the property of the County.

C. Compliance with Florida Statutes Sections 287.087, on Drug Free Work Place, 287.133(2)(a), on Public Entity Crimes, and 287.134, on Discrimination and Section 287.135, Florida Statutes, prohibiting contracting with scrutinized companies, is required.

Section 287.087, Florida Statutes. Preference to businesses with drug free workplace programs:

In order to have a drug free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

NOTE: PLEASE INCLUDE YOUR "DRUG FREE" STATUS AS PART OF THE GENERAL COMMENTS IN YOUR PROPOSAL OR WHERE INDICATED ON THE PROPOSAL FORM.

Section 287.133, Florida Statutes. Public entity crime; denial or revocation of the right to transact business with public entities:

(2)(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Section 287.134, Florida Statutes. Discrimination; denial or revocation of the right to transact business with public entities:

(2)(a) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract or provide goods and services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for construction or repair of a public building or public work; may not submit bids proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity; and may not transact business with a public entity.

Section 287.135, Florida Statutes. Prohibition against contracting with scrutinized companies:

(2) A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, the company:

(a) Is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel;

(b) Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes.

(c) Is engaged in business operations in Cuba or Syria.

(5) At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or governmental entity for goods or services of \$1 million or more, the company must certify that the company is not participating in a boycott of Israel, on the Scrutinized Companies with Activities in Sudan

List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or that it does not have business operations in Cuba or Syria.

CERTIFICATIONS OF COMPLIANCE WITH THE ABOVE REFERENCED STATUTES ARE LOCATED ON SECTION VII, AND MUST BE INCLUDED WITH THE PROPOSAL, SIGNED AND NOTARIZED

- D. Proposals are due and must be received in accordance with the instructions given in the announcement page.
- E. The County will not reimburse Proposers for any costs associated or expenses incurred in connection with the preparation and submittal of any Proposal.
- F. Proposers, their agents and associates shall not solicit any County Official and shall not contact any County Official other than the individual listed in Section XV of this RFP for additional information and clarification.
- G. Due care and diligence has been exercised in the preparation of this RFP and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the services required rests solely with those submitting a Proposal. Neither the County nor its representatives shall be responsible for any error or omission in the Proposals submitted, nor for the failure on the part of the Proposers to determine the full extent of the exposures.
- H. All timely Proposals meeting the specifications set forth in this RFP will be considered. However, Proposers are cautioned to clearly indicate any deviations from these specifications. The terms and conditions contained herein are those desired by the County and preference will be given to those Proposals in full or substantially full compliance with them.
- I. Each Proposer is responsible for full and complete compliance with all laws, rules, and regulations including those of the Federal Government, the State of Florida and the County of Highlands. Failure or inability on the part of the Proposer to have complete knowledge and intent to comply with such laws, rules, and regulations shall not relieve any Proposer from its obligation to honor its Proposal and to perform completely in accordance with its Proposal.
- J. The County, at its discretion, reserves the right to waive minor informalities or irregularities in any Proposals, to reject any and all Proposals in whole or in part, with or without cause, and to accept that Proposal, if any, which in its judgment will be in its best interest.
- K. Award will be made to the Proposer whose Proposal is determined to be the most advantageous to the County, taking into consideration those Proposals in compliance with the requirements as set forth in this RFP. The County reserves the right to reject any and all Proposals for any reason or make no award whatsoever or request clarification of information from the Proposers.

- L. Any interpretation, clarification, correction or change to this RFP will be made by written addendum issued by the Purchasing Division. Any oral or other type of communication concerning this RFP shall not be binding.
- M. Proposals must be signed by an individual of the Proposer's organization legally authorized to commit the Proposer to the performance of services contemplated by this RFP.
- N. Unless otherwise stated in the specifications, the following Insurance Requirements will be included in the contract and must be met before delivery of goods and performance of services:
1. Workers' Compensation Insurance: The Contractor shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with Florida law and Federal law. The policy must include Employer' Liability with a limit of \$100,000 each accident, \$100,000 each employee, \$500,000 policy limit for disease.
 2. Commercial General Liability Insurance: Occurrence Form Required: The 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 RFP 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.
 3. Special Requirements / Evidence of Insurance:
 - a) A copy of the Proposer's current certificate of insurance MUST be provided with the Proposal submitted in response to this RFP. A formal certificate shall be provided upon announcement that a Proposer has been awarded the work requested in this RFP. The Certificate(s) 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 the County before commencement of any work activities. The formal insurance certificate shall also comply with the following:
 - (1) "Highlands County, a political subdivision of the State of Florida and its elected officials, its agents, employees, and volunteers" shall be named as an "Additional Insured" on all policies except Worker's Compensation and Professional Liability.
 - (2) The policy shall provide a 30 day notification clause in the event of cancellation or modification to the policy. Highlands County shall be given notice prior to cancellation or modification of any stipulated insurance.

- (a) In the event the insurance coverage expires prior to termination of the contract entered into in connection with this RFP, a renewal certificate shall be issued 30-days prior to said expiration date.
- (b) Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Purchasing Manager, 600 S. Commerce Avenue, Sebring, FL 33870.

The above requirements are minimum requirements, which are subject to modification in response to high hazard operations.

The policies of insurance shall be written on forms acceptable to the County and placed with insurance carriers authorized by the Insurance Department in the State of Florida and meet a minimum financial AM Best company rating of no less than "A- Excellent: FSC VII.

The Contractor shall hold the County, its agents and employees, harmless on account of claims for damages to persons, property or premises arising out of the services performed to in connection with this RFP. The County reserves the right to require Contractor to provide and pay for any other insurance coverage the County deems necessary, depending upon the possible exposure to liability.

All 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. The Certificate of Insurance shall confirm in writing that these provisions apply.

4. Renewal:

- a. In the event the insurance coverage expires prior to termination of the contract entered into in connection with this RFP, a renewal certificate shall be issued 30-days prior to said expiration date.
- b. Such notification will be in writing by registered mail, return receipt requested, and addressed to the County Purchasing Manager, 600 S. Commerce Ave., Sebring, FL 33870-3809.

O. The following "Statement of Indemnification" will be incorporated in the contract entered into in connection with this RFP.

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 Agreement or work performed under or related to this Agreement, 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 Agreement price as shown in this Agreement or the Contractor's limit on or lack of sufficient insurance protection. Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Indemnification shall survive indefinitely.

- P. All pages included in or attached by reference to this RFP shall be called and constitute the Request for Proposals as stated on the front page of this RFP.
- Q. If submitting a Proposal for more than one RFP, each Proposal must be in a separate envelope and correctly marked. Only one Proposal per RFP shall be accepted from any person, corporation or firm. Modifications will not be accepted or acknowledged.
- R. Each Proposal must contain proof of enrollment in E-Verify.
- S. Minority Owned and Women Owned businesses must submit a copy of the certificate to receive credit.
- T. Board policy prohibits any County employee or members of an employee's family from receiving any gift, benefit, and/or profit resulting from any contract or purchase. Board policy also prohibits acceptance of gifts of any kind other than advertising novelties valued less than \$10.00
- U. Electronically submitted proposals through Vendor Registry or Mailed proposals will be accepted. Proposals are only accepted if delivered to the location and prior to the time specified on the RFP. Late Proposals will not be accepted under any circumstances. If a Proposal is received after the scheduled time of the Proposal Opening Meeting, the Proposer will be contacted for disposition. The Purchasing Department, at the Proposer's expense, can return the unopened envelope, or, at the Proposer's request in writing, can destroy it.
- V. E-mailed and faxed Proposals will not be accepted. Any blank spaces on the required Proposal form or the absence of required submittals or signatures may cause the Proposal to be declared non-responsive.
- W. The County is not responsible for correcting any errors or typos made on the Proposal. Incorrect calculations or errors may cause the Proposal to be declared non-responsive.
- X. The Proposer shall comply with the Florida Sales and Use Tax Law as it may apply to the contract. The quoted amount(s) shall include any and all Florida Sales and Use Tax payment obligations required by Florida law of the successful Proposer and its material suppliers.

- Y. Any material submitted in response to this RFP will become public record pursuant to Section 119, Florida Statutes.
- Z. In the event of legal proceedings to enforce the terms of a contract entered into in connection with this RFP, the prevailing party will be entitled to recover attorney's fees and costs, including attorney's fees and costs through appellate proceedings. Venue is in Highlands County, Florida.
- aa) If any Proposer violates or is a party to a violation of the code of ethics of the County or the State of Florida, with respect to this RFP, such Proposer may be disqualified from performing the work described in this RFP or from furnishing the goods or services for which this RFP is issued and shall be further disqualified from bidding on any future requests for work, goods or services for the County.

-END OF SECTION-

SECTION II. (This section left blank)

-END OF SECTION-

SECTION III. THE COUNTY'S RESERVATION OF RIGHTS

This RFP constitutes as an invitation only to submit a Proposal to the County. The County reserves, holds and may in its own discretion, exercise any or all of the following rights and options with respect to this RFP:

- A. To supplement, amend or otherwise modify this RFP, and to cancel this RFP with or without the substitution of another Invitation to Bid (ITB) or Request for Proposals (RFP).
- B. To issue additional subsequent ITBs or RFPs.
- C. To reject all incomplete / non-responsive Proposals, or Proposals with errors.
- D. The County reserves the right to determine, in its sole discretion, whether any aspect of the submitted Proposals is satisfactory to meet the criteria established in this RFP, the right to seek clarification and/or additional information from any submitting Proposer.
- E. The County also reserves the right to modify the Scope of Work to be performed.
- F. The County shall have no liability to any Proposer for any costs or expenses incurred in connection with the preparation and submittal of a Proposal in response to this RFP.
- G. If the County determines that collusion might exist among Proposers, all or certain identified Proposals shall be subject to rejection.
- H. The County reserves the right to audit the records of the awarded Proposer related to this RFP at any time during the contract period and for a period of five (5) years after final payment is made. The awarded Proposer shall provide copies of any records related to contracts entered into in connection with this RFP solely at the cost of reproduction.

-END OF SECTION-

SECTION IV ADDITIONAL TERMS AND CONDITIONS FOR RFP 20-026

- A. **ADDENDUMS:** In this RFP, the County has attempted to address most situations that may occur. However, should situations arise that are not addressed, those situations will be handled on a case by case basis, at the discretion of the County. If deemed necessary, the Purchasing Division will supplement this RFP document with Addendums. These Addendums will be posted on the County's website, www.highlandsfl.gov and www.VendorRegistry.com. The Proposer bears responsibility to check the website for Addendums and to have knowledge of any Addendums. Proposers must acknowledge receipt of Addendums by completing the respective section on the Proposal Submittal Form.
- B. **AFFIRMATION:** By submitting a Proposal, the Proposer affirms that the Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; that the Proposer has not directly or indirectly induced or solicited any other person to submit a false or sham Proposal; that the Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a Proposal; and that the Proposer has not sought by collusion to obtain for him/herself/itself any advantage over other persons or over the County.
- C. **COUNTY EMPLOYEES / CONFLICT OF INTEREST:** All Proposers must disclose the name of any officer, director or agent who is also an employee of the Board. All Proposers must disclose the name of any Board employee who owns, directly or indirectly, any interest in the Proposer's business or any of its branches.
- D. **JOINT PROPOSALS:** In the event multiple vendors submit a joint Proposal in response to this solicitation, a single Proposer shall be identified as Primary Proposer. The Primary Proposer must include the name, address and contact information of all parties of the joint Proposal. Primary Proposer shall provide all insurance requirements, execute any contract, sign the Proposal and have overall and complete accountability to resolve any dispute arising within the contract. Only a single contract with one Proposer will be acceptable. Invoices will be accepted from and paid only to the Primary Proposer. Primary Proposer shall remain responsible for performing services associated with Proposal made in response to this RFP.
- E. **MISUNDERSTANDINGS:** The failure or omission of the Proposer to receive or examine any instruction or document, or any part of the specifications, or to visit the site and acquaint themselves as to the nature and location of the work (where applicable), the general and local conditions, and all matters which may in any way affect performance shall not relieve the Proposer of any obligation to perform as specified herein. The Proposer understands the intent and purpose thereof and their obligations and will not make any claim for, or have any right to damages resulting from any misunderstanding or misinterpretation of this RFP, or because of any lack of information.

- F. ASSIGNMENT OF CONTRACT: The selected Proposer and the person designated by the Proposer to perform the services required by this RFP in its Proposal submitted in response to this RFP shall not assign, transfer, convey, sublet or sell any portion of any contract entered into in connection with this RFP unless permission is first given in writing by the County.
- G. COMPLAINTS: The contract will provide that complaints against the Contractor in connection with the Contractor's performance of services under this RFP shall be processed through the Highlands County Development Services Department ("Development Services Department") and shall be corrected within five (5) business days. Upon receipt of written notice of a complaint, the Contractor shall provide a written response to the Complaint and shall be provided to the Development Services Department Director within forty-eight (48) hours. The Contractor's failure to properly resolve complaints within five (5) business days may result in cancellation of the contract.
- H. REQUEST FOR CHANGE OF RFP SPECIFICATIONS: Requests for changes to specifications must be submitted for consideration in writing to the person identified in Section XV of this RFP. Requests must be submitted by the RFI Cut-Off date stated in Section XVI of this RFP. The request will be evaluated by the Project Manager, and the County's response will be made in an Addendum.
- I. EXCEPTIONS / ITEMS NOT IDENTIFIED IN THE SCOPE OF WORK: Any modification to these specifications by a Proposer shall be an exception to the RFP and must be discussed in detail by the Proposer in its Proposal under "Exceptions / Items not Identified in Scope of Work", unless otherwise specified.
- J. DOCUMENTATION RESULTING FROM SERVICES RENDERED: The contract will prohibit the Contractor from publishing or releasing any information related to the requested services without prior written permission from the County. All reports, documents, resulting from the ensuing contract will remain the sole property of the County.

-END OF SECTION-

SECTION V GENERAL SPECIFICATIONS FOR RFP 20-026

- A. PURPOSE: The Board hereby gives notice that it intends to award a contract for Grant Writing and Administrative Services for Community Development Block Grant (CDBG) funds.
- B. MANDATORY PRE-PROPOSAL MEETING: Not applicable.
- C. PROPOSAL DUE DATE: As described on the Announcement sheet (Page 3 of this RFP).
- D. PERFORMANCE OF SERVICES: The Contractor must perform all services required pursuant to this RFP and the negotiated contract.
- E. CONTRACT MANAGER: Lucy Castillo ("Project Manager").
- F. INSURANCE: As described in the General Terms and Conditions, subsection N of Section I of this RFP.
- G. CONTRACT AND CONTRACT TERM: A written contract shall be negotiated and executed by the Proposer and the County prior to issuance of a Purchase Order. A sample contract is included in Section XVII of this RFP. The County reserves the right to waive/adjust any minor inconsistencies between the RFP, the resulting purchase order, and the finalized contract. The initial contract term is for three (3) years, and the contract may be extended for up to two (2) additional one year terms by written agreement of the parties.
- H. COMMENCEMENT OF WORK: Work shall commence after execution of a contract by the County and a Proposer and delivery of a Purchase Order by the County.
- I. CHANGE ORDER(S): The Contractor shall obtain approval from the County, in writing, prior to commencement of any work for which additional compensation or cost reimbursement would be sought by the Contractor.
- J. PRICING: Include pricing with your Proposal on the Proposal Submittal Form included in Section VIII of this RFP. The county reserves the right to further negotiate contract pricing.
- K. INVOICING / COMPENSATION:
Contractor shall submit invoices in the following manner:
 - 1. Proposers shall be required to invoice the County on a monthly basis. Each invoice shall identify the Agreement, detail the Agreement price, percentage of completion of the assignment, actions undertaken during this billing period related to the Scope of Services, payment due with each invoice, payments made to date, and remaining unbilled balance of the Agreement. Invoices shall itemize accomplishments during the billing period as they relate to the Scope of Work, or other units of completion agreed upon as measurement of payment during negotiations.
 - 2. Grant administration fees will be prorated over twenty four (24) months, starting on the month following the date the County receives a grant contract from DEO for the

County's execution. Without regard to the twenty-four month period mentioned above, the final payment of all fees due will be made upon acceptance of the closeout package by DEO.

3. Should payment of administrative fees get substantially ahead of progress on the project, payment of fees will be adjusted through a negotiated change order to the contract such that payment of fees will more closely parallel accomplishments.

- L. FAILURE TO PERFORM: The Contractor shall be prepared to start work after Board approval of the contract and within no more than twenty (20) calendar days after issuance of a purchase order. Failure to satisfactorily complete the work as scheduled may result in written notice to the Contractor terminating its right to proceed as to the whole or any part of the contract. Should the Contractor be unable to or refuse to supply service, on any given day, against the predetermined schedule to which the Contractor has agreed, and the County is forced to complete the work with a different Contractor, the difference in the Proposal price of the services and that paid the new Contractor, in order to complete the work, shall be charged to and paid for by the original Contractor.

Contractor shall not, however, be responsible for delays in service due to:

1. Unavoidable mechanical breakdowns
2. Strikes
3. Acts of God
4. Fire

provided the Project Manager is notified in writing, within ten (10) days of the event that caused the delay, by the contracted Contractor of such pending or actual delay. The County reserves the right to terminate the contract with 30 days written notice if the Contractor fails to comply with any of the provisions stated above or of the contract such as performance, insurance requirements, and licenses.

- M. NO SUBSTITUTIONS: The Contractor shall not substitute any person for the person or persons identified in its response to Tab-B(5) of this RFP or for any County approved replacement without the prior written permission of the Project Manager. The Contractor shall immediately notify the Project Manager in writing if any person identified in its response to Tab-B(5) of this RFP or any County approved replacement ceases to provide services pursuant to the Contract entered into pursuant to this RFP.

SECTION VI. SCOPE OF WORK AND QUALIFICATIONS

A. INTRODUCTION:

Highlands County is requesting proposals from individuals or firms to provide grant writing and grant administration services related to the County's proposed application to the Florida Small Cities Community Development Block Grant starting with fiscal year 2019-2020 application year. The County desires to apply to the Department of Economic Opportunity (DEO) for \$750,000 in grant funding in Housing Rehabilitation (HR), Neighborhood Revitalization (NR), and/or Commercial Revitalization (CR) and up to \$1,500,000 in grant funding in Economic Development (ED).

The requested grant administrative services shall include, but not be limited to services affecting all activities, no matter which are chosen by the County such as conducting HUD/NEPA environmental review(s) requesting and obtaining release of funds (RROF), coordinating with and responding to DEO requests, coordinating and conducting citizen participation, developing agency contract documents, developing agency progress reports, tracking and developing submissions such as Section 3 and MBE contract reporting, closeout report submissions, tracking and managing program funds in compliance with CDBG guidelines, developing required CDBG public record systems, preparing for and assisting with program audits and site visits, fair housing requirements, monitoring any CDBG funded activities for general CDBG administrative requirements before payments, and services related to specific activities such as CDBG acquisition requirements, Uniform Relocation Act compliance, construction progress inspections, contractor pay estimate and change order, technical review and recommendations, other CDBG delivery services where needed, technical support on any other requirements or criteria for implementation of each activity.

Grant compliance with State of Florida Small Cities Community Development Block Grant Program will be required.

B. SCOPE OF ADMINISTRATIVE SERVICES (TO INCLUDE GRANT WRITING):

The selected proposer shall be required to provide grant administrative services whose level and scope will be determined by the County. Specific services required shall include, but not be limited to:

1. Application Preparation and Submission
 - a) Prepare advertisements for and conduct the two (2) public hearings
 - b) Conduct beneficiary surveys for proposed service areas, if applicable
 - c) Conduct required Citizens' Advisory Task Force Meetings
 - d) Work with County staff and others to create or secure documentation needed for the application
 - e) Conduct Fair Housing Workshops, as required
 - f) Provide the County with a completed application prior to submission
 - g) Submit application to DEO
 - h) Track application through the DEO review, site visit, and approval process,

- coordinating with DEO to correct any deficiencies
- i) Prepare additional or modified application documents as required by DOE
- j) Prepare documents for and attend the site visit
- k) Prepare and submit responses to any issues generated by the site visit
- l) Interface with DEO staff to ensure application fundability
- m) Prepare documents to be submitted with County-executed grant agreement

2. Grant and Project Management

- a) Review of revisions and/or preparation of grant document, where needed
- b) Representation during site visits, DEO monitoring and audits
- c) Develop required project record and filing system for all local / original documents
- d) Oversee project schedule and compliance, including regular monitoring and updates
- e) Coordination with other agencies, County staff, participating parties, recipients and contractors
- f) Oversight and coordination of citizen input and meetings (coordination and response to citizen complaints)
- g) Develop, process and track amendments and other plans, where needed
- h) Provide regular project status reports and other required reports
- i) Provide all other necessary technical assistance
- j) Assemble and complete the grant/sub-grant contracts forms
- k) Keep a duplicate grant contract file for tracking grant activity.
- l) On-site organizing and updating record files on a regular basis for easy use
- m) Establish a control budget and timeline for monitoring progress and communicating with all parties
- n) Coordinate, attend and respond at agency monitoring visits, site visits commission meetings and internal audits
- o) Provide agency reports (EEO, Fair Housing, MBE/WBE, Section 3, EEO goals, etc.).
- p) Identify conflicts of interest and coordinate the issuance of a waiver if necessary.
- q) Monitor all project activity to ensure compliance
- r) Status reports to include: grant contract status, any significant administrative, actions that could affect the contract, quality control activities and results, major accomplishments, success stories, etc., work plan issues, updates to HUD 2880 disclosures, MBE/WBE performance reporting, available CDBG budget and uses of funds, presentations
- s) Develop, review and update any required policies and procedures
- t) Review all grant agreements for compliance, requirements and special conditions
- u) Track all submissions required in the DEO grant contract attachments to

assure timely compliance

- v) Create for the County a Microsoft Office Excel Spreadsheet that lists every reporting or documentation requirement in the DEO contract, the time period at which due, and adequate vacant columns and rows for the County to be able to self-track the completion and submission of those reports and documents. If there are additional requirements generated during the administration of the contract, the County will be so notified so those additions can become part of the spreadsheet.

3. Financial Oversight

- a) Request and obtain release of funds
- b) Develop project financial management system for receiving and disbursing funds
- c) Develop budget and activity work plans for grant contract
- d) Track and develop all RFF's as a guide to the City financial contact
- e) Provide guidance and support to the financial contact person on each request for funds
- f) Control budget tracking
- g) Review change orders for grant and budget compliance
- h) Review amendments for grant and budget compliance
- i) Review payment authorizations if requested
- j) Maintain project account records

4. Project Delivery Services

- a) Prepare environmental assessment and required environmental review record and coordinate release of funds including site/project specific inspections and checklist
- b) Develop beneficiary income documentation on any direct benefit activity
- c) Review bid/contract documents and supporting appendices related to specific activities for CDBG grant compliance
- d) Email notices of all bids to MBE/WBE list
- e) Attend preconstruction conferences in person where applicable for specific activities
- f) Monitor contractor performance with visits to construction sites
- g) Review, revise and submit to staff for comment as needed any contractor, beneficiary, and vendor forms to be utilized for CDBG programs
- h) Meet with applicable County departments as needed for specific activities
- i) Review bid documents and specifications for CDBG/compliance.
- j) Coordinate meetings with staff and contractors to review and sign all construction contracts, ensuring that all forms requiring signature are completed
- k) Attend all pre-construction conferences to provide guidance on CDBG requirements to contractors
- l) Submit copies of notice to proceed, debarment certification, and other related

- construction documents to DEO for clearance
- m) Review contractor's request for payments and visit the site to ensure progress and performance before initial payment and final payment
- n) Review all change orders before approval
- o) Verify accuracy of EEO, Section 3, MBE, and WBE subcontracting and that performance documents are on file before final pay is release
- p) Track punch list and ensure final completion and permit clearances prior to closeout
- q) Review any change orders and pay requests
- r) Review final construction documents for completeness
- s) Review and ensure compliance with handicap accessibility, Uniform Relocation Act, Civil Rights, Section 3 requirements, Fair Housing, 24 CFR Part 570 and any other related state or federal requirements affecting the grant activities and requiring documentation and forms to demonstrate compliance
- t) Schedule, complete, and document periodic Fair Housing activities as required in the grant contract between the County and DEO and the submission of the closeout package

5. Post-Project Activities

- a) Balance final project budget, including closeout amendment if necessary
- b) Gather all necessary project completion supporting documents
- c) Prepare documents for administrative/financial close-out of the project
- d) Prepare all final reports.
- e) Review County files to ensure that the County has a complete set of project documents

C. SCHEDULE OF WORK PERFORMANCE

1. Proposers are advised that the capacity to initiate and coordinate all services in a timely and efficient manner is a significant factor. It is anticipated that it will be necessary for the selected proposer to commence grant writing and administrative services immediately after selection.
2. Proposers who cannot meet this project schedule will be automatically eliminated from further consideration.

D. TYPE OF CONTRACT AND FEE SCHEDULE

1. The County intends to negotiate a fixed fee contract with the proposer or "cost not to exceed" type contract for the grant writing and administrative services requested. The proposed amount of the fee for grant writing and the proposed amount of the fee for grant administration must be detailed separately.
2. All responding proposer's qualifications will be evaluated and the most qualified proposer will be selected, subject to the negotiation of fair and reasonable compensation.

E. RESPONSIBILITY

The proposer selected shall be required to assume responsibility for all services offered by the proposer regardless of whether they are produced "in-house" or performed under a joint or sub-contractual arrangement.

-END OF SECTION-

SECTION VII. PROPOSAL FORMAT CRITERIA AND PRESENTATION INFORMATION

- A. Each Proposer must fully complete and submit the Proposal Submittal Form found within Section VIII of this RFP and provide all necessary documentation to fully demonstrate the Proposer's capabilities and qualifications in order to be considered responsive. **Failure to supply the required documentation or failure to address all criteria may be grounds for rejection of the Proposal.**
- B. All mailed Proposals must be sealed and marked with the name of the Proposer, the RFP number and title so as to identify the enclosed Proposal. All electronically submitted proposals must be properly uploaded on the Vendor registry website which holds the documents in a secure file until the RFP deadline has past. No emailed proposals will be allowed.
- C. Proposals may be submitted in one of two methods, either mailed or electronically uploaded on Vendor Registry. Confidential information is not required to be included in the primary electronic file. If the Proposer chooses to include confidential information on the electronic copy, such information must be in a separate, second file marked "Confidential" in the file name
 - 1. Each Proposal sent by mail shall include one (1) original and three (3) exact paper copies and one (1) exact electronic copy (such as compact discs or thumb drives) of the Proposal, all of which are properly indexed and tabbed.
 - A. Electronic copies:
 - a. No macros, audio-start media allowed.
 - b. PDF or Microsoft Word formats are allowed.
 - c. The Proposer must ensure that the electronic copy includes only one (1) file of the entire submittal and that the electronic file is the exact copy of the original printed Proposal submitted by the Proposer, provided, however, that:
 - .
 - 2. Each proposal submitted in an electronic form by uploading into Vendor Registry requires a submittal in electronic format, no macros, auto start media allowed. PDF or Microsoft Word formats are allowed.
 - .
- D. It is imperative that the information submitted is precise, clear, and complete. All Proposals must be presented in an 8 1/2" by 11" document. Proposals shall not exceed fifty (50) pages single sided print. Proposals not conforming to this format may be disqualified from further consideration or will receive a lower score under criteria B-7 of the Evaluation Score Sheet, an example of which is provided in Section IX of this RFP.
- E. At the discretion of the Evaluation Committee, some or all Proposers, may be asked to give short presentations / interviews as part of the selection and ranking process.
- F. Sections and subsections of the Proposal must correspond to the sequence/tabbed format identified below. In order to be considered responsive, the Proposer must answer each

heading and any sub-heading and be constructed in the following tabbed format, Tab A through Tab C.

TAB-A

----- (No points)

1. Proposal Submittal Form (required, see Section VIII of this RFP)
2. Table of Contents (optional)
3. Certification forms under Section XVIII - Drug Free Workplace Certification, Public Entities Crimes Sworn Statement, Discrimination Certification, Scrutinized Companies Certification, E-Verify Certification, and Local Preference Affidavit, if applicable.
4. Copy of sample Certificate of Liability Insurance as required in Section I, subsection N of this RFP (Copy of Accord Form)

The pages from Tab-A do not count toward the fifty (50) page allowance.

TAB-B

1. Introduction of your Organization ----- (Maximum of 0 points)

- a) Briefly identify and introduce your organization
- b) Identify the exact name of your organization and provide the state of incorporation.

2. Proposer's History and Qualifications ----- (Maximum of 15 points)

Provide an overview of the proposers grant writing and grant administration services. Identify what skills, training, certification, experience that staff holds. Identify the history of grant writing and the track record for successful grant applications as well as grant funded projects. Identify all grant projects that the firm/individual administered over the last 3 years.

3. Experience ----- (Maximum of 20 points)

- a. Describe in detail your successful experience in Small Cities CDBG or like federal grants or loan funded projects for local governments.
- b. List three (3) references for similar services within the past ten (10) years
- c. Identify any audit findings on grants administered by the Proposer in the last 10 years.

4. Understanding and Approach ----- (Maximum of 20 points)

- a. Describe in detail your understanding and approach to completing the Scope of Work

5. Familiarity with Needs and Conditions of Area -----(Maximum of 15 points)
- a. Describe your familiarity or ability to quickly become familiar with the needs and conditions that exist within the project area.
 - b. Describe your ability to identify projects that will rate well in the application cycles that also meet the needs of the community.
6. Price Proposal --- (Maximum of 20 points)
- Provide a listing of costs for services required for the 1.) preparation and grant writing phase and 2.) the administration services required if a grant is received.
7. RFP Format -----(Maximum of 10 points)
- a. The Proposal shall be prepared and submitted in accordance with the Proposal Submittal Form criteria required by this Section.

TAB-C

-----**(No points)**

The Proposer may include any other information that Proposer deems to be pertinent, but not specially requested pursuant to this RFP. Please note that pages under Tab-C shall count toward the fifty (50) page allowance. Promotional material cannot be substituted for the documents that must be included in the Proposal under Tabs A and B pursuant to subsection F of this Section.

G. PRESENTATIONS (If Requested)

After preliminary scoring based on the above criteria, the Evaluation Committee may recommend a ranking of the individuals/firms and award based on score. However, if determined necessary, presentations/interviews as part of the evaluation process may be requested by the Evaluation Committee. The Committee may invite all or only the top scoring Proposers to provide a presentation (based on preliminary evaluation). The presentations/interview are scheduled as noted in the solicitation. The individuals/firms will be ranked following the presentations by the Evaluation Committee. A two (2) week notice will be given to the Proposers invited to give presentations. Presentations should include the key personnel that will be responsible for the County contract and services.

-END OF SECTION-

SECTION VIII PROPOSAL SUBMITTAL FORM

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS PROPOSAL SUBMITTAL FORM

RFP IDENTIFICATION:

RFP 20-026 GRANT WRITING AND
ADMINISTRATIVE SERVICES

PROPOSAL SUBMITTED TO:

HIGHLANDS COUNTY BOARD OF COUNTY
COMMISSIONERS – PURCHASING DIVISION
AND HOUSING DIVISION

PROPOSAL SUBMITTED BY:

Proposer's Name

Proposer's Authorized Representative's Name

Proposer's Address 1

Proposer's Address 2

Contact's Name (Print)

Contact's E-mail Address

Contact's Phone Number

In submitting this Proposal, Proposer represents that:

- **ACKNOWLEDGMENT OF ADDENDUMS:** Proposer has examined and carefully studied this RFP and the following Addenda (receipt of all which is hereby acknowledged):

Date	Number	Date	Number	Date	Number	Date	Number

- This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation. Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal. Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a Proposal. Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over the County.

PROPOSED PRICE

	Work Product	Price
1	Grant Writing	
2	Grant Administration	

The County reserves the right to further negotiate pricing.

SUBMITTED ON: _____, 20____.

SIGNATURE: _____ (seal)
Proposer's Authorized Representative

PRINTED NAME: _____

TITLE: _____

-END OF SECTION-

SECTION IX. SAMPLE EVALUATION SCORE SHEET

CRITERIA FOR EVALUATION	Maximum Points	Score
B-1) Introduction of Organization	0	
B-2) Proposers History and Qualifications	15	
B-3) Experience	20	
B-4) Understanding and Approach	20	
B-5) Familiarity with Needs and Conditions of Area	15	
B-6) Price Proposal	20	
B-7) RFP Format	10	
TOTAL		

SECTION X. SELECTION PROCESS AND CRITERIA

The County strictly enforces open and fair competition in its RFPs. The County reserves the right to consider any Proposal as non-responsive if any part of the Proposal does not meet the established scope and/or criteria. Each Proposer must fully complete the RFP Proposal Submittal Form and provide all necessary documentation to fully demonstrate the Proposer's capabilities and qualifications according to Sections VI and VII of this RFP. Failure to supply the required documentation will be grounds for rejection of the Proposal. The selection process shall be open to the public and records shall be maintained in accordance with the State of Florida's records retention requirements. The Proposal Evaluators have the right to correct any errors in the evaluation and selection process that may be made. The County is not obligated to award a contract and the Proposal Evaluators or County may decide to reject all Proposals. If the Proposal Evaluators decide not to reject all Proposals, the County may proceed in accordance with the Evaluation Committee's recommendation.

- A. Proposals will be reviewed by the Evaluation Committee and the Proposers will be scored based upon the RFP Evaluation Criteria. Each Evaluation Committee member shall perform the member's own independent scoring. The County reserves the right to consider any Proposal as non-responsive if any part of the Proposal does not meet established scope and/or criteria. The Evaluation Committee can make a recommendation for ranking and award at this time or request presentations from the top scoring firms.
- B. After review of the Proposals, at the discretion of the Evaluation Committee, (all or some of, based on preliminary scores, the top ranked) Proposers may be asked to give short presentations/interviews as part of the selection and ranking process. Following the presentations, the committee will rank the Proposers and recommend an award. The

presentations/interviews, if any, will be scheduled at least two (2) weeks from the time the invitation is sent to the selected Proposers.

C. The Contract will be awarded to one (1) Proposer.

SECTION XI. AWARD

The County shall award to the responsive and qualified Proposer whose Proposal is determined to be the most advantageous to the County. Evaluation of the Proposals shall be based on the evaluation criteria set forth in this RFP and any other relevant information obtained through the evaluation process. Notice of the award shall be made by e-mail to all Proposers. The date and time of the e-mail shall constitute the time of notification.

SECTION XII. CONTRACT NEGOTIATIONS AND EXECUTION

Negotiation of the Contract for services may follow the initial selection process with the top ranked Proposer. Should a satisfactory contract not be negotiated with the top ranked Proposer, the next ranked Proposer shall be contacted, and negotiations shall begin. This process shall be followed until a satisfactory Contract is negotiated or the County decides to terminate negotiations.

The proposed contract will be submitted for review to the County staff and the County Attorney, prior to submittal to the Board. The contract then will be forwarded to the Proposer for review. After the contract is signed by the Proposer, the contract will be placed on the agenda of the Board to be considered for approval and execution. The reviewed contract, with any changes agreed upon resulting from the review, will be placed on a Board Agenda for its approval and execution.

SECTION XIII. CONTINGENT FEES PROHIBITED

Each Proposer must warrant that it has not employed or retained a company or person, other than a bona fide employee, working in its employ, to solicit or secure a contract with the County and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working in its employ any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of a contract with the County.

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SECTION XIV. TENTATIVE SCHEDULE

DATE	TIME	EVENT
Tuesday, May 12, 2020		First Advertisement
Tuesday, May 19, 2020		Second Advertisement
Monday, June 1, 2020	5:00 P.M.	Deadline to submit questions (RFI's)
Thursday, June 4, 2020	5:00 P.M.	Deadline to release responses by County to RFI's
Friday, June 12, 2020	3:00 P.M.	Proposal due date
Thursday, June 18, 2020	10:00 A.M.	Review/Ranking of Proposals by the Evaluation Committee
Thursday, July 2, 2020	10:00 A.M.	Presentations / Interviews (at the discretion of the Evaluation Committee)
Friday, July 10, 2020		Anticipated award date
Tuesday, July 21, 2020		Anticipated contract consideration by the Board

SECTION XV. RFP CONTACT INFORMATION

All questions during the RFP process regarding this RFP and the details of the services to be performed shall be submitted by Proposers in writing to:

*Chris Davis, Purchasing Manager
Highlands County Purchasing Division
600 S. Commerce Ave., Sebring, FL3870-3809
Phone: (863) 402-6528; Email: cdavis@highlandsfl.gov*

SECTION XVI. REQUEST FOR INFORMATION (RFI) CUT-OFF

All questions regarding this RFP shall be submitted by Proposers in writing by 5:00 P.M. EST on June 1, 2020, to the person identified in Section XV of this RFP. The County shall release responses to RFI by 5:00 P.M. EST on June 4, 2020.

-END OF SECTION-

SECTION XVII. SAMPLE CONTRACT

CONTRACT

This Contract ("Contract") is made _____, 20__, by and between Highlands County, a political subdivision of the State of Florida ("County") and _____("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 hereby agrees to provide the County with grant writing and grant administrative services as described in Section VI of Highlands County Board of County Commissioners' ("Board") RFP 20-026 attached hereto and included herein as Exhibit A. Contractor shall report to the Project Manager designated by the Director of Development Services. The consultant will receive notice by the Department Director if a change occurs with the Project Manager.

In the event of a conflict between the provisions in this Contract and the provisions on Contractor's Proposal, the provisions in this Contract shall govern. Contractor agrees that all work performed by Contractor pursuant to this Contract shall be to the standards of, and approval by the Project Manager. Further, Contractor agrees not to publish, submit or disseminate any materials developed pursuant to this Contract without prior written approval by the Project Manager.

ARTICLE 2. TERM

Contractor shall commence providing the services and materials required by this Contract within twenty (20) calendar days after issuance of a Purchase Order by the County. Contractor shall complete all Work described in attached Exhibit A, Scope of Work. This contract is for a three year initial term and two additional one year periods upon written agreement by the parties.

ARTICLE 3. CONTRACT PRICE

The amount that will be paid by the County to the Contractor for providing the services as described in Article 1 of this Contract is \$_____ [in figures] (_____) [in words].

ARTICLE 4. PAYMENT PROCEDURES

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

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. All persons engaged in any of the work or services performed by or for Contractor pursuant to this Contract 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 its employees perform the work, and in all respects Contractor's relationship and the relationship of its employees to County shall be that of an independent contractor and not as employees or agents of County. Services performed by Contractor pursuant to this Contract are solely for the benefit of County. Nothing contained in this Contract creates any duties on the part of Contractor toward any third party.

ARTICLE 6. CONTRACTOR PERSONNEL

The Contractor shall not substitute any person for the person or persons identified in its response to Tab B (5) of the Board's RFP 20-026 or for any County approved replacement without the prior written permission of the Project Manager. The Contractor shall immediately notify the Project Manager in writing if any person identified in its response to Tab-B (5) of the RFP or any County approved replacement ceases to provide services pursuant to this Contract. Approval of similarly qualified replacement personnel shall not be unreasonably withheld by the County.

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 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.

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.

(b) Contractor shall deliver written notice to the County Purchasing Manager, 600 South Commerce Avenue, Sebring, FL 33870, by overnight delivery return receipt requested, hand delivery 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 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 shall comply with all laws and regulations applicable to providing the services, materials, and equipment specified in this Contract. Contractor 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, PERMITS AND FEES

Contractor 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 resulting from Contractor'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 related work product developed by Contractor under this Contract shall become the property of County upon payment of the portion of the Contract Price related to the services and work product 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

Contractor agrees that no subcontractors may be used pursuant to this Contract without prior written consent of the Project Manager.

ARTICLE 18. PROJECT MANAGER

The County's Project Manager for this Contract shall be as designated by the Director of Development Services, or his or her designee. The Project Manager shall be responsible for oversight, administration, and coordination of performance of this Contract for the Board.

ARTICLE 19. NOTICES AND DESIGNATED CONTACT PERSON

Any notice required or permitted by this Contract to be given shall be deemed to have been duly given if 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

RFP 20-026 / CDBG Grant Writing and Administrative Services

501 South Commerce Ave.
Sebring, FL 33870
Attn: Ben Dunn, Development Services Director

To Contractor: _____

Attn: _____

The Parties shall designate a contact person whom shall be the primary contact person for each Party:

The County: _____, Department Director _____@highlandsfl.gov

The Contractor: _____

ARTICLE 20. TAXES

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

ARTICLE 21. 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 22. 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 23. 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 24. COMPLAINTS:

Complaints against the Contractor in connection with the Contractor's performance of services under this RFP shall be processed through the Highlands County Development Services Department ("Development Services Department") and shall be corrected within five (5) business days. Upon receipt of written notice of a complaint, the Contractor shall provide a written response to the Complaint and shall be provided to the Development Services Department Director within forty-eight (48) hours. The Contractor's failure to properly resolve complaints within five (5) business days may

result in cancellation of the contract.

ARTICLE 25. DISPUTE RESOLUTION. All claims or disputes (hereinafter generally referred to as “contract claim(s)”) by a Contractor against the County relating to this Agreement, except bid protests, including, without limitation, breach of contract, mistake, misrepresentation, or other such claims or disputes shall be submitted in writing to the purchasing official for initial informal review and determination.

(a) Filing of a formal contract claim.

(1) How and when to file. Contract claims not able to be informally resolved by the purchasing official shall be made in writing to the Board of County Commissioners, in duplicate, within the earlier of sixty (60) calendar days after the last date on which the Contractor provided any goods or services required by the contract or after the date on which the Contractor knew or should have known such claim existed.

(2) Subject of claim. Contractors who have standing to file a claim after exhausting the express remedies of the executed contract between the Contractor and the County may detail specific claims, each with supporting documentation.

(3) Form. To facilitate handling of contract claims, the envelope shall be labeled "Contract Claim." The written contract claim shall include at a minimum the following:

a. The name and address of the Contractor filing the contract claim and name and address of any legal counsel if such exists;

b. Appropriate identification of each specific item of contract claim with written proof of completion of the review of the subject or subjects of the claim as specified in the executed contract between the Contractor and the County;

c. Reasonable identification of the provision(s) of the contract between the County and the Contractor, this chapter or other applicable law, which may be applied to the specific items of this contract claim;

d. Supporting exhibits, evidence, or documents to substantiate any subject or item of this contract claim.

(b) Requested information. During the initial review stage provided for in subsection (a) above, the Contractor filing the contract claim shall supply any additional information requested by the purchasing official within the time period set forth in the request. Failure of any party to comply may result in resolution of the claim without consideration of any information which is untimely filed pursuant to such request.

(c) Authority of the purchasing official to resolve formal contract claims. The purchasing official is authorized to resolve any claim arising out of the performance of a County contract at any time during the contract claim process. Where otherwise required, such resolution shall be conditioned on board approval.

(d) Notice to the Contractor of the purchasing official's decision. The written decision of the purchasing official pertaining to the Contractor's formal contract claim shall be sent to the Contractor by hand delivery or certified mail, return receipt requested, or by such other means as agreed by the parties, to the Contractor at the notice address listed on the contract claim.

(e) Adverse decision. If an adverse decision on the Contractor's formal contract claim has been rendered by the purchasing official, the notice of decision shall inform the Contractor of the right to request mediation or an administrative hearing before a Highlands County Special Magistrate, to the extent that an administrative hearing process is available within the provisions of the Highlands County Code.

(f) Finality of purchasing official's decision; Contractor's right to request a hearing. The purchasing official's decision shall be final and conclusive unless, within ten (10) calendar days from the date of receipt of the decision, the Contractor files a written request for mediation or for a formal administrative hearing pursuant to the provision for an administrative hearing process within applicable sections of the Highlands County Code.

(g) Request for mediation. If a Contractor timely files a written request with the purchasing official for mediation, the parties shall schedule mediation to occur within forty-five (45) days of the written request for mediation. The parties shall mutually agree to the selection of a mediator from the list of mediators who are authorized to mediate civil cases through the Tenth Judicial Circuit in and for Highlands County, Florida.

(h) Governing Law. This Contract shall be construed and interpreted in accordance with the internal laws of the State of Florida without giving effect to the conflict of laws principles thereof.

(i) Mediation. The parties agree that they will voluntarily and in good faith participate in mediation of any controversies between them prior to and as a prerequisite of a party filing a legal proceeding unless such legal proceeding must be filed in order to avoid a contractual or statutory deadline; but in such event, the legal proceeding shall be abated until the required mediation is concluded. In the event of a controversy, the parties agree to schedule mediation to occur within forty-five (45) days of a party forwarding written notice to the other party of a controversy. The parties shall mutually agree to the selection of a mediator from the list of mediators who are authorized to mediate civil cases through the Judicial Circuit in and for Highlands County, Florida.

(j) Consent of Jurisdiction and Venue. In the event that any party to this Contract commences a lawsuit or other proceeding relating to or arising from this Contract, the parties hereto agree that the Tenth Judicial Circuit in and for Highlands County, Florida, shall have the sole and exclusive jurisdiction over any such proceeding. That court shall be proper venue for any such lawsuit or judicial proceeding, and the parties hereto waive any objection to such venue. The parties hereto consent to and agree to submit to the jurisdiction of the court specified herein, agree to accept the service of process, and agree that service of process shall vest personal jurisdiction over them by that court.

ARTICLE 26. FAILURE TO PERFORM

The Contractor shall be prepared to start providing services within fourteen days (14) days after execution of this Contract by Contractor and County. Failure to complete the work as scheduled may result in written notice to the Contractor terminating its right to proceed as to the whole or any part of this Contract. Should the Contractor be unable to supply services within a reasonable time or refuse to supply service, the County may use the services provided by another contractor. The difference in the contracted price of the services and that paid the new contractor for the services shall be charged to and paid by Contractor by set-off against any amount owed by the County to the Contractor or, if none, shall be paid by the Contractor to the County within twenty (20) days after being invoiced by the County.

ARTICLE 27. TERMINATION

A. County May Terminate For Convenience.

1. Upon seven days written notice to Contractor, County may, without cause and without prejudice to any other right or remedy of County, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - a. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination;
 - b. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - c. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
2. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

B. This Contract may only be terminated by either party for cause based upon a breach of this Contract. In the event of Termination, the County shall only be responsible for payment to Contractor based upon Work satisfactorily completed as described in this Contract.

ARTICLE 28. ASSIGNMENT OF CONTRACT

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

ARTICLE 29. 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 race, color, religion, gender, national origin, marital status, age, disability, genetic information and sexual orientation. 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 30. 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 31. 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 32. MISCELLANEOUS PROVISIONS

- 32.1 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.
- 32.2 In the event of legal proceedings to enforce the terms of this Contract the prevailing party shall be entitled to reasonable attorneys' fees and costs, including attorneys' fees and costs upon appeal.
- 32.3 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.
- 32.4 Contractor shall cooperate fully with County in the scheduling and coordination of all phases of the Scope of Work.
- 32.5 Contractor 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 33. EMPLOYMENT ELIGIBILITY VERIFICATION

33.1 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.

33.2 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.

33.3 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>.

- 33.4 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.
- 33.5 Subcontracts. Contractor shall include, and shall require the inclusion of, the requirements of this Article, including this paragraph (33.5) (appropriately modified for identification of the parties), in each subcontract that includes work performed in the United States under this Contract.

ARTICLE 34. COMPLIANCE WITH SECTION 287.135(3)(b), FLORIDA STATUTES

Pursuant to Section 287.135(3)(b), Florida Statutes, County 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 35. PUBLIC RECORDS COMPLIANCE

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

- 35.1 Keep and maintain public records required by the County to perform the services.
- 35.2 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.
- 35.3 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 competition of this Contract if Contractor does not transfer the records to the County.
- 35.4 Upon competition 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 competition 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: HCBCRecords@highlandsfl.gov
Mailing Address: 600 South Commerce Avenue, Sebring, FL 33870

ARTICLE 36. 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: _____
William R. Handley, Chairman

WITNESSES:

Contractor

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

By: _____

Print Name: _____

Attachments:

EXHIBIT A SCOPE OF WORK

EXHIBIT B PRICING

SECTION XVIII. COMPLIANCE REQUIREMENTS

CERTIFICATION PURSUANT TO SECTION 287.087, FLORIDA STATUTES PREFERENCE TO DO BUSINESS WITH DRUG FREE WORKPLACE PROGRAMS

RFP 20-026

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY
COMMISSIONERS

by

[Print individual's name and title]

for

[Print name and state of incorporation or other formation of the entity submitting this sworn
statement]

whose business address is

and

whose Federal Employer Identification Number (FEIN) is _____
(hereinafter referred to as "Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder has a drug free workplace program in place.
The program meets the requirements of Section 287.087, Florida Statutes.

**THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AND IS,
UPON DELIVERY, A PUBLIC RECORD.**

Print Name: _____ Date: ____/____/____

STATE OF _____

COUNTY OF _____

The foregoing Certification was sworn to before me this ____ day of _____, 20____, by
_____, as _____, the duly authorized officer of
_____, on its behalf, who is either personally known to me [] or has
produced _____ as identification [].

(AFFIX NOTARY SEAL)

Signature: _____
Print Name: _____
Notary Public, State of _____
Commission No. _____
My Commission Expires: _____

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

COUNTY OF _____ }

1. The business address of _____ (name of bidder or contractor), is

6. There has been a conviction of a public entity crime by the bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the bidder or contractor who is active in the management of the bidder or contractor or an affiliate of the bidder or contractor. A determination has been made pursuant to 287.133(3) by order of the Division of Administrative Hearings that it is not in the public

interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____.

A copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through paragraph 6 if paragraph 5 above applies.)

**THIS SWORN STATEMENT IS MADE PURSUANT TO SECTION 287.133(3)A, FLORIDA STATUTES,
AND IS, UPON DELIVERY, A PUBLIC RECORD**

Signature: _____

Print Name: _____

Print Title: _____

On ____ day of _____, 20____.

STATE OF _____

COUNTY OF _____

Sworn and subscribed before me in the State and County first mentioned above on the _____ day of _____, 20____.

(AFFIX NOTARY SEAL)

Signature: _____

Print Name: _____

Notary Public, State of _____

Commission No. _____

My Commission Expires: _____

**CERTIFICATION PURSUANT TO SECTION 287.134, FLORIDA STATUTES
DISCRIMINATION; DENIAL OR REVOCATION OF THE RIGHT TO TRANSACT BUSINESS
WITH PUBLIC ENTITIES**

RFP 20-026

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY
COMMISSIONERS

by

[Print individual's name and title]

for

[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is _____ and

whose Federal Employer Identification Number (FEIN) is _____ (hereinafter
referred to as "Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder has not been placed on the discriminatory vendor
list by the Department of Management Services.

**THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.134, FLORIDA STATUTES, AND IS,
UPON DELIVERY, A PUBLIC RECORD.**

Print Name: _____ Date: ____/____/____

STATE OF _____

COUNTY OF _____

The foregoing Certification was sworn to before me this ____ day of _____, 20____, by
_____, as _____, the duly authorized officer of
_____, on its behalf, who is either personally known to me [] or has
produced _____ as identification [].

(AFFIX NOTARY SEAL)

Signature: _____
Print Name: _____
Notary Public, State of _____
Commission No. _____
My Commission Expires: _____

CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES

RFP-20-026

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by

[Print individual's name and title]

for

[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is _____ and

whose Federal Employer Identification Number (FEIN) is _____ (hereinafter referred to as "Bidder")

2. **CERTIFICATION**

Bidder hereby certifies that at the time of its Bid the Bidder is not on the Scrutinized Companies that Boycott Israel list created pursuant to Section 215.4725, Florida Statutes, is not participating in a boycott of Israel, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, and that it does not have business operations in Cuba or Syria.

THIS CERTIFICATION IS MADE PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES, AND IS, UPON DELIVERY, A PUBLIC RECORD.

Print Name: _____

STATE OF _____

COUNTY OF _____

The foregoing Certification was sworn to before me this ____ day of _____, 20__, by _____, as _____, the duly authorized officer of _____, on its behalf, who is either personally known to me [] or has produced _____ as identification [].

(AFFIX NOTARY SEAL)

Print Name: _____

Notary Public, State of Florida

Commission No. _____

My Commission Expires: _____

**CERTIFICATION OF PARTICIPATION IN THE UNITED STATES CITIZENSHIP AND
IMMIGRATION SERVICE BUREAU'S E-VERIFY PROGRAM
RFP 20-026**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by

[Print individual's name and title]

for

[Print name and state of incorporation or other formation of the entity submitting this sworn statement]

whose business address is _____ and

whose Federal Employer Identification Number (FEIN) is _____ (hereinafter referred to as "Bidder")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Bid the Bidder participates in the United States Citizenship and Immigration Services Bureau's E-Verify Program, and does not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

Bidder's E-verify Company ID #: _____

THIS CERTIFICATION IS, UPON DELIVERY, A PUBLIC RECORD.

Print Name: _____ Date: ____/____/____

STATE OF _____

COUNTY OF _____

The foregoing Certification was sworn to before me this ____ day of _____, 20____, by _____, as _____, the duly authorized officer of _____, on its behalf, who is either personally known to me [] or has produced _____ as identification [].

Signature: _____

Print Name: _____

(AFFIX NOTARY SEAL)

Notary Public, State of _____

**LOCAL VENDOR AFFIDAVIT
HIGHLANDS COUNTY LOCAL PREFERENCE
AFFIDAVIT OF ELIGIBILITY**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

by _____

[Print individual's name and title]

for _____

[Print name of Company/Individual submitting sworn statement]

Whose business address is _____

(If applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this

Sworn statement): _____.

2. LOCAL PREFERENCE ELIGIBILITY

A. Vendor/Individual has had a fixed office or distribution point located in and having a street address within Highlands County for at least twelve (12) months immediately prior to the issuance of the request for quotation, competitive bids or request for proposals by the County.

YES _____ NO _____

B. Vendor/Individual holds business license required by the County, and/or if applicable, the Municipalities:

YES _____ NO _____

C. Vendor/Individual employs at least one full-time employee, or two part-time employees whose primary residence is in Highlands County, or, if the business has no employees, the business shall be at least fifty (50) percent owned by one or more persons whose primary residence is in Highlands County.

YES _____ NO _____

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM SHALL BE CONSIDERED PUBLIC RECORD.

[Signature and Date]

**STATE OF FLORIDA
COUNTY OF HIGHLANDS**

Subscribed and sworn before me, the undersigned notary public on this ____ day of _____, 20____.

NOTARY PUBLIC

SEAL

Commission Expiration Date

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