

# REQUEST FOR PROPOSALS

## 19-022

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Highlands County Tourist Development Council  
POSTCARD MURALS

FEBRUARY 2019



## TABLE OF CONTENTS

INVITATION.....	3
SECTION I. GENERAL TERMS AND CONDITIONS.....	5
SECTION II. LOCAL PREFERENCE AND MBE/WBE PREFERENCE POLICY .....	12
SECTION III. THE COUNTY’S RESERVATION OF RIGHTS .....	13
SECTION IV. ADDITIONAL TERMS AND CONDITIONS FOR RFP 19-022.....	14
SECTION V. GENERAL SPECIFICATIONS FOR RFP 19-022.....	16
SECTION VI. SCOPE OF WORK AND QUALIFICATIONS .....	18
SECTION VII. PROPOSAL FORMAT CRITERIA.....	31
SECTION VIII. PROPOSAL SUBMITTAL FORM .....	35
SECTION IX. SAMPLE EVALUATION SCORE SHEET .....	38
SECTION X. SELECTION PROCESS AND CRITERIA .....	38
SECTION XI. AWARD .....	39
SECTION XII. CONTRACT NEGOTIATIONS AND EXECUTION .....	39
SECTION XIII. CONTINGENT FEES PROHIBITED.....	39
SECTION XIV. TENTATIVE SCHEDULE .....	40
SECTION XV. RFP CONTACT INFORMATION.....	40
SECTION XVI. REQUEST FOR INFORMATION (RFI) CUT-OFF .....	40
SECTION XVII. SAMPLE CONTRACT.....	41
SECTION XVIII. COMPLIANCE REQUIREMENTS.....	59



**HIGHLANDS COUNTY BOARD OF  
COUNTY COMMISSIONERS**  
*Purchasing & Development  
Services Departments*

**REQUEST FOR PROPOSALS (“RFP”)**

The Board of County Commissioners of Highlands County, Florida (“County”) will receive sealed Proposals in the Highlands County Purchasing Department (“Purchasing Department”) for:

**RFP NO. 19-022 Highlands County Tourist Development Council (TDC) - Postcard Murals**

The County is seeking a firm with experience in the design and creation of large scale murals called postcard mural.

Specifications may be obtained by downloading from our website: [www.hbcc.net](http://www.hbcc.net), or [www.VendorRegistry.com](http://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@hbcc.org](mailto:cmdavis@hbcc.org).

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 three (3) exact paper copies and one (1) exact electronic copies (CD’s or thumb drives) of the Proposal submission packet.

PROPOSALS MUST BE DELIVERED to the Purchasing Department, 600 S. Commerce Avenue., Sebring, FL 33870 to reach said office no later **than 3:30 P.M., March 5, 2019** at which time they will be opened. The public is invited to attend this meeting. Proposal envelopes must be sealed and marked with the RFP number and name to identify the enclosed Proposal. 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 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. Pamela Rogers, ADA Coordinator at: 863-402-6509 (Voice), or via Florida Relay Service 711, or by e-mail: [progers@hcbcc.org](mailto:progers@hcbcc.org). 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.hcbcc.net](http://www.hcbcc.net)

**-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.
  2. Proposer means the person or entity submitting a Proposal in response to this RFP.
  3. Contractor or Artist means the Proposer who signs a contract with the County to perform the Scope of Work.
  4. Tourist Development Council, a public agency funding the activity.
  5. City of Avon Park, Florida an incorporated city located in Highlands County.
  6. City of Sebring, Florida an incorporated city located in Highlands County.
  7. Town of Lake Placid, Florida is located in Highlands County.
- B. All Proposals shall become the property of the County.
- C. All Proposals shall comply 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.

### **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.

**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:

(a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. [215.4725](#), or is engaged in a boycott of Israel; or

(b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

1. 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 s. [215.473](#); or
2. 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 local governmental entity for goods or

services of \$1 million or more, the company must certify that the company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria. 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 local governmental entity for goods or services of any amount, the company must certify that the company is not participating in a boycott of Israel.

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

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 Department. 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 with documentation of such authority provided with the submitted Proposal.
- 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: 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: 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. Commercial Automobile Liability Insurance: Contractor 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.
  4. Special Requirements / Evidence of Insurance:
    - a. A copy of the Proposer's current certificate of insurance shall 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) Contractor shall deliver written notice to the County by overnight delivery return receipt requested, hand delivery or confirmed facsimile 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.
  - a. The above requirements are minimum requirements, which are subject to modification in response to high hazard operations.
  - b. 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.
  - c. 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.
  - d. 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.

5. 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 or Bid 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. Proposals are only accepted if delivered to the location and prior to the time specified on the RFP. Proposals must be delivered in a sealed envelope or box. 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. LOCAL PREFERENCE POLICY AND MBE/WBE PREFERENCE POLICY**

- A. In accordance with the County's 2017 Purchasing Manual, Local Preference and MBE/WBE Preference is applicable for this Request for Proposal. Any Vendor claiming Local Preference must complete the Local Vendor Affidavit (See Section XVIII). Any Vendor claiming MBE/WBE Vendor Preference must supply evidence as indicated in the second paragraph below.
1. Any vendor claiming to be a Highlands County Entity shall deliver a written affidavit to the Purchasing Division with their proposal. The affidavit shall certify, that the business meets the definition of a Highlands County Entity, shall provide all necessary information establishing that fact, and shall be signed under penalties of perjury.
  2. W/MBE's may be given preference in the procurement process, after local vendors are given preference, unless otherwise prohibited or waived by the County Administrator. Any vendor claiming to be a W/MBE shall deliver adequate certification with their proposal from one of the following: Florida Minority Supplier Development Council, Women Business Enterprise National Council, The State of Florida Office of Supplier Diversity, Florida Department of Transportation, U. S. Small Business Administration, or Federal Aviation Authority. False representation of any vendor as a W/MBE may subject the vendor to suspension or debarment.

**-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 19-022

- 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 Department will supplement this RFP document with Addendums. These Addendums will be posted on the County's website, [www.hcbcc.net](http://www.hcbcc.net) and [www.VendorRegistry.com](http://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 19-022

- A. PURPOSE: Contractor will provide work as specified for the TDC Postcard Murals in three locations in Highlands County.
- B. MANDATORY PRE-PROPOSAL MEETING: N/A.
- 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.
- E. CONTRACT MANAGER: The Highlands County Development Services Director or the designee of the Services Director. Benjamin Dunn will serve as the "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 signed 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.
- 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.
- K. INVOICING / COMPENSATION:  
Invoices shall be submitted, in sufficient detail to ensure compliance with the contract, to the Contract Manager who will determine if the services rendered are satisfactory. Payment shall be made in accordance with the Local Government Prompt Payment Act, Section 218.70 et. seq., Florida Statutes.  
  
The Contractor's invoice shall include a detailed identification of the services performed, the day the services were performed, and the time performing those services shall be submitted to the Contract Manager and shall include documentation for reimbursable costs incurred by the Consultant during the period covered by the invoice.
- L. FAILURE TO PERFORM: The Contractor shall be prepared to start work after Board approval of the contract signed by the Contractor 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 contracted Contractor holding the Proposal award for these services.

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.

END OF SECTION

## SECTION VI. SCOPE OF WORK AND QUALIFICATIONS

### SCOPE OF WORK

#### Postcard Mural Painting for Highlands County Tourist Development Council (TDC)

The Highlands County Tourist Development Council (TDC) is seeking Request for Proposals for a creative artist(s) for the painting of three separate postcard murals in the City of Avon Park, City of Sebring, and the Town of Lake Placid at pre-selected sites (see addresses below) on existing structures. Photographs of these sites can be seen in Exhibit A. The postcard mural designs shall reflect creativity while maintaining the character of each respective entity. Locations currently anticipated for a mural are:

**a. Avon Park Depot Museum** located at 3 North Museum Avenue in Avon Park, FL. The south facing wall measures 22 feet wide x 12-14 feet high and the texture is rough concrete. The building is owned by the City of Avon Park.

**b. Sebring Civic Center** located at 355 W. Center Avenue in Sebring, FL. The south facing wall measures 58 feet wide x 12 feet 10 inches tall and the texture is concrete block. The building is owned by the City of Sebring

**c. Lake Placid Masonic Lodge** located at 103 North Main Avenue in Lake Placid, FL. This wall measures 43 feet wide x 12 feet six inches wide.

#### 1. Objective

The TDC recognizes the importance of all three postcard murals as they serve as an aesthetic and identifiable focal point in these three communities.

#### 2. Project Intent

The vision for this project is for three signature art works, designed to look like a postcard, of exceptional quality and enduring value located in a prominent public space. This site-specific art work should:

2.1 Provide tourists with a photo location to capture their travels to Sebring, Avon Park & Lake Placid with the intent that they post on social media channels to promote tourism to Highlands County.

2.2 Replicate a vintage postcard depicting images of each city or town's past and present with "Greetings from (insert city)" in the image. (see example images in Exhibit B).

2.3 Enhance the three buildings with a distinctive aesthetic experience both highly visible and welcoming to pedestrians and bicyclists, as well as, those traveling by in passenger vehicles.

2.4 Highlight and provide a recognizable identity for the building and the city or town. 2.5 Be an original art piece appropriate for outdoor installation able to

stand up to severe weather, vandalism, graffiti, etc. The art shall be adequately and safely displayed and secured.

- 2.6 Consider site limitations. The selected artist will need to consider each site's limitations and the art element placement. The design of the artwork should be painted directly onto the surface of the building or – if necessary – attached to the wall.
- 2.7 Create a signature presence for the building. This can be whimsical and/or colorful; incorporate an image or feeling; reflect on the natural environment; or, highlight the important attractions and tourism assets in each location.
- 2.8 Provide excitement and interest for the community as a whole.
- 2.9 Celebrate each city/town's identity and rich heritage.

### **3 Project Phases**

This project will be conducted in two phases once an artist(s) is selected and the contract approved by all parties.

#### **4.1 Phase I – Consultation, Site Specific Rendering and Meetings**

The artist will consult with the TDC representatives and prepare one (1) rendering for each site. The drawing for each site will be presented to the TDC at a public meeting that the artist will attend. The owners will provide input at this time. A per diem travel allowance will be provided to the artist for up to three meetings, if required.

#### **4.2 Phase II – Implementation and Completion of the Design**

The artist will be provided payment for the supplies, materials and equipment. A 50% payment for each project will be provided at the upon completion of 50% of the work. The work should progress as the artist's schedule indicates and final payment will be made upon completion of the postcard art work.

### **5. Mural Terms and Conditions**

- 5.1. **Location and duration.** As set forth above, the locations have been tentatively pre-identified. The period during which the work(s) will be displayed is solely within the discretion of the Highlands County Tourist Development Council (TDC).
- 5.2. **Installation.** The artist will install the artwork on the date and in a manner agreed to by the artist and the TDC. The artist will be solely responsible for the installation.
- 5.3. **Removal.** The TDC will arrange for removal of the work at its discretion.
- 5.4. **Title to Artwork.** Upon TDC's full payment to the artist the title to the artwork shall pass to the TDC for public display and use as identified in the agreement.

The TDC shall become the owner thereof, free and clear of all liens and encumbrances, together with any drawings, design or images produced in connection with its creation which the TDC chooses to retain for archival/historic purposes. In addition, the TDC shall become the owner of all licensing and copyrights to the artwork. The artist will not make any reproduction of the artwork or its imagery without the written permission of the TDC, which may be withheld for any purpose.

- 5.5. **Compliance with Laws.** The artist agrees to comply with all applicable township, county, state, and federal laws, ordinances, rules, regulations and directives. This includes working with the local City/Town Councils, local Police Departments and other county and city representatives to protect pedestrian and automobile safety during the installation of the artwork.
- 5.6. **Insurance.** The artist is responsible for her/his workers' compensation, personal liability and liability insurance during installation of the artwork. The TDC will not provide insurance coverage for the artist or for the artwork.
- 5.7. **No Assignment.** The artist has no right to assign or transfer any rights to any other party.
- 5.8. **Successors and Assigns.** The respective heirs, executors, administrators, successors and assigns of the artist and the TDC will be bound by the terms of this agreement.
- 5.9. **Indemnification.** The artist agrees to indemnify and hold harmless the TDC, the Board of County Commissioners, the City of Sebring, the City of Avon Park, the Town of Lake Placid and the owners of the property on which the artwork is ultimately displayed against all losses, damages, costs, and expenses, including reasonable attorney's fees, resulting from the breach of any term of this agreement, or from the artist's negligence.
- 5.10. **No Duress.** Artist has carefully read the foregoing and states that she/he fully understands the project and the contract and consents to enter into contract at her/his own free will and without duress.
- 5.11. Any proposal made by the artist will be considered based on the criteria identified in this Request for Proposal. Any Proposal and resulting contract will be construed and enforced with and governed by the laws of the State of Florida.

## 6. Required information

**Artists interested in this project must prepare and submit the following:**

- 6.1. **Letter of Interest**, no more than one page in length, which explains your interest in the postcard mural project. Please include your name and contact information and state the format of your sample submittal (CD or DVD).
- 6.2. **Proposed Artwork Concept for each location.** This proposal shall include conceptual design drawings, paintings or sketches, sufficient to

communicate the artist concept. It should include a budget and timeline and describe the specifications for the artwork related to materials, size, weight, installation requirements and maintenance guidelines.

6.3. **Artist's Statement**, no more than 200 words in length, describing your work.

6.4. **Current Resume**. If submitting as a team, an individual resume should be submitted for each team member.

6.5. A list of at least **three professional references** familiar with your work and working methods. The list must include complete addresses and telephone numbers.

6.6. **Preparation & Maintenance Plan** for each of the three postcard mural locations. 6.7. **Work samples** on CD or DVD of your work. Artists applying as a team should submit work samples of each individual artist's work. All work samples must be submitted in either of the two following formats:

- a. A minimum of eight digital images saved on one CD. You must number and title each file and include a description sheet with corresponding numbers. The sheet should list your name and the titles, dates, media, and dimensions of your work.
- b. At least one video(s) via QuickTime files depicting the artist(s) working on a previous project.
- c. *Optional*: Each artist may include up to three selections of support materials such as reviews, news articles, web links or other related information.

## 7. Schedule

The artist shall submit a timeline indicating an approximate scheduled to complete the artwork.

## 8. Budget

The artist shall submit a proposed budget for each project site and the budget for the supplies, materials and equipment must be identified for each site.

9. Preparation for the accomplishment of Postcard Mural Project requires the artist to:

- 9.1 Prepare any cement walls by sanding and applying one coat of primer and two coats of gesso according to manufacturer's instructions. (Indicate

actual preparation plans, what materials will be used by naming brands, major colors, make up of those materials, and how they are applied.)

9.2 Final prepared surface will be lightly sanded to remove surface imperfections.

9.3 Two applications of anti-graffiti/anti-ultraviolet coating will be applied by the artist according to manufacturer's instructions.

## **10. Artist Maintenance Plan**

Some elements suggested herein may not apply to all locations. Artists must each submit an original maintenance plan with their proposal.

10.1 Recommended future maintenance plan. (Indicate recommended routine surface inspections, surface cleaning, or additional coats of protective paint.)

## Postcard Mural Artist Application

Name(s): \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_  
Zip code: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_  
Website: \_\_\_\_\_

A complete application must include the following:

- Artist application form
- Project description
- Images of previous work
- A color representation of the proposed mural
- Itemized budget, including time and materials
- Maintenance Plan

As an applicant for the opportunity to complete this public art project for the Highlands County Tourist Development Council (TDC), I certify that all works submitted represented as my work are the product of my creation and no other. I further certify that all statements made in this application are true to the best of my knowledge.

I understand that the TDC may make duplicates of my images and application materials for the purpose of the consideration of my application, the upcoming exhibition, and for promotional materials concerning the project.

I understand that any liability for loss or damage to my application or images is not the responsibility of the TDC or the panel of jurors installed to review applications.

Applicant signature: \_\_\_\_\_

Date: \_\_\_\_\_

Exhibit A and B



## EXHIBIT A

City of Avon Park Site

3 N. Museum Ave, Avon Park, FL 33825

CITY OF AVON PARK  
TDC MURAL POSTCARD PROPOSED LOCATION  
1<sup>ST</sup> PREFERENCE  
Depot Museum (City Owned)  
3 N Museum Avenue, Avon Park

Page 20 of 22

-----  
Wall Faces Main Street, lots of vehicle traffic, considerable foot traffic, and Train tracks by building, can be viewed by train passengers. It is in the vicinity of Avon Park Public Library and Community Center



The "MUSEUM" lettering can be removed. Windows and window seals are historical part of building, asking that artist incorporate into the mural. Suggestion: Window seals top of wall, perhaps be part of a train design.

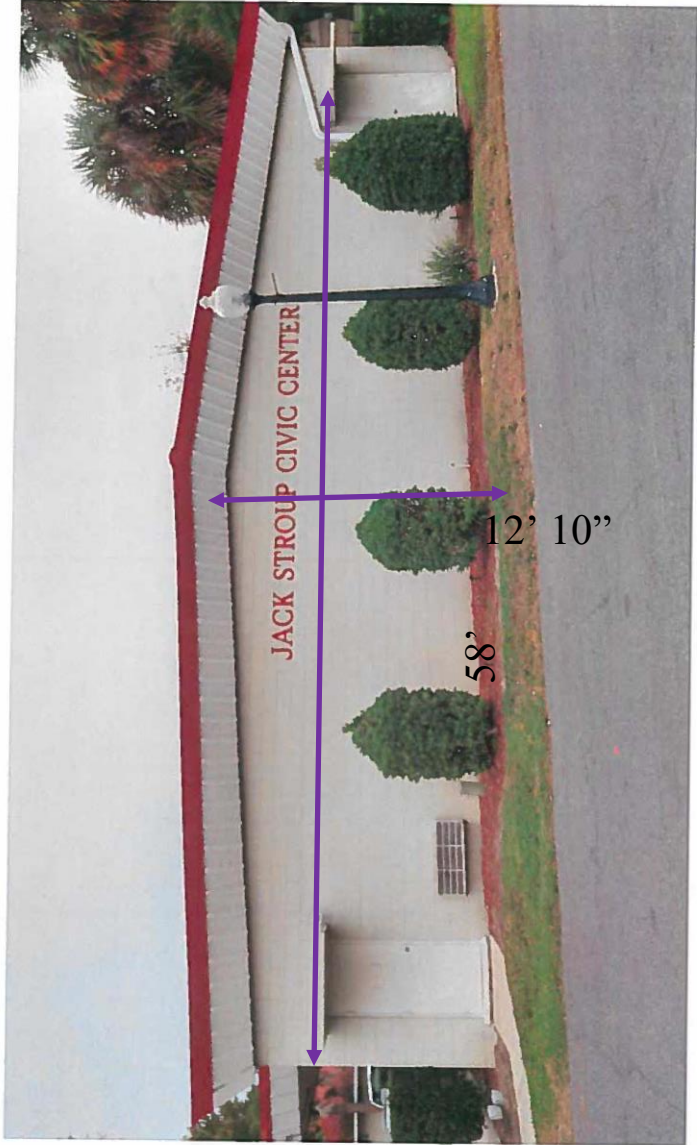
Area measures 22 feet wide by 12-14 feet high. Texture= Rough Concrete

City of Sebring Site

355 W. Center Street, Sebring, FL 33870

Page 32 of 34

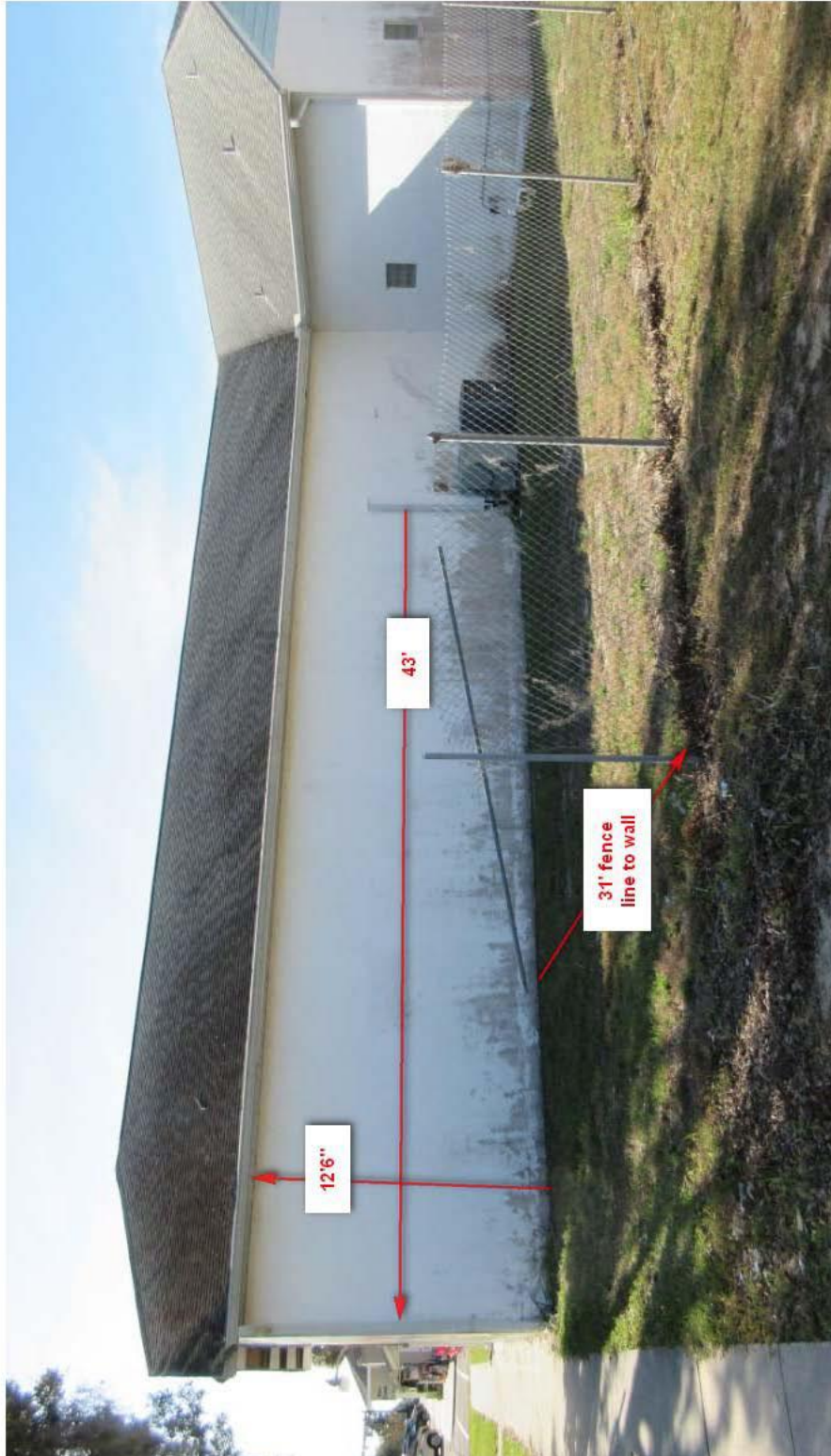
Page 28 of 43





**Town of Lake Placid Site**

103 N. Main Ave, Lake Placid, FL 33852



**EXHIBIT B**













## SECTION VII. PROPOSAL FORMAT CRITERIA AND PRESENTATION CRITERIA

- 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. Proposals must be sealed and marked with the name of the Proposer, the RFP number and title so as to identify the enclosed Proposal.
- C. Each Proposal 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.
1. 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:
      - (1) Confidential information is not required to be included in the electronic copy. 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.
- 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" bound document. Proposals shall not exceed seventy-five (75) 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. Postcard Mural Artist Application (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 seventy-five (75) page allowance.

**TAB-B**

1. Letter of Interest -----(Maximum of 5 points)
  - a. Briefly explain your interest in the postcard mural project 1 page in length
2. Minority or Woman Owned Business Certificate -----(Maximum of 3 points)
 

Please note, this certificate must be held by the Proposer.

and/or Local Business (Submit Local Business Affidavit) -----(Maximum of 3 points)
3. Proposed Artwork Concept- -----(Maximum of 30 points)
  - a. Describe in detail your understanding and approach to completing the Scope of Work. Including Proposed artwork concept.
  - b. Provide a schedule to complete the Scope of Work.
4. Artist Statement – (Maximum 10 points)
 

Prepare an artist statement of not more than 200 words describing each work.
5. Relevant Experience -----(Maximum of 35 points)
  - a. Resume
  - b. Provide links or materials to at least three (3) reference projects having similar Scope of Work created by the person or persons identified in response to Tab-B (5) who will perform the services under the contract with the County pursuant to this RFP.
6. Timeline -----(Maximum of 5 points)
 

Provide a schedule for each site

Work Samples – a Minimum of 8 samples each identified can be provided.
7. Price Proposal --- (Maximum of 10 points)

- a. Include a Price Proposal for each identified space on the proposal form.
  - (1) Identify and provide the total price for the Scope of Work described in Section VI for each of the following categories;
    - (a) Phase 1(b) Phase 2

8.. Maintenance Plan

(Maximum points 5 points)

Recommended maintenance plan to keep the artwork/design in good condition. Indicate any future routine surface inspections, surface cleaning, or protective paint.

**TAB-C**

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

The Proposer may include any other information that Proposer deems to be pertinent, this may include up to three reviews, news articles, web links or other related information but not specially requested pursuant to this RFP. Please note that pages under Tab-C shall count toward the seventy (75) page allowance.

**G. PRESENTATIONS (If Requested)**

(MAXIMUM 25 POINTS PER EVALUATOR)

After preliminary scoring based on the above criteria, presentations/interviews as part of the evaluation process may or may not 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. A two (2) week notice will be given to the Proposers invited to give presentations. Presentations by Vendor 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 19-022 Highlands County Tourist  
Development Council (TDC)- POSTCARD  
MURALS

PROPOSAL SUBMITTED TO: HIGHLANDS COUNTY BOARD OF COUNTY  
COMMISSIONERS – PURCHASING AND  
DEVELOPMENT SERVICES DEPARTMENTS

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:

- 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**

a. Site 1 - Avon Park Depot Museum

	POSTCARD MURALS	Price
Phase 1	Consultation, Site Rendering and Meetings, as required (excluding per deim travel costs)	
	Cost for supplies, materials and equipment	
Phase 2	Implementation and completion of the Design	
<b>TOTAL PRICE FOR SITE 1</b>		

Days to complete: \_\_\_\_\_

b. Site 2 - Sebring Civic Center

	POSTCARD MURALS	Price
Phase 1	Consultation, Site Rendering and Meetings, as required (excluding per deim travel costs)	
	Cost for supplies, materials and equipment	
Phase 2	Implementation and completion of the Design	
<b>TOTAL PRICE FOR SITE 2</b>		

Days to complete: \_\_\_\_\_

c. SITE 3 - Lake Placid Masonic Lodge

	POSTCARD MURALS	Price
Phase 1	Consultation, Site Rendering and Meetings, as required (excluding per deim travel costs)	
	Cost for supplies, materials and equipment	
Phase 2	Implementation and completion of the Design	
TOTAL PRICE FOR SITE 3		

Days to complete: \_\_\_\_\_

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**

<b>CRITERIA FOR EVALUATION</b>	<b>Maximum Points</b>	<b>Score</b>
B-1) Letter of Interest	5	
B-2) Minority or Women Owned Businesses	3	
B-2) Local Preference Not more than 5% of total score	3	
B-3) Proposed Artwork Concept	30	
B-4) Artist Statement	10	
B-5) Relevant Experience	35	
B-6) Timeline	5	
B-7) Price Proposal	10	
B-8) Maintenance Plan	5	
<b>SUBTOTAL MAXIMUM POINTS</b>	<b>106</b>	
<b>PRESENTATION (If Requested by the Evaluation Committee)</b>	<b>25</b>	
<b>TOTAL</b>		

**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 ranked based upon the RFP Evaluation Criteria. Each Evaluation Committee member shall perform the member’s own independent ranking. 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.

- 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. If any, 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 for each site 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 factors 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.

**SECTION XIV. TENTATIVE SCHEDULE**

DATE	TIME	EVENT
February 2, 2019		First Advertisement
February 9, 2019		Second Advertisement
February 25, 2019	5:00 P.M.	Deadline to submit questions (RFI's)
February 27, 2019	5:00 P.M.	Deadline to release responses by County to RFI's
March 5, 2019	3:30 P.M.	Proposal due date
March 20, 2019	10:00 A.M.	Review/Ranking of Proposals by the Evaluation Committee
April 4, 2019	10:00 A.M.	Presentations / Interviews (at the discretion of the Evaluation Committee)
April 10, 2019		Anticipated award date
April 16, 2019		Anticipated contract consideration by the Board, if required

**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  
Highlands County Purchasing Department  
600 S. Commerce Ave., Sebring, FL3870-3809  
Phone: (863) 402-6528; Email: cmdavis@hcbcc.org*

**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 February 25, 2019, to the person identified in Section XV of this RFP. The County shall release all responses to RFI by February 27, 2019.

**-END OF SECTION-**



**SECTION XVII. SAMPLE CONTRACT**

**AGREEMENT  
FOR MURAL INSTALLATION AND MAINTENANCE**

This AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between Highlands County, a political subdivision of the State of Florida (hereinafter "the County") whose address is 600 South Commerce Avenue, Sebring, Florida 33870, the City of Avon Park, a municipality of the State of Florida, located at 110 E. Main Street, Avon Park, Florida 33825 (hereinafter "Owner", and \_\_\_\_\_ (hereinafter "The Artist"), of \_\_\_\_\_, Florida \_\_\_\_\_.

**RECITALS**

**WHEREAS**, County and Owner understand the importance of art in public places and the role that murals play in attracting tourists to Highlands County to view artwork and to attend events in Highlands County; and

**WHEREAS**, County desires to retain creative painting services for the painting of three separate postcard murals (hereinafter referred to as "Mural") in the City of Avon Park, the City of Sebring and the Town of Lake Placid, Florida, at a selected building site; and

**WHEREAS**, Highlands County is authorized to distribute tourist development tax funds for the promotion of tourism in Highlands County; and

**WHEREAS**, Owner, Artist, and County (hereinafter collectively referred to as "Parties") desire to execute an agreement establishing the Parties' rights and responsibilities with respect to the installation, maintenance, and ownership of the Mural.

**WHEREAS**, Owner, County and Artist agree to execute an Agreement to complete a rendering and Mural for each building site.

**NOW THEREFORE**, in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter contained, the Parties agree as follows:

**ARTICLE 1. DEFINITIONS.**

- a. "Building" means the building located at \_\_\_\_\_, Avon Park, Florida.
- b. "Commercial" means words or images used elsewhere in the marketplace for the purpose of promoting a particular business, product, service, cause, place or brand.

c. "Commercial element" means art that by virtue of its location or proximity to a business may serve a minimal commercial purpose. If that art was in a different location, it would be considered pure art and not commercial in nature.

d. "Good condition" means that the Mural is free of dirt, debris, and any other object or substance interfering with the public's view of the Mural.

e. "Installation and Maintenance Plan" means a plan that describes phases of work for installation of the Mural and description of tasks for maintenance of the Mural at specified intervals during the lifetime of the Mural.

f. "Mural" means the painting executed by the Artist directly onto the exterior wall selected by the County upon the County's approval of the Installation and Maintenance Plan.

g. "Property" means the parcel of property with an address of \_\_\_\_\_, Avon Park, FL 33825.

h. "Rendering" means the Artist's sketch or graphic design or other means of illustration, produced onto paper, of a scale rendition of the proposed Mural, including the color, shading and texture of the proposed Mural

i. "TDC" means the Highlands County Tourist Development Council.

**ARTICLE 2. SCOPE OF WORK.** The Scope of Work for this Agreement requires the Artist to create the Rendering; prepare an Installation and Maintenance Plan; a budget for the installation of the Mural represented by the Rendering; and to install the Mural for the building site as more fully described in Exhibit "A" to this Agreement.

**ARTICLE 3. PRICE AND PAYMENT SCHEDULE.** The Artist shall complete the Scope of Work subject to the conditions herein, for a budget of \$\_\_\_\_\_, payable as follows:

a. Upon selection of the Rendering and the Installation and Maintenance Plan of the Mural by the Highlands County Tourist Development Council (TDC), and subsequent approval of a budget for installation of the Mural by the TDC, a written Notice to Proceed will issued and accompanied by an initial payment in an amount equal to the cost of supplies and equipment in the Artist's proposed budget; and

b. Payment in the amount of fifty percent (50%) of the remaining budget shall be paid to Artist upon completion of 50% of the Mural and receipt of written approval from the COUNTY's Project Manager; and

c. Payment in the amount of the remaining balance of the Artist's budget shall be paid to Artist upon completion of the Mural and receipt of written approval and a Letter of Acceptance of the Mural from the COUNTY's Project Manager.

**ARTICLE 4. PAYMENT PROCEDURES.** The Mural shall be deemed accepted and received by County upon the Artist's receipt of the County's written approval. The Artist shall submit invoices within thirty (30) calendar days after completion of the Mural. Invoices shall be submitted separately for each Mural accepted by County. Invoices shall be submitted to the County in sufficient detail to ensure compliance with this Agreement and shall include identification of the Mural by a County identification number. Payment(s) shall be made in accordance with the Board's Prompt Payment Policy and the Local Government Prompt Payment Act, Section 218.70 et. Seq., Florida Statutes.

**ARTICLE 5. OWNER’S COVENANTS.**

- a. Authorization. Owner covenants that Owner owns the property located at \_\_\_\_\_ (the “Property”), and that Owner is authorized to permit the Mural’s installation upon the \_\_\_\_\_ facing wall of the Property, and will permit Artist to install the Mural following this Agreement’s execution. Further, the Owner consents to attendance of the meeting of the Highlands County Tourist Development Council (TDC) to provide input during the consideration of the renderings and selection of a Mural by the TDC for placement on the Owner’s property.
- b. Maintenance and Repair. Owner covenants to maintain and repair the Mural during the term of this Agreement to ensure that the Mural is maintained in a state of good condition.
- c. Lighting and Security. Owner covenants to provide lighting to aid in reducing vandalism and other acts that might cause damage to the Mural, including graffiti. To provide additional security upon completion of the Mural, Owner shall provide surveillance of the Mural and post a notice in a visible location stating that the Mural is under video surveillance.
- d. License. Owner grants a license and a right of ingress and egress to County and Artist for placement and maintenance of the Mural on the building for the lifetime of the Mural and during the term of this Agreement.

**ARTICLE 6. COUNTY’S COVENANTS.** The County shall provide or perform the following:

- a. All paint for the Mural;
- b. Payments for the services of the artist in accordance with Articles 3 and 4 of this Agreement.
- c. Approval of the rendering and the Mural.

**ARTICLE 7. COUNTY PROJECT MANAGER.** The County Project Managers are Benjamin Dunn and Casey Wohl, 501 South Commerce Avenue, Sebring, Florida 33870.

**ARTICLE 8. TERMS OF AGREEMENT.**

- a. Term. This Agreement shall have a term of ten (10) years from the date of execution, unless terminated pursuant to Article 10.
- b. County’s Termination. County may elect to terminate this Agreement without any liability to Artist or Owner if the Mural is not installed or maintained in accordance with this Agreement.

**ARTICLE 9. DATE OF COMPLETION.** The Artist agrees to complete the Mural by the end of the term of this Agreement, subject to the following conditions:

- a. Completion of the painting of each Mural shall be extended for such period of time as the Artist may be disabled by illness preventing progress of his/her work, subject to Article 10.c. of this Agreement;

- b. The completion date shall also be extended in the event of delays caused by events beyond the control of the Artist, including but not limited to fire, hurricanes, tornadoes, shortage of materials, and any act of God, subject to Article 10.c. of this Agreement.

**ARTICLE 10. TERMINATION.** This Agreement may be terminated on the following conditions:

- a. The County shall have the right to terminate this Agreement for the County's convenience.
- b. The County shall have the right to terminate this Agreement if the Artist fails without cause to complete the renderings as required by the terms of this Agreement or fails to complete the Mural within 30 days after the completion date established in the Scope of Work. In the event of termination pursuant to this subparagraph, the Artist shall return to the County any advanced funds or payments made pursuant to the terms of this Agreement, but shall not be liable for any additional expenses, damages, or claims of any kind based on the failure to complete the Mural; or,
- c. The County shall have the right to terminate this Agreement, if pursuant to Article 9.a., the illness of the Artist causes a delay of more than 60 days in the completion date or if events beyond the Artist's control cause a delay of more than 90 days in the completion date, provided, however, that the Artist shall return any advanced funds or payments to the County.
- d. In the event of such termination, Owner may elect to cover or remove those parts of the Mural that have been installed.

**ARTICLE 11. OWNERSHIP AND INTELLECTUAL PROPERTY.**

- a. The Artist warrants and represents that the renderings and the Mural transferred by this Agreement have never heretofore been published or copied and that the Artist is the sole owner of all rights therein, including but not limited to the right to prevent the making and dissemination of copies, including post cards, T-shirts, posters, and related materials, and the right to obtain statutory copyright extending to him/her the exclusive right to manufacture and sell the above items and copies for a full statutory term and renewal thereof.
- b. The Parties understand and agree that this sale of the rendering and the Mural to County includes an assignment of any and all rights of the Artist, under local, state, and federal law, including common and statutory law, and the County shall receive every legal protection that could be accorded to the Artist. The Artist further covenants to cooperate, in any action brought by the County or Owner to protect the rights herein conveyed.
- c. Ownership: County, its successors and assigns, shall own all rights in the Mural except as specified below.
- d. Copyright. Subject to the restrictions and usage rights and licenses granted to Owner hereunder, and unless otherwise agreed to by the parties in writing, Artist shall retain all 17 U.S.C. §106 copyrights in all original works of authorship produced under this Agreement. If Artist is comprised of two or more individual persons, the individual persons shall be deemed joint authors of the Mural.

e. Owner's Intellectual Property License. Artist hereby grants to Owner, and to Owner's agents, authorized contractors and assigns, and to County an unlimited and irrevocable license to do the following with respect to the Mural:

(i) Owner may use and display the Mural on the Property only.

(ii) Owner and County may make, display, distribute and sell, and authorize the making, display, distribution and sale of photographs and other reproductions of the Mural. Owner and County may use such reproductions for any Owner-related or County-related purpose, including advertising, educational and promotional materials, brochures, books, flyers, postcards, print, broadcast, film, electronic, and multimedia publicity. Owner and County shall ensure that such reproductions are made in a professional and tasteful manner, in their sole and reasonable judgment. Owner and County shall make reasonable efforts to ensure that such reproductions include the following credit line and copyright notice where practicable: "[Title of Artwork]" © [Year of completion] by [Artist's name].

Failure to include such credit line and notice in any reproductions shall not constitute a breach of this agreement. Neither Owner nor County may license or sublicense its rights for any private or commercial purpose.

f. Third Party Infringement. Artist represents and warrants that the Mural is the sole work of the Artist and does not infringe the intellectual property rights of any third parties. Neither Owner nor County is responsible for any third party infringement of Artist's copyright or for protecting Artist's intellectual property rights. Further, Artist agrees to indemnify Owner and County against any claims brought against Owner or County alleging that the Mural infringes the intellectual property rights of any third parties.

g. Publicity. Owner and County shall have the right to use Artist's name, likeness, and biographical information, in connection with the display or reproduction and distribution of the Mural. Artist shall be reasonably available to attend any ceremonies related to the Mural.

h. Trademark. In the event that Owner's or County's use of the Mural creates trademark, service mark or trade dress rights in connection with the Mural, Owner and County shall have an exclusive and irrevocable right in such trademark, service mark, or trade dress.

i. Waiver of Artist's Rights. With respect to the Mural produced under this Agreement, and in consideration of the procedures and remedies specified in this Agreement, Artist hereby waives any and all claims, arising at any time and under any circumstances, against Owner and County, its officers, agents, employees, successors and assigns, arising under the federal Visual Artists Rights Act (17 U.S.C. §§106A and 113(d)), and any other local, state, federal or international laws that convey rights of the same nature as those conveyed under 17 U.S.C. §106A or any other type of moral right protecting the integrity of works of art. Specifically, Artist hereby waives any and all such claims against Owner or any future owners of the Property, and its agents, officers and employees, and County. Artist hereby represents and warrants that the Artist is authorized to sign this waiver.

**ARTICLE 12. INDEPENDENT CONTRACTOR.** Artist is, and shall be, in the performance of all work, services, and activities under this Agreement, an Independent Contractor and not an employee, agent or servant of County or Owner. All persons engaged in any of the work or services performed by or for Artist pursuant to this Agreement shall at all times, and in all places, be subject to Artist's direction, supervision, and control as an employee of Artist. Artist shall exercise control over the means and manner in which its employees perform the work, and in all respects Artist's relationship and the relationship of its employees to County or Owner shall be that of an independent contractor and not as employees or agents of County or Owner. Services

performed by Artist pursuant to this Agreement are solely for the benefit of County. Nothing contained in this Agreement creates any duties on the part of Artist toward any third party.

**ARTICLE 13. INDEMNIFICATION.** Artist shall, in addition to any other obligation to indemnify the County and Owner and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the Owner and the County, its elected officials, employees, agents, and volunteers from and against all claims, actions, liabilities, losses, costs, including attorneys' fees and all costs of litigation, and judgments of every name and description to the extent arising out of the performance of this Agreement or work performed under or related to this Agreement, except to the extent caused by the: (a) negligent or willful act on the part of the Owner or the County, its officers, employees, volunteers or agents; (b) inaccuracy of any of the Owner's or County's representations and warranties set forth herein; or (c) negligent or willful acts of any party other than Artist, its officers, employees or agents. This Indemnification shall also cover all claims brought against the Owner or the County, its elected officials, employees, agents, or volunteers by any employee or agent of the Artist. The Artist's obligation under this Indemnification shall not be limited in any way to the agreed upon contract price as shown in this Agreement or the Artist'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.

#### **ARTICLE 14. INSURANCE**

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

(a) Workers' Compensation. Artist 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: Artist shall have and maintain commercial general liability (CGL insurance with limits of not less than \$1,000,000 each occurrence. 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.

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

14.2 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 include

Owner and Highlands County, a political subdivision of the State of Florida and its elected officials, agents, employees and volunteers as "Additional Insureds" for claims caused by the negligent acts or omissions of Artist, its employees, agents or contractors on all policies except Workers' Compensation and Professional Liability.

(b) Artist shall deliver written notice to the County Purchasing Manager, 600 South Commerce Ave., Sebring, FL 33870, by overnight delivery return receipt requested, hand delivery, facsimile FAX (863) 402-6735 or confirmed e-mail at [cmdavis@hcbcc.org](mailto:cmdavis@hcbcc.org), thirty (30) days prior to giving or within three (3) days after receiving notice of cancellation, material modification, non-renewal, or any other lapse in coverage of any required insurance policies.

(c) In the event the insurance coverage will expire prior to termination of this Agreement a renewal certificate shall be issued thirty (30) days prior to the 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 to the extent permitted by law. 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 Agreement, including any extended Term, County may suspend the Agreement 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 Agreement for cause and Artist shall be responsible for all direct and indirect costs associated with such termination.

14.3 These insurance requirements constitute the minimum requirements and shall in no way lessen or limit the liability of the Artist.

**ARTICLE 15. LAWS AND REGULATIONS.** Artist shall comply with all laws and regulations applicable to providing the services, materials, and equipment specified in this Agreement. Artist shall comply with all federal, state, and local laws that may affect the services, material, and equipment specified by this Agreement.

**ARTICLE 16. LICENSES, CERTIFICATIONS, PERMITS AND FEES.** Artist shall hold all licenses and certifications and comply with all laws, ordinances, and regulations, applicable to the work required herein. Any of the Artist's personnel who perform services shall be lawfully licensed and certified, to the extent required by law. Damages, penalties, and fines imposed on County or Artist resulting from Artist's failure to obtain and maintain required licenses and certifications shall be borne by Artist. All fees, permits, certifications and licenses are the responsibility of the Artist and are included in the Agreement price.

**ARTICLE 17. LIMITED THIRD PARTY BENEFICIARIES.** County shall not be obligated or liable to any person, organization or entity other than Artist. No provision in this Agreement 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 Agreement, including but not limited to any citizen or employee or agent of County, or employee or agent of Artist.

**ARTICLE 18. RISK OF LOSS.** Upon commencement of painting, Artist shall have all risk of loss or damage to the painting until the painting is received and accepted by County. Therefore, the Artist shall devise and erect sufficient means for the protection and security of the Mural during the painting process.

**ARTICLE 19. COUNTY'S DEFAULT.** In the absence of default by Artist, County shall be deemed to be in default upon failure to comply with the terms of this Agreement.

County will have thirty (30) days from receipt of written notice of default from Artist in which to cure County's default. In the event that County fails to cure a default, Artist is entitled to cure the default by seeking reimbursement from County for all costs expended. However, nothing herein shall be construed to be a waiver of sovereign immunity by the County or the limitations of Section 768.28, Florida Statutes.

**ARTICLE 20. OWNER'S DEFAULT.** In the absence of a default by County or Artist that impaired or prohibited OWNER's performance under the terms of this Agreement, OWNER shall be deemed to be in default upon the occurrence of failure to comply with the terms of this Agreement.

**ARTICLE 21. ARTIST'S DEFAULT.** In the absence of default by County, or Owner that impaired or prohibited Artist from complying with the terms of this Agreement, Artist shall be deemed to be in default upon the occurrence of any failure to comply with the terms of this Agreement, including the failure to maintain the Mural in good condition for the term of this Agreement. Artist shall have thirty (30) days from receipt of written notice of default from County in which to cure the default. In the event that Artist fails to cure a default, County is entitled to cure the default and seek reimbursement from Artist for all costs, fees, and other expenses, including attorney's fees and court costs from Artist. Further, County is entitled to proceed directly to assert a legal claim against Artist and to recover all attorney's fees and court costs associated with such claim and litigation.

**ARTICLE 22. AMENDMENT OR WAIVER.** This Agreement may be changed, discharged, or terminated only by writing signed by all parties hereto. No waiver of any provision of or performance, right or obligation under this Agreement shall be valid except when delivered to the other party to this Agreement pursuant to the notice provisions of Article 29 of this Agreement. No delay or omission by any party in exercising any right with respect hereto shall operate as a waiver. A waiver on any one occasion shall not be construed as a bar to, or waiver of, any right or remedy on any further occasion.

**ARTICLE 23. FAILURE TO PERFORM.** Failure to satisfactorily perform the terms of this Agreement may result in written notice to the non-performing party terminating its right to proceed as to the whole or any part of the Agreement. The non-performing party will be responsible for



any additional costs incurred by the other party if the non-performing party fails to satisfactorily perform as required herein, providing the other party notifies the non-performing party in writing of the performance failure and provides the non-performing party thirty-one (31) days to correct the performance failure.

**ARTICLE 24. SEVERABILITY.** To the extent any provision of this Agreement is prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition, or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

**ARTICLE 25. GOVERNING LAW.** This Agreement 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.

**ARTICLE 26. 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.

**ARTICLE 27. ENTIRE AGREEMENT.** This Agreement is the entire agreement between the parties relating to the subject matter hereof, and it supersedes all prior oral and written agreements, undertakings, negotiations, statements and representations, and it shall not be amended or modified except in a writing signed by each party. Thus, this Agreement and all incorporated documents constitute the entire Agreement between the parties relating to creative painting services for vehicles and equipment deemed surplus by the Board of County Commissioners.

**ARTICLE 28. BINDING EFFECT.** All of the terms of this Agreement, as amended from time to time, shall be binding upon, inure to the benefit of, and be enforceable by the respective agents, heirs, successors and assigns of the Artist and the County.

**ARTICLE 29. SOVEREIGN IMMUNITY.** COUNTY and OWNER do not agree to indemnify ARTIST for any purpose. Nothing in this Agreement shall be construed to alter COUNTY and OWNER's immunity or extend COUNTY and OWNER's liability beyond limits established in Section 768.28, Florida Statutes, nor shall anything in this Agreement be construed as consent to be sued by any third party.

**ARTICLE 30. CONSENT OF JURISDICTION AND VENUE.** In the event that any party to this Agreement commences a lawsuit or other proceeding relating to or arising from this Agreement, 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 31. NOTICES AND DESIGNATED CONTACT PERSON.** Any notice required or permitted by this Agreement 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  
Development Services  
501 S. Commerce Ave.  
Sebring, FL 33870  
Attn: Benjamin Dunn, Development Services Director

To Artist: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To Owner: City of Avon Park  
110 E. Main Street  
Avon Park, FL 33825  
Attn: \_\_\_\_\_

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

For the County: Benjamin Dunn, Development Services Director

For the Artist: \_\_\_\_\_

For the Owner: \_\_\_\_\_

**ARTICLE 32. ASSIGNMENT.** This Agreement may not be assigned by any party hereto or to any other person or entity without the prior written consent of the other party. Headings are for convenience only and do not affect, limit or control the meaning, effect or application of any provision of this Agreement. No consent or waiver, express or implied, of any right, obligation, breach or default under or affected in any way by this Agreement by any party will be deemed a consent or waiver of any other breach or default by that party. This Agreement may be executed in one or more counterparts, each of which will constitute the same agreement, whether or not all parties execute each counterpart. This Agreement shall be binding upon Artist, Owner, and County and upon the respective, heirs, legal representatives, successors and assigns.

**ARTICLE 33. TAXES.** County is a political subdivision of the State of Florida and is not subject to payment of federal excise or state sales taxes.

**ARTICLE 34. PUBLIC ENTITY CRIMES STATEMENT.** Artist 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 Agreement, assures to County that neither Artist nor agents, officers or employees of Artist is on the convicted vendor list and that it is otherwise in compliance with the statute.

## **ARTICLE 35. MISCELLANEOUS PROVISIONS**

35.1 Upon the occurrence of any event of default and failure of the defaulting party to cure the default within thirty-one (31) days after receiving written notice, all obligations on the part of the non-defaulting party to perform any services or work or make any further payments of funds pursuant to this Agreement, other than payments for amounts due prior to the defaulting party's default, shall, if the non-defaulting party so elects, terminate, but the non-defaulting party 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.

35.2 In the event of legal proceedings to enforce the terms of this Agreement the prevailing party shall be entitled to reasonable attorneys' fees and costs, including attorneys' fees and costs upon appeal.

35.3 Artist certifies by signing this Agreement that no Commissioner or employee of the Board has solicited or accepted gratuities, favors or anything of monetary value from Artist or parties to subcontracts. Artist and Artist'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.

35.4 The parties shall cooperate fully with one another in the scheduling and coordination of all phases of the Scope of Work.

35.5 Artist 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 Agreement and performance of the Scope of Work open to the inspection of County and its authorized agents at any time.

35.6 County reserves the right to review the records of billings and services performed by the Artist for County at any time during this Agreement period. The Artist shall provide County with copies of any records related to this Agreement requested by County.

35.7 Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL ONE PARTY TO THIS AGREEMENT BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, OR ANY ACTIVITIES PERFORMED IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF WHETHER A CLAIM MADE BY THAT PARTY IS BASED ON CONTRACT OR TORT.

35.8 Survival. The provisions contained in Article 10 shall survive the expiration or termination of this Agreement.

35.9 Relationship of the Parties. Nothing contained in the Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the Parties. The relationship between the Parties shall at all times be that of independent contractors. Neither Party shall have authority to contract for or bind the other in any manner whatsoever. The Agreement confers no rights upon either Party except those expressly granted herein.

**ARTICLE 36. COMPLIANCE WITH SECTION 287.135(3)(b), FLORIDA STATUTES.** Pursuant to Section 287.135(3)(b), Florida Statutes, County may terminate this Agreement, at the option of its Board of County Commissioners, if the Artist is found to have submitted a certification required by Section 287.135(5), Florida Statutes, that is false or if Artist is or has been placed on the

Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel or if Artist 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 Artist is or has been engaged in business operations in Cuba or Syria.

### **ARTICLE 37. EMPLOYMENT ELIGIBILITY VERIFICATION.**

#### 37.1 Definitions. As used in this Article.

- (a) Employee assigned to this Agreement means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under this Agreement. An employee is not considered to be directly performing work under this Agreement 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 Agreement.
- (b) Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of this Agreement or a subcontract under this Agreement. 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 Artist 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.

#### 37.2 Enrollment and verification requirements.

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

37.3 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>.

37.4 Individuals previously verified. Artist is not required by this Article to perform additional employment verification using E-Verify for any employee whose employment eligibility was previously verified by Artist through the E-Verify program.

37.5 Subcontracts. Artist shall include, and shall require the inclusion of, the requirements of this Article, including this paragraph (37.5) (appropriately modified for identification of the parties), in each subcontract that includes work performed in the United States under this Agreement.

**ARTICLE 38. PUBLIC RECORDS COMPLIANCE.** If by providing services to County pursuant to this Agreement, Artist is a contractor, as defined by Section 119.0701, Florida Statutes, Artist shall:

38.1 Keep and maintain public records required by the County to perform the services.

38.2 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.

38.3 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 Agreement and following completion of this Agreement if Artist does not transfer the records to the County.

38.4 Upon completion of this Agreement, transfer to the County, at no cost, all public records in possession of Artist or keep and maintain public records required by the County to perform the services. If Artist transfers all public records to the County upon completion of this Agreement, Artist shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Artist keeps and maintains public records upon completion of this Agreement, Artist 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 ARTIST HAS QUESTIONS REGARDING THE APPLICATION OF  
CHAPTER 119, FLORIDA STATUTES, TO THE ARTIST'S DUTY TO  
PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT,  
CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Gloria Rybinski  
County Public Information Officer  
Telephone Number: 863-402-6836**

**E-mail Address: [grybinski@hcbcc.org](mailto:grybinski@hcbcc.org)**  
**Mailing Address: 600 South Commerce Avenue**  
**Sebring, FL 33870**

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

**ATTEST:**  
subdivision of the State of Florida

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

HIGHLANDS COUNTY, a political

By its Board of County Commissioners

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

**ATTEST:**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

ARTIST:

\_\_\_\_\_  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
David Flowers, City Manager

OWNER:

CITY OF AVON PARK, FLORIDA  
a municipality of the State of Florida

By: \_\_\_\_\_  
Garrett Anderson, Mayor

## **EXHIBIT "A"** **Scope of Work**

### **Section I. Mural Specifications**

1. Artistic Freedom. The provisions of this paragraph shall not in any way limit or restrict Artist's right to include content in the Mural that is not commercial, indecent, or obscene.
2. Commercial Content. The Mural shall not include an advertisement or be commercial in nature. Murals shall not contain copy, lettering, symbols or references directly to the promotion of any product, business, brand, organization, service, cause or place. Murals may contain limited commercial elements so long as they are not considered commercial speech with the purpose of promoting a commercial transaction.
3. Obscene and Indecent Content. The Mural shall comply with County ordinances prohibiting indecency and obscenity in public.
4. Sponsor and Artist Identification. In no event shall the name of a sponsor, a sponsor product likeness, or the Artist's signature individually comprise more than one (1) percent of the Mural.
5. Configuration and Dimensions. The Mural shall be of the same configuration and dimensions as the scale Rendering preliminarily approved by the County and Owner.

### **Section II. Installation**

1. Preliminary submissions by Artist. Submit three full color Renderings, an Installation and Maintenance Plan that includes a timeline identifying the phases of work for completion of the Mural and maintenance during the ten (10) year lifetime of the Mural; and a proposed budget.
2. Permits and legal compliance. Obtain any necessary permits and comply with all applicable laws.
3. Preparation of wall and site. Within thirty (30) days following issuance of a Notice to Proceed, prior to proceeding to paint the Mural, (1) prepare the wall surface for painting of the Mural, the preparation shall include two coats of primer paint, tinted to the preference of the Artist for consideration and approval by the Highlands County Tourist Development Council (TDT), the County, and the Owner, no less than thirty (30) days following the execution of this Agreement, (2) erect or provide his or her own subcontractor to erect any scaffolding deemed necessary, including but not limited to shade cloths and umbrellas.
4. Selection of paints. Investigate different paints and select paints that will provide the most durable Mural for a lifetime of ten (10) years.
5. Supplies and equipment. Supply his/her own paint brushes, sponges, rags, rulers, dishes and any other tools, materials, supplies and equipment of the trade necessary to complete a Mural with a lifetime of ten (10) years.
6. Notice and Time of Installation. Artist shall provide advance notice in writing to Owner of the date and time Artist intends to install the Mural. Artist may thereafter proceed with the installation if Owner is not present, unless Owner notifies Artist in writing otherwise.



7. Anti-graffiti coating. Install an anti-graffiti coating to the Mural, if in the professional judgment of the Artist, the application of and use of an anti-graffiti coating will not damage the Mural or the Building.

8. Date of completion. Complete each Mural within one hundred eighty (180) days (or as decided by County and Artist in writing) of receipt of written Notice to Proceed.

9. Landscape Protection and Removal. To the extent reasonably practicable under the circumstances, Artist shall take care to protect any landscaping on the Property during installation. If installation requires the removal of any landscaping on the Property, Artist shall be responsible for replacing the landscaping after completing installation. Prior to removing or altering any landscaping on the Property, Artist shall first acquire Owner's consent to such removal or alteration.

10. Damage to Mural. In the event of damage to the Mural or wall, the Artist agrees to assist Owner in making any necessary repairs to the Mural's artistic content, including restoration of any damaged portion, or to allow the County to restore, through the selection of an artist of the County's choice, the Mural to as close to the original condition as possible.

### **Section III. Maintenance and Repairs**

1. Maintenance and Repairs. Owner shall be responsible for maintaining the Mural in good condition at all times while this Agreement is in force. If, for any reason, the Mural is not so maintained, as determined by County, County shall notify Owner of the need to perform maintenance and/or repairs and identify the actions necessary for compliance with this provision. If, after thirty (30) days from the date of the County's notification to Owner of the need for maintenance and/or repairs, Owner has not performed the actions identified by County as being necessary for compliance with this provision, County may enter Owner's property and engage Artist or another Contractor to perform any necessary maintenance and/or repairs at Owner's expense.

2. Access. Owner hereby grants County and Artist a right of access to the Property to install the Mural and to perform maintenance and repairs required pursuant to this Agreement, and otherwise to ensure the Mural remains in good condition while this Agreement is in force. The license shall continue for a period of ten (10) years from the date of this Agreement's execution.

### **Section IV. Removal**

1. Removal by County, County may remove the Mural at Owner's expense if Owner fails to maintain the Mural in good condition as provided in Section III above.

2. Removal by Owner. Owner may remove the Mural at Owner's expense if Owner reasonably determines that the Mural is harming the Property or limiting Owner's ability to use the Property for the purpose for which it is intended; provided that Owner shall provide Artist and County with ninety (90) days' notice that Owner intends to remove the Mural at the end of the notice period. If possible, Owner shall work with Artist and County to find another suitable site for the Mural.

**EXHIBIT "B"**  
**Release of Liability and Hold Harmless**

In consideration of my participation in the Highlands County Tourist Development Council Postcard Mural Project (hereafter, the "Project"), the undersigned agrees as follows:

1. I understand that my performance of services in the Project may include, without limitation, the following risks and hazards: outdoor activities in the public right-of-way, use of tools or equipment, exposure to paint and/or other chemicals and physical exertion, any of which may result in damage to property, bodily injury or death. I am aware of the risks and hazards inherent in providing services for the Project, and recognize those risks and hazards.

2. On behalf of myself, my successors, heirs, executors, administrators, personal representatives and assigns, I hereby release the County and the City, and their officers, employees, volunteers, and agents (collectively, "Releasees") from any and all liability for any and all claims and causes of action which I may hereafter have on account of any and all injuries and/or damage that I may sustain, or any loss of any other sort, arising out of or relating to my engagement in or attendance at the Project, or incidental thereto, whether caused by the negligence of the Releasees or any other person. In addition, I covenant and agree to forever hold them and each of them harmless, from any liability, claims, demands, actions, or causes of action whatsoever arising from my work in the Project, whether such liability, claims, demands, or actions are the result of the negligence of the Releasees or any other person. This waiver, release, discharge, indemnification and hold harmless shall not be applicable to actions constituting gross negligence, recklessness or willful and wanton behavior on the part of the Releasees. However, these exceptions shall not be construed as a waiver of sovereign immunity or limitation on the protections of Section 768.28, Florida Statutes. This release of liability and hold harmless agreement shall be binding upon me, my successors, heirs, executors, administrators, personal representatives, and assigns, and shall inure to the benefit of the Releasees and their successors and assigns.

3. I hereby agree to indemnify the Releasees and to assume and be responsible for all harm, injury or damage caused by me to any of the Releasees, the Releasees' property or equipment, other persons or other personal property used in conjunction with the Project.

\_\_\_\_\_  
**Signature** Date

\_\_\_\_\_  
**Printed name**

\_\_\_\_\_  
**Address**

STATE OF FLORIDA  
COUNTY OF HIGHLANDS

The foregoing Release of Liability and Hold Harmless was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, 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: \_\_\_\_\_

**SECTION XVIII. COMPLIANCE REQUIREMENTS**

**CERTIFICATION PURSUANT TO SECTION 287.087, FLORIDA STATUTES  
PREFERENCE TO DO BUSINESS WITH DRUG FREE WORKPLACE PROGRAMS  
RFP 19-022**

**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: \_\_\_\_\_

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

**RFP 19-022**

**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.)*

**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 19-022**

**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-19-022**

**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 \_\_\_\_\_, 2017, 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 19-022**

**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