



HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Purchasing Department

600 S. Commerce Ave.

Sebring, FL 33870

(863) 402-6500 Purchasing Main Line

Purchasing Designated Contact: Chris Davis, Purchasing Manager

Or Lori DeLoach, Purchasing Analyst (863) 402-6500

purchase@highlandsfl.gov E-mail

REQUEST FOR PROPOSAL

RFP No: 21-008 Lead Tourism Consultant

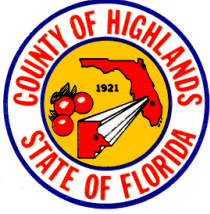
Pre-Solicitation Meeting: **None Scheduled for this solicitation**

Location: **N/A**

Request for Information Deadline: **Wednesday, June 30, 2021 at 5:00 p.m.**

Submission Deadline: **Wednesday July 14, 2021 at 3:30 p.m.**

Advertised Date: June 12, 2021 and June 19, 2021



HIGHLANDS COUNTY
BOARD OF COUNTY COMMISSIONERS
PURCHASING DEPARTMENT

REQUEST FOR PROPOSALS (RFP) INVITATION

The Board of County Commissioners ("County"), Highlands County, Sebring, Florida, a political subdivision of the State of Florida, will receive sealed proposals in the County Purchasing Department ("Purchasing") for the following:

RFP NO. 21-008 Lead Tourism Consultant

RFP with criteria, requirements, and other information, may be downloaded from our website: www.highlandsfl.gov or www.vendorregistry.com. Copies of solicitation documents obtained from other sources are not considered official and should not be relied upon.

Determination of Proposer's qualifications will be based on its Proposal which is to be completed and submitted in accordance with the RFP specifications. The contract, if awarded, will incorporate the RFP specifications and the Proposal.

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

Each submittal shall include one (1) original and one (1) exact electronic copy (thumb drive or CD) of the Proposal submission packet or the proposal in an electronic format submitted on Vendor Registry.

Refer all correspondence, questions, clarifications, etc. regarding this solicitation to the Purchasing designated contact, prior to the deadline time and date, listed on the cover page.

PROPOSALS MUST BE DELIVERED to the Purchasing Department, 600 S. Commerce Avenue., Sebring, FL 33870 to reach said office no later **3:30 P.M. on July 14, 2021**, at which time they will be opened. Proposals received later than the date and time specified will be rejected. Responses may be submitted by either: **Electronic submission** to the County website through VendorRegistry.com **OR** submitted in written format in a **sealed and marked package** with the name of the Respondent, RFP number, and title so as to identify the enclosed response. The public is invited to attend this meeting.

The Board shall not be responsible for delays caused by the method of delivery such as, but not limited to; Internet, United States Postal Service, overnight express mail service(s), or delays caused by any other occurrence.

One or more County Commissioners may be in attendance at meetings.

The Board's Local Preference Policy ("Local Preference Policy") and the Board's Women/Minority Business Enterprise preference will apply to the award of this RFP.

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 ADA Coordinator at: 863-402-6500 (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
Purchasing Department
Highlands County, Florida

Website: www.highlandsfl.gov

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SECTION I. GENERAL TERMS AND CONDITIONS

1. DEFINITIONS: For purposes of this Request for Proposal (RFP), the following terms are defined as follows:

- 1.1. **County** means Highlands County, a political subdivision of the State of Florida, the Highlands County Board of County Commissioners and other public entities involved in this cooperative solicitation.
- 1.2. **Proposer** means the individual, firm, partnership, corporation, association, or other legal entity submitting a proposal in response to this RFP that meets the requirements set forth in the solicitation documents. May also be referred to as "Contractor" Or "Respondent."
- 1.3. **Contract/Agreement** An understanding between two or more competent parties, under which one party agrees to certain performance as defined in the agreement and the second party agrees to compensation for the performance in accordance with the conditions of the agreement. Agreement and Contract are used synonymously.

1.2 RESERVATION OF RIGHTS:

This RFP constitutes only an invitation 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:

- 1.2.1 To supplement, amend or otherwise modify this RFP, and to cancel this RFP with or without the substitution of another Request for Proposals (RFP).
- 1.2.2 To issue additional subsequent RFPs.
- 1.2.3 To reject all incomplete / non-responsive responses, or responses with errors.
- 1.2.4 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 document, the right to seek clarification and/or additional information from any submitting Proposer.
- 1.2.5 The County also reserves the right to refine the scope of work. This refinement is not to include any new services not advertised but to allow more specifically the define work integral to that in the advertised scope.
- 1.2.6 If the County believes that collusion exists among Proposers, all Proposals will be rejected.
- 1.2.7 Make available to Proposer any data available in the County's files pertaining to the work to be performed under this RFP.
- 1.2.8 Decide and dispose of all claims, questions, and disputes arising under this RFP, contracts, or amendments.
- 1.2.9 Have the right to audit the records of the Proposers that enter into contracts pursuant to this RFP at any time during the contract period and for a period of five years after final payment is made by the County pursuant to any Contract.
- 1.2.10 The County, the State and Federal auditors, as applicable, must be reserved 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 upon request.
- 1.2.11 Pay fees and other compensation computed in accordance with a fee schedule to be incorporated in contracts.

1.3 PUBLIC RECORD:

- 1.3.1 Pursuant to Florida Statutes, Section 119.0701:

IF YOU HAVE QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES, CHAPTER 119, TO YOUR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS:

**COUNTY CLERK: GLORIA RYBINSKI
COUNTY PUBLIC INFORMATION OFFICER
600 SOUTH COMMERCE AVENUE
SEBRING, FLORIDA 33870
TELEPHONE NUMBER: (863) 402-6836
HCBCCRECORDS@HIGHLANDSFL.GOV**

- 1.4 Proposer agrees to comply with public records laws, specifically to:
- 1.4.1 Keep and maintain public records required by the County to perform the services set forth herein.
 - 1.4.2 Upon request from 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 a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
 - 1.4.3 Ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract.
 - 1.4.4 Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the awarded Proposer or keep and maintain public records required by the County to perform the services set forth herein. If the awarded Proposer transfers all public records to the County upon completion of the contract, the awarded Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the awarded Proposer keeps and maintains public records upon completion of the contract, all applicable requirements for retaining public records shall be met. 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.
- 1.5 DOCUMENTS OR PHOTOGRAPHS:
- 1.5.1 All Proposals shall become the property of the County.
 - 1.5.2 The Proposer will be prohibited from publishing or releasing any information related to the requested services without the prior written permission from the County, except as allowed by law.
 - 1.5.3 All reports or documents resulting from the ensuing contract will remain the sole property of the County.
 - 1.5.4 Agree that all data, reports, specifications, ordinances, and other work products collected or developed by the Respondent will become the property of the County without restrictions or limitations and shall be made available at any time upon request to the County.
 - 1.5.5 Except as otherwise required by law, Respondents shall provide copies of any records related to contract solely at the cost of reproduction.

- 1.6 COMPLIANCE(S): By submission of a proposal the proposer acknowledges and certifies compliance with the items stated herein.

Compliance with Florida Statutes Sections 287.087, on Drug Free Workplace, 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. The Proposer certifies by submittal of a Proposal to agree to these requirements.

CERTIFICATIONS OF COMPLIANCE WITH REFERENCED STATUTES ARE INCLUDED IN THE FORMS SECTION, AND MUST BE SIGNED AND NOTARIZED AND INCLUDED WITH THE PROPOSAL SUBMITTAL.

- 1.6.1 **E-Verify Program:** Each response must contain proof of enrollment in the U.S. Department of Homeland Security's E-Verify system. The successful Respondent shall verify the employment eligibility of all employees including new employees hired by the Respondent during the term of the contract, which will expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees including new employees hired during the contract term.

- 1.6.2 **Indemnification Clause:** The following "Statement of Indemnification" will be incorporated in the contract entered into in connection with this RFP.

"The CONSULTANT agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, in any way related to the services provided herein and this Agreement, caused by the acts and/or omissions of the CONSULTANT, or any of its employees, agents, sub-contractors, representatives, volunteers or the like. The CONSULTANT agrees to indemnify, defend and hold the COUNTY harmless for any and all such claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the CONSULTANT, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like through and including any appeals in any way related to the services provided herein and this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any required insurance coverage amounts set forth herein and shall survive termination or natural termination of this Agreement."

- 1.6.3 **Sales and Use Tax:** 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.

- 1.6.4 **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.

- 1.7 COUNTY EMPLOYEES / CONFLICT OF INTEREST: All Proposers must disclose the name of any officer, director or agent who is also an employee of the County, or any of the public entities which will receives services related to this solicitation. All Proposers must disclose the name of any employee of the entities named in the preceding sentence who owns, directly or indirectly, any interest in the Proposer's business or any of its branches.

- 1.8 PROPOSER/RESPONDENT:

- 1.8.1 Respondents must be an individual, firm, partnership, corporation, association or other legal

entity permitted by law to perform the described task(s) in the State of Florida.

- 1.8.2 Successful Respondents shall not be allowed to substitute partnership or team members named in its response without the prior written permission of the County.
- 1.8.3 The successful Respondents shall submit proof of Florida licenses and/or certifications as required by the County and State.
- 1.8.4 Qualified vendors who will not be responding to this RFP are requested to notify the County and indicate why they are not proposing.
- 1.8.5 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. It shall be the Proposer's responsibility to educate themselves of the applicable laws, rules and regulations.
- 1.8.6 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 may be further disqualified from bidding/proposing on any future requests for work, goods, or services for the County.
- 1.8.7 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.
- 1.8.8 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.
- 1.8.9 Litigation, Suspension or Debarment: Disclose any project related litigation within the last 5 years any suspension or debarment of the Bidder/Proposer or their agent, person, or entity is required for County review. Non-disclosure of litigation, suspension or debarment may be considered in the award of the contract.
- 1.8.10 Anti-Lobbing: Proposers, their agents and associates shall not solicit any County Official, employee, agent, or volunteer and shall not contact any County Official, employee, agent, or volunteer other than the individual listed in Section XV of this RFP for additional information and clarification.

1.9 PREPARATION OF PROPOSAL:

- 1.9.1 Proposals are due and must be received in accordance with the instructions given in the invitation page and any subsequent Addenda, if applicable.
- 1.9.2 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.
- 1.9.3 The Proposer is solely responsible for all costs associated with responding to this solicitation. No reimbursement will be made for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs that are incurred by any Proposer, as a result of this solicitation and subsequent evaluation process.
- 1.9.4 Due care and diligence have 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.
- 1.9.5 E-mailed and faxed Proposals will not be accepted.
 - 1.9.6 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.
 - 1.9.7 Proposer is to ensure that all licenses, certifications and other requested documentation is included with their submission. Such as, but not limited to, Minority Owned and Women Owned business (W/MBE) certificate, professional license or certification(s.)
 - 1.9.8 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.
 - 1.9.9 If submitting a Proposal for more than one Request for Proposal (RFP), each Proposal must be in a separate sealed envelope and correctly marked. Only one Proposal per RFP or "category", as applicable, shall be accepted from any person, corporation or firm. Modifications will not be accepted or acknowledged.
 - 1.9.10 Proposers shall not include any information on fees and costs associated with their services. In accordance with Section 287.055 Florida Statutes the selection of firms/individuals will not be based on cost.
- 1.10 REQUEST FOR INFORMATION (RFI)/ADDENDA:
- 1.10.1 Refer all correspondence, questions, clarifications, etc. regarding this solicitation to the Purchasing designated contact prior to the RFI Cut-off time and date listed on the cover page.
 - 1.10.2 Any interpretation, clarification, correction or change to this RFP will be made by written addendum issued by the Purchasing Department.
 - 1.10.3 Official documents are posted and available for download on the County's website, www.highlandsfl.gov and www.VendorRegistry.com. Information obtained from other locations may not be complete and/or accurate.
 - 1.10.4 Any oral or other type of communication concerning this RFP shall not be binding.
 - 1.10.5 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.
 - 1.10.6 It is the sole responsibility of the Proposer to check the website for Addendums.
 - 1.10.7 Proposers must acknowledge receipt of Addendums by completing the respective section on the bid/proposal submittal form.
 - 1.10.8 In this RFP the County has attempted to address most situations that may occur. However, should situations arise that are not addressed, they will be dealt with 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.
- 1.11 EXCEPTIONS / ITEMS NOT IDENTIFIED IN THE SCOPE OF WORK: No exceptions to the scope of work will be authorized.
- 1.12 JOINT PROPOSALS:
- 1.12.1 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.

1.13 RESPONSES RECEIVED LATE

- 1.13.1 It shall be the Proposer's sole responsibility to deliver the sealed proposal submission to the Highlands County Purchasing Division prior to or on the time and date stated.
- 1.13.2 Any proposals received after the stated time and date will not be considered. The proposal shall not be opened at the public opening. Arrangements may be made for the unopened proposal to be returned at the Proposer's request and expense.
- 1.13.3 The County shall not be responsible for delays caused by the method of delivery such as, but not limited to; Internet, United States Postal Service, overnight express mail service(s), or delays caused by any other occurrence.

1.14 SELECTION PROCEDURE:

- 1.14.1 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.
- 1.14.2 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 Proposer.

1.15 TIE BREAKER: In case of a tie in scoring/ranking, the award will be made as follows:

- 1.15.1 **Step 1:** The Proposer that has the highest number of number 1 rankings or the highest number of individual score shall be deemed ranked as the higher Proposer.
- 1.15.2 **Step 2:** Upon completion of step 1, if a tie still exists the Proposer with the highest number of 2nd place rankings or the highest number of second place individual score shall be the higher ranked Proposer.
- 1.15.3 **Step 3:** Upon the completion of steps 1 and 2 should a tie still remain the method used above will continue with each ranking level, 3rd, then 4th, then 5th highest rank, will be counted until the tie is broken.
- 1.15.4 **Step 4:** After the completion of Steps 1 through 3 if a tie still exists a flip of a coin shall determine the highest ranked proposer.
- 1.15.5 When the tie breaker is determined, the highest ranked Proposer shall be awarded the contract or receive the first opportunity to negotiate, as applicable.
- 1.15.6 If an award or negotiation is unsuccessful with the highest ranked Proposer, award or negotiations may commence with the next highest ranked or scoring Proposer.

1.16 CONTRACT NEGOTIATIONS AND EXECUTION:

- 1.16.1 Negotiation of contracts with Respondents will follow the order of ranking by Evaluation Committee from highest to lowest score. Contract negotiations shall follow the procedures adopted by the Highlands County Board of County Commissioners. The Evaluation Committee may require selected Respondents to submit technical or other additional information related to its response during contract negotiations.
- 1.16.2 The County reserves the right to award continuing contracts to one or more proposers if it is deemed in the best interest of the County.
- 1.16.3 Procurement and contracting of all Professional Services shall conform to all policies of the Highlands County Board of County Commissioners, County ordinances, codes, and technical standards and State and Federal law and regulations. Those contracts will include

provisions required by federal, state or local laws, regulations, ordinances or executive orders and provisions required by policies adopted by the Highlands County Board of County Commissioners.

1.16.4 After negotiations, contracts will be submitted to the County Administrator and Board Attorney for review prior to submittal to the Board. All reviewed contracts will be placed on a Board of County Commissioners' Agenda for its consideration.

1.16.5 The successful Respondent shall enter into a contract that substantially reflects the requirements of this RFP and normal contract terminology. The County reserves the right to waive or adjust any minor inconsistencies between the RFP and the finalized contract and any resulting purchase order entered into pursuant to this RFP.

1.17 ISSUANCE OF WORK AND LIMITATIONS:

Authorization of Work:

1.17.1 **Allowable Costs:** A determination of allowable costs will be performed for services rendered under any resulting contract from this solicitation.

1.17.2 **Performance Evaluation:** A performance evaluation will be conducted upon the completion of each contract year by the County Project Manager and provided to the Consultant. Larger projects may require an interim evaluation. The performance evaluations will become public record.

1.18 CONTRACT REQUIREMENTS:

Respondents contracting with the county shall:

1.18.1 **License/Certification:** Perform all professional services to current professional standards of the applicable discipline.

1.18.2 **Personnel:**

- a. Maintain an adequate staff of qualified personnel.
- b. Not subcontract, assign or transfer any work under any contract with the County without the written approval of the County.

1.18.3 **Standard of Work:**

a. Ensure that all work meets all current federal, state, and local laws, regulations, and ordinances applicable to the work.

- c. If, at any time during the contract term, the service performed, or work done by the Consultant is considered by Highlands County to create a condition that threatens the health, safety, or welfare of the community, the Consultant shall, on being notified by Highlands County, immediately correct such deficient service or work. In the event the Consultant fails, after notice, to correct the deficient service or work immediately, Highlands County shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Consultant.

1.18.4 **Coordination of Work:**

1.18.4.1 Cooperate fully with the County in the scheduling and coordination of all phases of the work.

1.18.4.2 Report the status of the work to the County upon request and hold pertinent data, calculations, field notes, and records open to the inspection of the County and its authorized agents at any time.

1.18.5 **Change in Scope:**

1.18.5.1 Perform any additional work required for a particular change order approved by the County.

- 1.18.5.2 Have approval from the County in writing prior to commencement of any change order.

1.18.6 Complaints:

- 1.18.6.1 The contract will provide that complaints against the Firm will be processed through the Purchasing Division and are to be corrected within five (5) business days.
- 1.18.6.2 Written response to the Purchasing Manager is required.
- 1.18.6.3 Failure to properly resolve complaints within five (5) business days may result in cancellation of the contract.
- 1.18.6.4 Repeat complaints against the Firm may result in termination of contract.

1.18.7 Assignment of Contract: The selected Proposer 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 by the County. All matters dealing with these actions must be conducted in written format.

1.18.7 ADA Compliance: The contract will provide that any ADA or work conditions complaints against the Firm will be processed through the County's Human Resources Department and are to be corrected within five (5) business days. Written response to the Human Resources Manager is required. Failure to properly resolve complaints within five (5) business days may result in cancellation of the contract. Repeat complaints against the Firm may result in termination of contract.

1.19 TERMINATION

- 1.19.1 Any contract entered into pursuant to this RFP may be terminated by the Respondent upon 30 days prior written notice to the County in the event of substantial failure by the County to perform in accordance with the terms of the Contract through no fault of the Respondent. It may also be terminated by the County with or without cause upon 7 days written notice to the Respondent. Unless the Respondent is in breach of the Contract, the Respondent shall be paid for services rendered to the County through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the County, the Respondent shall.
- 1.19.2 Stop work on the date and to the extent specified.
- 1.19.3 Terminate and settle all orders and subcontracts relating to the performance of terminated work.
- 1.19.4 Transfer all work in process, completed work, and other material related to the terminated work to the County.
- 1.19.5 Continue and complete all parts of the work that have not been terminated.
- 1.19.6 The County reserves the right to cancel and terminate any contract entered into pursuant to this RFP in the event the Respondent or any employee or agent of the Respondent is convicted of any crime arising out of or in conjunction with any work being performed by the Respondent for or on behalf of the County. The County reserves the right to suspend the qualifications of the Respondent to do business with the County upon any such conviction. The County reserves the right to terminate any contract entered into pursuant to this RFP in the event the Respondent is placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of Respondent's creditors. Upon termination of any contract entered into pursuant to this RFP, all tracings, plans, specifications, computer files, maps, and data prepared or obtained under that contract shall be immediately turned over to the County by Respondent.

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SECTION 2 INSURANCE

Unless otherwise stated in the specifications/Scope of Work or Special Conditions, the following minimum Insurance Requirements will be included in the contract and must be met before delivery of goods and performance of services:

2.1 WORKERS' COMPENSATION INSURANCE: The Consultant 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.

2.2 COMMERCIAL GENERAL LIABILITY INSURANCE: Occurrence Form Required: The Consultant 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 Consultants, 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.

2.3 COMMERCIAL AUTOMOBILE LIABILITY INSURANCE: The Consultant shall have and maintain automobile liability insurance with a limit of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

2.4 PROFESSIONAL LIMITED LIABILITY INSURANCE: The Consultant shall have and maintain professional liability insurance with a limit not less than \$1,000,000 per occurrence. If coverage is provided on a claims-made basis, the retroactive date shall be prior or equal to the effective date of any contract with the County. The coverage shall be renewed or include a "tail" or discovery, or continuous renewal of coverage for a period of three (3) years following the termination of the contract entered into in connection with this RFP.

2.5 SPECIAL REQUIREMENTS / EVIDENCE OF INSURANCE:

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:

2.5.1 "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.

2.5.2 The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. Highlands County will be given notice prior to cancellation or

modification of any stipulated insurance.

- 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.
- Such notification will be in writing by registered mail, return receipt requested, and addressed to the Purchasing Manager, 600 S. Commerce Avenue, Sebring, FL 33870.

2.5.3 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.

2.5.4 It should be remembered that these are minimum requirements, which are subject to modification in response to high hazard operations.

2.5.5 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 that meet an AM Best financial strength rating of no less than "A- Excellent: FSC VII.

2.5.6 The Consultant 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 Consultant to provide and pay for any other insurance coverage the County deems necessary, depending upon the possible exposure to liability.

2.6 RENEWAL:

2.6.1 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.

2.6.2 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.

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SECTION 3. SPECIAL CONDITIONS

3.1 Award

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 highest score or ranking of each Proposal. The County reserves the right to waive irregularities in the Proposal.

3.2 Term

The County's agreement(s) with the selected firm(s) will be for Lead Tourism Consulting services. The initial agreement shall be **three (3) years** from date of Notice of Recommended Award with the option to **renew for one (1) three (3) year period** unless otherwise terminated in accordance with the agreement. Any agreement executed, prior to the term expiration stated above, shall be in effect until project completion.

3.3 Qualifications

- 3.3.1 Firm must have been in business under the same name or EIN number for a minimum of three (3) years.
- 3.3.2 Firm must have tourism consulting experience. The County will confirm utilizing the completed "Project Confirmation Survey" form(s).

-The remainder of page intentionally left blank-

SECTION 4. SCOPE OF WORK, HOURS, AND QUALIFICATIONS

INTRODUCTION

Highlands County is located in Central Florida. Consisting of two Cities, Avon Park, the county seat, and the City of Sebring. Also, within the county is the Town of Lake Placid and an additional thirteen unincorporated communities within its boundaries of 1,017 square miles of land. Highlands County's 89 square miles of water also offers sporting opportunities. Additional information is available on the County's website <https://Highlandsfl.gov> and link to <https://VisitSebring.com>.

4.1 SCOPE OF WORK:

4.1 The Consultant shall:

- 4.1.1 Develop and implement marketing programs and contacts that promote Highlands County as a destination for tourism, sports activities, conventions, and business conferences;
- 4.1.2 Prepare budgets and control expenditures in accordance with County policies and procedures;
- 4.1.3 Assess and analyze the economic impact of target markets and special events;
- 4.1.4 Create and manage relationships with tourism and sports organizations.
- 4.1.5 Assist in the promotion and marketing of Highlands County based tourism and sports organizations;
- 4.1.6 Supervise the County's tourism-related website and related social media, including site changes and updates;
- 4.1.7 Prepare Invitations to Bid, Requests for Proposals, and contracts with outside businesses and consultants for County approval in accordance with County procedures;
- 4.1.8 Provide administrative support and serve as the County in accordance with liaison to the Tourist Development Council;
- 4.1.9 Prepare and present recommendations, amendments, and plan revisions of the Tourist Development Council to the County Commission for approval;
- 4.1.10 Oversee the Tourist Development Council's co-op sponsorship and advertising grant program;
- 4.1.11 Represent the interests of Highlands County with Florida Tourism Industry Marketing Corporation, Inc., dba VISIT FLORIDA, International Association of Convention and Visitors Bureaus, and other tourism and sports organizations;
- 4.1.12 Negotiate and obtain commitments for group travel, conventions, special events, conferences, and special activities that increase tourism and enhance the economic climate and tax revenues of the County;
- 4.1.13 Direct the Tourist Development Council's marketing program, including attracting and promoting the return of Highlands County visitors and the development and preparation of guides, brochures, competitive bids, venue information, and related material;
- 4.1.14 Make public presentations regarding the economic impact of the tourism and sports industries in Highlands County;

- 4.1.15 Direct economic and community related tourism and sports development and promotion;
- 4.1.16 Develop relationships with local organizations for presence at major events as defined and designated by the Tourist Development Council; and
- 4.1.17 Supervises Tourism Development staff.
- 4.1.18 Perform related duties as required by the Development Services Director, who is the County employee supervising the services to be performed by the Consultant pursuant to the contract entered into in connection with this RFP.

4.2 SERVICE HOUR REQUIREMENTS

4.2.1 Except as hereinafter provided in this subsection, the Consultant shall perform the Scope of Work described in this RFP and related tasks assigned by the Board of County Commissioners, the Tourist Development Council or the Contract Manager for thirty-five (35) hours per week including five (5) afternoons per month (1:00-5:00 p.m.) at the Highlands County Tourism Office located at 501 S. Commerce Ave., Sebring, FL 33870, preferably at least once per week, in person, and approximately five (5) hours per month on average attending all Tourist Development Council and sub-committee meetings, County Commission meetings, and other meetings as required by the Contract Manager. Travel time to and from the worksite (including travel to and from conferences) do not count toward the 35-hour requirement.

4.2.2 Planned time off:

During any two calendar months of each contract year, the Consultant may perform services pursuant to this RFP for an average of thirty-five (35) hours per week. During those two calendar months the Consultant will have the opportunity to work ahead and take off time later, or take time off and make up time later, within the respective month.

Consultant shall, at least a month ahead:

- Submit a written request the Contract Manager to average 35 hours per week during the specified calendar month, and
- Advise the Contract Manager which days the Consultant will not be available

The Consultant shall not take time off immediately before, after or during major tourism events in the County, such as the 12-hours of Sebring race.

4.2.3 Unavailability due to illness:

If the Consultant is occasionally not available due to illness, the Consultant shall perform additional service hours to compensate for working less than the required hours in any week. The additional hours of services must be performed by the end of the month following the unavailability due to illness.

4.2.4 Planned medical leave:

The Consultant shall notify the Contract Manager in writing if the Consultant will not be able to perform the required 35 hours of services in any week due to a planned medical event, as soon as the information is available to the Consultant. The Consultant shall perform additional service hours to compensate for working less than the required hours

in any week. The additional hours of services must be performed by the end of the month following the unavailability.

- 4.2.5 If not performed during the time period required in Section 4 - 2.2.2, Section 4 - 2.2.3 and Section 4 - 2.2.4 or prior to termination of the contract, whichever is first to occur, the amount paid for hours not performed will be deducted from the payment by the County to the Consultant.

4.3 EQUIPMENT / SUPPLIES / ASSISTANCE

- 4.3.1 The successful Proposer shall be required to enter into a contract that includes the requirements of this RFP. The County reserves the right to waive or adjust any minor inconsistencies between this RFP, the resulting Purchase Order, and the contract.
- 4.3.2 Consultant shall have a computer designated to him or her at the Highlands County Tourism Office and the office supplies needed for work when in that office.
- 4.3.3 No costs incurred by the Contractor or the Consultant shall be reimbursed by the County, except costs approved in writing, in advance by the Contract Manager for meetings, conventions, and events to be attended by the Consultant outside of Highlands County.
- 4.3.4 Consultant shall receive assistance from administrative personnel, who is a full-time employee of the County, Tourism Office.
- 4.3.5 A County pool vehicle will be available for use for TDC business-related travel, in county or out of county. Consultant must request the vehicle via email from the Contract Manager at least two (2) business days before vehicle pick-up. No mileage for use of personal vehicle will qualify for reimbursement. Board policies for vehicle usage applies when using County-owned pooled vehicle.

4.5 KNOWLEDGE, ABILITIES AND SKILLS

4.4 The Consultant must have:

- 4.4.1 Knowledge of the tourism/sports industry economic and tourist development;
- 4.4.2 An extensive understanding of public relations methods, techniques, and processes;
- 4.4.3 Knowledge and experience in sports marketing, arts and culture and corporate sponsorship;
- 4.4.4 The ability to design, formulate and implement management control processes, strategic plans, perform financial analysis, design and author promotional brochures and reports, perform creative writing tasks, and understand and perform mathematical and economic impact analysis;
- 4.4.5 Understanding all facets of business and special event operations including marketing, capital resources, human resources, finance, sponsorship and promotions;
- 4.4.6 The ability to use independent judgment, analyze information and formulate recommendations;
- 4.4.7 The ability to plan and coordinate work with TDC members and County staff regarding day-to-day operational duties as necessary.

- 4.4.8 The ability to establish and maintain an effective working relationship with employees, officials, business representatives, and the public;
- 4.4.9 The ability to concentrate on detail and sequential work tasks;
- 4.4.10 The ability to see and hear sounds at a normal level, speak in a manner that can be understood and make public presentations, independently drive from work site to work site, and make written notations; and
- 4.4.11 Competency in use of Microsoft Office software, including Outlook, Word, Excel and PowerPoint; QuickBooks; and accessing and searching the internet.

4.5 PREFERRED QUALIFICATIONS:

- 4.5.1 Extensive experience in rural tourism, sports, arts & culture, event marketing, promotions and sales;
- 4.5.2 Significant contacts and relationships with regional and state organizations;
- 4.5.3 Familiarity with the entertainment industry, attractions, print and electronic media promotions and advertising; and
- 4.5.4 Graduate business degree in tourism, marketing or related field.

4.6 INVOICING / COMPENSATION:

- 4.6.1 The successful Firm shall submit invoices, in sufficient detail to ensure compliance with the contract, to the Contract Manager who will determine if the services and/or deliverables rendered are satisfactory.
- 4.6.2 Payment shall be made in accordance with the Local Government Prompt Payment Act, Section 218.70 et. seq., Florida Statutes, and the Highlands County Prompt Payment Policy.
- 4.6.3 The Firm's monthly invoice shall include the Purchase Order Number, a detailed identification of the services performed, location, if applicable, and the day the services were performed or completed. The monthly invoice shall also include documentation for pre-approved reimbursable costs, if any, incurred by the firm during the period covered by the invoice.
- 4.6.4 In addition to the invoices submitted, the Firm shall prepare a report showing marketing and sales efforts to the Tourism Development Council (TDC) at their regularly scheduled meetings.

4.7 FAILURE TO PERFORM:

- 4.7.1 The Firm shall be prepared to start work no more than twenty (20) calendar days after issuance of a purchase order.
- 4.7.2 Failure to satisfactorily complete the work as scheduled may result in written notice to the Firm terminating its right to proceed as to the whole or any part of the contract.
- 4.7.3 Should the Firm be unable to or refuse to supply service, on any given day, against the predetermined schedule to which the Firm has agreed, and the County is forced to complete the work with a different Firm, the difference in the Proposal price of the services and the price paid the new Firm to complete the work shall be charged to and paid for by the Firm.
- 4.7.4 Firm shall not, however, be responsible for delays in service due to: 1) Unavoidable mechanical breakdowns; 2) Strikes; 3) Acts of God; or 4) Fire, provided Firm notifies the Project Manager in writing within ten (10) days of the event that caused the delay of such pending or actual delay. The County reserves the right to terminate the contract with thirty (30) days written notice if the Firm fails to comply with any of the provisions of this RFP or of the contract.

-END OF SECTION-

SECTION 5. SOLICITATION PROCESS

5.1 Submittal

Each Proposer must fully complete and submit the Proposal Submittal Form found within this RFP and provide all necessary documentation to fully demonstrate capabilities and qualifications in order to be considered responsive. Failure to supply the required documentation or address all criteria or found to be substantially unreliable may, in the sole opinion of the Evaluation Committee and Procurement Manager, may be grounds for rejection of the Proposal.

Proposals should not contain information in excess of that requested, it must be concise, and must specifically address the criteria of this RFP. The responder's proposal should be in the same order as the Evaluation Criteria. Proposals are to be printed single-sided, in a minimum 10 font size, all of which are properly indexed and tabbed. **Or** submitted by electronic PDF upload into Vendor Registry. Vendors are offered free registration for the Vendor Registry site through the County's website at www.highlandsfl.gov then clicking on Department, Purchasing and Vendor Application. You must hit "continue to be connected to the Vendor Registry site."

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

5.2 Submittals shall be by Hard copy with thumb drive/CD or electronic submission.

Hard Copy Submission: Interested parties are invited to submit in a sealed package to the Purchasing Department:

- One (1) original hardcopy, and
- One (1) exact electronic copy on a thumb drive or CD

Electronic Copy of Hard copy Submittal:

No macros, audio-start media allowed.

PDF, Word, and Excel, as applicable, are permitted formats.

If hard Copy Submission - The submission should be bound and marked with the solicitation number, title and marked with the proposer's name and address. A "Sealed Proposal Label" is enclosed to be affixed to the outside of the submission.

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 version submitted by the Proposer. If confidential information is included, such information must be in a separate tab, and in the electronic copy second file, marked "Confidential" in the file name. To be considered "Confidential" or exempt the information shall meet the provisions as stated in Florida Statute 119.

OR

Electronic Submission: The Proposal is to be combined into one Adobe PDF document and uploaded to the County website via VendorResistry.com. It is the Proposers responsibility to allow sufficient time to ensure the submission is completed.

The delivery of the response on the specified date and time is solely the responsibility of the proposer. The County shall not be responsible for delays caused by the method of delivery such as, but not limited to; internet, United States Postal Service, overnight express mail service(s), or delay caused by any other occurrence. Proposals received after the designated date and time will not be considered.

5.3 Proposal Format Criteria Each submittal should contain all requested documentation organized in the following manner:

TAB 1

- | | |
|---|-----------|
| a.) Completed Proposal Submittal Form | No Points |
| b) Table of Contents (optional) | |
| c) Sample Acord Insurance Form or letter from an insurance agent confirming that the Proposer is able to obtain the required coverage at the time of contract execution. (required) | |
| d) Local Preference Affidavit from Section 9. (if applicable) | |
| e) Certificates from Section 9. | |
| <ul style="list-style-type: none">• Certificate pursuant to F.S. 287.135• Certificate pursuant to F.S. 287.087• Certificate pursuant to F.S. 287.133(3)(A)• Certificate pursuant to F.S. 287.134• Certification of participation in E-Verify (Not required for Owner-Operators having no employees) | |

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

TAB 2

- | | |
|---|-------------------------------|
| Brief Introduction | ----- (No points) |
| | |
| a. Understanding and Approach | ----- (Maximum of 25 points) |
| ii. Describe your understanding of the Scope of Work. | |
| iii. Describe your approach to performing the Scope of Work. | |
| | |
| b. Relevant Experience | ----- (Maximum of 35 points) |
| i. Provide a description of relevant experience(s) of the person who will perform the services Demonstrate skills and qualifications listed in Section V. D and E. | |
| ii. Provide the resume of the person who will perform the services | |
| | |
| c. Project Confirmation Survey | ----- (Maximum of 20 points) |
| i. The Proposer must provide five (5) project confirmation surveys for similar work completed in the last ten (10) years by the Consultant (i.e. the person who will perform the services). The Scope of Work shall be indicated. | |
| | |
| d. Price Proposal | ---- (Maximum of 20 points) |
| i. Include pricing on the Price Proposal Form provided in Section 9 of this RFP. | |
| | |
| e. Local Preference | ---- (Maximum of 2.5 points) |
| | |
| f. Minority/Woman Owned Business | ----- (Maximum of 2.5 points) |
| i. Include a copy of the certificate, if applicable. | |

TAB-C

----- (No points)

The Proposer may include additional promotional material under Tab-C. Please note that pages under Tab-C count toward the 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.

5.4 EVALUATION PROCESS

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

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

The County will use a competitive selection process based on the Evaluation Committee score and/or rank of the Proposals as applicable.

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

5.4.1 Evaluation Meeting

A public meeting will be conducted to allow the Evaluation Committee members to discuss and score each Proposal based on the points identified.

5.4.2 Evaluation Committee member's total scores will be added together to produce a final score for each Proposal.

5.4.3 Procurement will confirm the calculations for the final score for each Proposal.

5.4.4 If the Evaluation Committee elects to interview Proposers based on the final scores, a minimum of two (2) will be selected for presentations/interviews.

5.4.5 Proposer Interviews (at the discretion of the Evaluation Committee)

5.4.6 The Evaluation Committee may conduct interviews. During an interview, selected Proposers shall may be asked to make a presentation describing the key elements of their Proposal and/or address any specific topics the Evaluation Committee may determine necessary.

5.4.7 At the conclusion of the interviews Proposals will be ranked, one (1) representing the highest-ranked Proposer. The Evaluation Committee members will then collectively decide the recommend award. Following the posting of Recommended Award the County may start Contract Negotiations with all or selected Proposers starting with the highest-ranked Proposer; and should negotiations fail with the highest ranked Proposer, staff shall terminate negotiations with the highest ranked Proposer and begin negotiating with the next highest ranked Proposer and so on.

5.5 Tie Breaker: In case of a tie in scoring or ranking, the award will be made as follows:

5.5.1 Step 1: The Proposer that has the highest score or highest number of number 1 rankings shall be deemed the highest Proposer.

5.5.2 Step 2: Upon completion of step 1, if a tie still exists the Proposer with the highest score or highest number of 2nd place rankings shall be the higher ranked Proposer.

5.5.3 Step 3: Upon the completion of steps 1 and 2 should a tie still remain the method used above will continue with each ranking level, 3rd, then 4th, then 5th highest rank, will be counted until the tie is broken.

- 5.5.4 Step 4: After the completion of Steps 1 through 3 if a tie still exists a flip of a coin shall determine the highest ranked proposer.
- 5.5.5 When the tie breaker is determined, the highest ranked Proposer shall be awarded the contract or receive the first opportunity to negotiate, as applicable.
- 5.5.6 If an award or negotiation is unsuccessful with the highest ranked Proposer, award or negotiations may commence with the next highest ranked Proposer.

SECTION 6 TENTATIVE SCHEDULE

DATE	TIME	EVENT
Saturday, June 12, 2021		First Advertisement
Saturday, June 19, 2021		Second Advertisement
Not Applicable		Pre-Proposal Meeting
Wednesday, June 30, 2021	5:00 P.M.	Deadline to submit questions (RFI's)
Friday, July 2, 2021		Deadline to release responses by County to RFI's
Wednesday, July 14, 2021	3:30 P.M.	Proposal due date
Thursday, July 29, 2021	2:00 P.M.	Review/Ranking of Proposals by the Evaluation Committee
Thursday, August 12, 2021	9:00 A.M.	Presentations / Interviews (at the discretion of the Evaluation Committee)
Tuesday, August 17, 2021		Anticipated award date
Tuesday, September 7, 2021		Anticipated contract consideration by the Board,
		<i>Dates are subject to change.</i>

SECTION 7 CONTRACT AWARD **SAMPLE CONTRACT FOR SERVICES**

The County will negotiate a contract with successful firm(s).

SECTION 8 CONTRACT NEGOTIATIONS

- 8.1 If a Proposer is selected, the user Department, and Procurement, with the assistance of the County Administrator or their designee, shall negotiate an Agreement with the selected Proposer.
- 8.2 If after negotiating for a reasonable time period the parties cannot agree on a contract, the County shall, in its sole discretion, terminate further contract negotiations with that Proposer. Procurement shall notify the Evaluation Committee that contract negotiations with the Proposer have terminated. Contract negotiations with the next-highest-ranked Proposer will be implemented, and so on, or if the County determines there is no other Proposer with whom the County can successfully negotiate a contract, then the RFP Selection Process shall terminate.
- 8.3 After contract negotiations with a Proposer are successfully completed the Project Manager shall recommend to the Board of County Commissioners that award a contract to the Proposer to provide the services as outlined in the Agreement. The Board of County Commissioners shall make the final decision whether the County shall enter into an Agreement with a Proposer.

SECTION 9 CERTIFICATION FORMS

Any blank spaces on the form(s), qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the submission being declared non-responsive by the County. Any form not applicable is to be returned marked "N/A"

The list of forms below is meant only as a guide. It is the Proposer's responsibility to review and include all requested and required documentation.

Forms		circle one	
LOCAL COMPLIANCE FORMS			
Proposal Form, include acknowledgement of all addenda, signed		YES	NO
Drug-Free Workplace Certification		YES	NO
Public Entity Crimes Sworn Statement		YES	NO
Discrimination Certification		YES	NO
Scrutinized Companies Certification		YES	NO
E Verify Certification		YES	NO
Authorized Signatories/Negotiators		YES	NO
Local Preference Affidavit of Eligibility		YES	NO
REQUESTED DOCUMENTATION			
Project Confirmation Survey	as applicable	YES	NO
Sunbiz.org Print out for Proposer FEI/EIN Number	as applicable	YES	NO
Acord Insurance Form (sample copy from proposer)	as applicable	YES	NO
Women / Minority Business Enterprise Certification	as applicable	YES	NO
Licenses, Certifications, if applicable	as applicable	YES	NO
One (1) Original Submission Package, PAPER COPY) and one (1) exact electronic copy, on thumb drive or CD, of the Submission package. <u>OR</u> Upload one (1) all-inclusive adobe file of the Submission package to the County Website via Vendor Registry.	Required	YES	NO

PROPOSAL SUBMITTAL FORM



HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS

SOLICITATION IDENTIFICATION: **RFP 21-008**

SOLICITATION NAME: **Name: Lead Tourism Consultant**

PROPOSAL SUBMITTED BY:

Proposer's Name

Proposer's Authorized Representative's Name and Title

Proposer's Address 1

Proposer's Address 2

Contact's Name and Title (Print)

Contact's E-mail Address

Contact's Phone Number

Dun's Number

Employer Identification Number/Federal Employer Identification

ACKNOWLEDGEMENT OF ADENDA Proposer represents that:

- It is the sole responsibility of the bidder/proposer to check the Purchasing web-site for any addenda issued for this solicitation.
- Proposer has examined and carefully studied this RFP and the following Addenda (receipt of all which is hereby acknowledged):

Addenda Number	Date Issued	Addenda Number	Date Issued	Addenda Number	Date Issued	Addenda Number	Date Issued

Proposal Disclosure:

LITIGATION, SUSPENDED OR DEBARRED Provide the entity name and final outcome: (attach additional pages if necessary)

Entity Name	Final Outcome

Provide Price for annual professional services \$ _____

Provide Estimate of Annual Expenses (attach itemized list) \$ _____

CERTIFICATION: 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. Proposer has not directly or indirectly induced or solicited any other person 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 person(s) or over the County. The signature below, by an authorized representative and hereby affirm they have read and understand the solicitation requirements.

SUBMITTED ON: _____ 20 _____

PROPOSER NAME: _____

SIGNATURE: _____
Proposer's Authorized Representative (Seal)

PRINTED NAME: _____

TITLE: _____

DRUG FREE WORKPLACE FORM

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

**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: _____

PUBLIC ENTITY CRIMES FORM

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES

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

STATE OF FLORIDA } ss

COUNTY OF _____ }

Before me, the undersigned authority, personally appeared _____ who, being by me first duly sworn, made the following statement:

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

2. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.

3. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.

4. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

5. Neither the bidder or contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the bidder or contractor nor any affiliate of the bidder or contractor has been convicted of a public entity crime subsequent to July 1, 1989.

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

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.)

Public Entity Form (continued)

**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: _____

DISCRIMINATION FORM

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

**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: _____

SCRUTINIZED COMPANY FORM

CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES

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: _____

E-VERIFY FORM

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

**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 _____

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Proposer represents that the following **principals** are authorized to sign proposals, negotiate and/or sign contracts and related documents to which the proposer will be duly bound. Principal is defined as an employee, officer or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Name _____ Title _____

Telephone Number/Email _____

Signature _____ Date _____

Title _____

Name of Business _____

Type of Organization

_____ Sole Proprietorship _____ Partnership _____ Joint Venture* _____ Corporation
_____ Limited Liability Company _____ Non-Profit

Sate Incorporation Document No. _____

Principal Place of Business (Florida Statute Chapter 607) _____

City/County

THE PRINCIPAL PLACE OF BUSINESS SHALL BE THE ADDRESS OF THE PROPOSER'S PRINCIPAL OFFICE AS IDENTIFIED BY THE FLORIDA DIVISION OF CORPORATIONS.

Federal Tax ID #: _____

Joint Venture Firms must complete and submit with their Proposal Response the form titled "Information for Determining Joint Venture Eligibility", and a copy of the formal agreement between all joint venture parties. This joint venture agreement must indicate the parties' respective roles, responsibilities and levels of participation for the project. **If proposing as a Joint Venture, the Joint Venture shall obtain and maintain all contractually required insurance in the name of the Joint Venture as required by the Contract. Individual insurance in the name of the parties to the Joint venture will not be accepted. Failure to timely submit the required form along with an attached written copy of the joint venture agreement may result in disqualification of your Proposal Response.*

LOCAL VENDOR AFFIDAVIT

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

YES ____ NO ____

C. Contractor/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 _____, COUNTY OF _____

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

NOTARY PUBLIC

SEAL

Commission Expiration Date

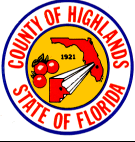
Project Confirmation Survey

Highlands County Purchasing Division

PROJECT CONFIRMATION SURVEY

Solicitation # 21-008 RFP

Lead Tourism Consultant



Section 1 Project Respondent Information		Please return completed form to:	
FROM:		Bidder/Proposer:	
COMPANY:		Due Date:	
PHONE #:		Total # Pages: 1	
FAX #:		Phone #:	
EMAIL:		Fax #:	
		Bidder/Proposer E-Mail:	

Section 2		Bidder/Proposer to enter information in Section 2. Enter the project, similar to the above solicitation, performed for the above respondent (section 1.)	
Bidder/Proposer Name:			
Project Name:	Project Address:	Square Feet	
Summarize Scope:			Bidder/Proposer initiated Change orders

You as an individual or your company has been given as a contact regarding the project identified above. Please assist us by completing the information below. If due to policy you are unable to complete Section 3, please check the in section 3 and skip to section 4. Thank you in advance.

Section 3	<input type="checkbox"/> Check if unable to respond to Section 3 due to policy	Indicate: "Yes" or "No"
1. Did this company have the proper resources and personnel by which to get the job done?		
2. Were any problems encountered with the company's work performance?		
3. Were any change orders or contract amendments issued, other than owner initiated?		
4. Was the job completed on time?		
5. Was the job completed within budget?		
6. If the opportunity were to present itself, would you rehire this company		
7. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10. (10 being highest)		
8. Please provide any additional comments pertinent to this company and the work performed for you:		

Section 4 Project acknowledgement

Please submit non-Highlands County employees as references.

Reference Name (Print Name)

Reference Signature

SEALED PROPOSAL LABEL


If submitting a hard copy - Cut along the outer border and affix this label to your sealed submission envelope/box to identify it as a "Sealed Bid/Proposal"

Deliver to: Highlands County Purchasing Department
600 S. Commerce Ave., 2nd Floor
Sebring, FL 33870

Contact Information: Purchasing
(863) 402-6500



PLEASE PRINT CLEARLY

SEALED BID/PROPOSAL DOCUMENTS • DO NOT OPEN •	
SOLICITATION No.:	RFP 21-008
SOLICITATION TITLE:	LEAD MARKETING CONSULTANT
DATE DUE:	Tuesday, July 14, 2021
TIME DUE:	Prior to: 3:30 PM
SUBMITTED BY:	
<small>(Name of Company)</small>	
<small>e-mail address</small>	<small>Telephone</small>
DELIVER TO:	Highlands County Board of County Commissioners Attn: Purchasing Department, 2 nd Floor Attn: Chris Davis 600 South Commerce Avenue Sebring, Florida 33870
	Note: submissions received after the time and date above will not be accepted.

***Notice: The Date Due/Submission Deadline Date/Opening Date as stated on this label and other forms contained herein may have been updated via issuance of Addenda. It is the sole responsibility of the Contractor/Vendor to monitor the County webpage for any updates. Contractor/Vendor may strike through and update Date Due/Submission Deadline Date/Opening Date to match any updates to this date that have been published via Addenda.**