

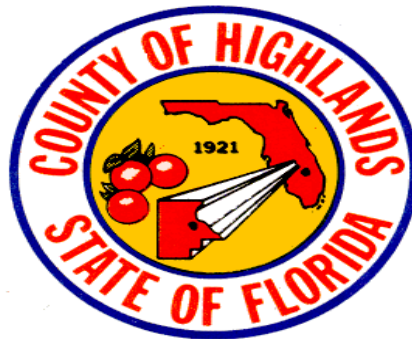
# REQUEST FOR PROPOSALS

## 18-040

---

Highlands County Tourist Development Council  
Strategic Plan

JULY 2018



## 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 18-040.....	14
SECTION V. GENERAL SPECIFICATIONS FOR RFP 18-040.....	16
SECTION VI. SCOPE OF WORK AND QUALIFICATIONS .....	17
SECTION VII. PROPOSAL FORMAT CRITERIA.....	20
SECTION VIII. PROPOSAL SUBMITTAL FORM .....	24
SECTION IX. SAMPLE EVALUATION SCORE SHEET .....	26
SECTION X. SELECTION PROCESS AND CRITERIA .....	26
SECTION XI. AWARD .....	27
SECTION XII. CONTRACT NEGOTIATIONS AND EXECUTION .....	27
SECTION XIII. CONTINGENT FEES PROHIBITED.....	27
SECTION XIV. TENTATIVE SCHEDULE .....	28
SECTION XV. RFP CONTACT INFORMATION.....	28
SECTION XVI. REQUEST FOR INFORMATION (RFI) CUT-OFF .....	28
SECTION XVII. SAMPLE CONTRACT.....	29
SECTION XVIII. COMPLIANCE REQUIREMENTS.....	41



**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. 18-040 Highlands County Tourist Development Council (TDC) - Strategic Plan**

The County is seeking a firm with at least 5 years experience in the data collection and preparation of a Strategic Plan for Destination Marketing Organizations.

Specifications may be obtained by downloading from our website: [www.hcbcc.net](http://www.hcbcc.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@hcbcc.org](mailto:cmdavis@hcbcc.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 four (4) 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., TUESDAY, August 14, 2018**, at which time they will be opened. The public is invited to attend this meeting. Proposal envelopes must be sealed and marked with the Proposal 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”) and MBE/WBE 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 Board 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: 863-402-6842 (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, the Highlands County and other public entities involved in this cooperative solicitation.
  2. Proposer means the person or entity submitting a Proposal in response to this RFP.
  3. Contractor means the Proposer who signs a contract with the County to perform the Scope of Work.
- B. All Proposals shall become the property of the County.
- C. Compliance with Florida Statutes Sections 287.087, on Drug Free Work Place, 287.133(2)(a), on Public Entity Crimes, and 287.134, on Discrimination and Section 287.135, Florida Statutes, prohibiting contracting with scrutinized companies, is required.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- L. Any interpretation, clarification, correction or change to this RFP will be made by written addendum issued by the Purchasing 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.
- N. Unless otherwise stated in the specifications, the following Insurance Requirements will be included in the contract and must be met before delivery of goods and performance of services:
1. **Workers' Compensation Insurance:** The Contractor shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with Florida law and Federal law. The policy must include Employer' Liability with a limit of \$100,000 each accident, \$100,000 each employee, \$500,000 policy limit for disease.
  2. **Commercial General Liability Insurance: Occurrence Form Required:** The Contractor shall have and maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the work performed pursuant to this RFP in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at \$100,000.
  3. **Commercial Automobile Liability Insurance:** The 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 **MUST** be provided with the Proposal submitted in response to this RFP. A formal certificate shall be provided upon announcement that a Proposer has been awarded the work requested in this RFP. The Certificate(s) shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by the County before commencement of any work activities. The formal insurance certificate shall also comply with the following:
      - (1) "Highlands County, a political subdivision of the State of Florida and its elected officials, its agents, employees, and volunteers" shall be named as an "Additional Insured" on all policies except Worker's Compensation.



- (2) The policy shall provide a 30 day notification clause in the event of cancellation or modification to the policy. Highlands County shall be given notice prior to cancellation or modification of any stipulated insurance.
  - (a) In the event the insurance coverage expires prior to termination of the contract entered into in connection with this RFP, a renewal certificate shall be issued 30-days prior to said expiration date.
  - (b) Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Purchasing Manager, 600 S. Commerce Avenue, Sebring, FL 33870.

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

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

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

All policies must include Waiver of subrogation; any liability aggregate limits shall apply "Per Jobsite"/Per Job Aggregate. All liability insurance 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 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 18-040**

- 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.hbcc.net](http://www.hbcc.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 18-040**

- A. PURPOSE: The Board hereby gives notice that it intends to award a contract for the TDC Strategic Plan.
- 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. Casey Hartt 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. The initial contract term is for two (2) years, with a right to terminate the contract with thirty (30) days upon delivery of prior written notice. The contract may be renewed once for one (1) additional two year terms upon mutual agreement of the parties. The contract fee provision shall remain fixed for the entire term.
- 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 Board's Prompt Payment Policy and the Local Government Prompt Payment Act, Section 218.70 et. seq., Florida Statutes.

The Consultant's monthly invoice shall include a detailed identification of the services performed, the day the services were performed, and the amount of time incurred in



performing those services, and shall be submitted to the Contract Manager monthly and shall include documentation for reimbursable costs incurred by the Consultant during the period covered by the invoice.

- 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.

## **SECTION VI. SCOPE OF WORK AND QUALIFICATIONS**

### **A. GENERAL INFORMATION**

The Highlands County TDC (branded as Visit Sebring) is seeking qualified proposals from qualified firms with 5 years or more experience leading the strategic planning process for Destination Marketing Organizations and conducting destination research.

## B. BACKGROUND INFORMATION

Highlands County TDC serves as the Destination Marketing/Management Organization for Highlands County including the cities Sebring and Avon Park, the Town of Lake Placid and unincorporated Florida. The TDC's mission is to promote tourism that benefits Highlands County's economy.

## C. RESEARCH AND DEVELOPMENT

To complete the strategic plan, the TDC requires that the strategic plan to involve research to include the following:

1. **Situational analysis:** to provide a customized lay of the land for Highlands County, to allocate resources effectively. Situational analysis categories shall include, but not be limited to, Economics, Demographics, Lifestyles, Technology, Regulation, and (Geo)politics.
  - Common benefits from situational analysis include the following aspects.
    - Allows staff to contribute to the overall planning process beyond their specific responsibilities
    - Allows for marketing opportunities to be vetted against the current conditions travelers consider
    - Helps identify which tactics are likely to achieve stated objectives prior to allocating the money for the program
2. **Brand awareness tracker:** consists of short, market specific research covering the top-level questions, including: prior visitation history, familiarity with the area as a travel vacation destination; and level of appeal with the area as a travel destination.
  - Common benefits from brand awareness tracker include the following aspects:
    - Enables the destination to quantify the aggregate impact of its awareness marketing initiatives.
    - Serves as an indicator of brand health.
    - Quickly exposes which customer segments are most likely already aware of our brand, helping to determine the most efficient deployment of future efforts.
3. **Brand perception** tracker consists of short, market specific distributions covering the top-level questions, including aided descriptions of the destination: unaided descriptions of the destination; and prior visitation history.
  - Common benefits from brand perception tracker include the following aspect:
    - Useful competitive intelligence on key competitors in the marketplace that can be used to identify areas where the destination is more or less branded than its competitors

## D. TASKS:

The selected firm will provide consulting, research, report writing and presentations services in developing the Plan.

The firm will provide the following services:

- Interviews with key stakeholders
- Interviews with organizational leaders, staff members and partners
- Tourism asset assessments
- Lead strategic discussions with various community (stakeholder) groups

- Research various destinations against which our area should compare and benchmark itself
- Final presentation and plan
- Recommend actions based on final goals and objectives
- Deliverables and Timeline
- A comprehensive inventory of major existing and planned tourism amenities and product that could be leveraged for the tourism industry.
- An assessment of the current tourism product, analysis of current strength and future opportunities
- An evaluation of strengths, weaknesses, opportunities and threats through the filter of available resources of time (competing priorities), talent (staffing), treasure (funding), and tribe (stakeholders)
- Ability to benchmark strategic planning process and development among a comparative set of destinations

Proposers must include all costs associated with the tasks in the price provided. Prices will include fully loaded staff time, travel for one public presentation and all data gathering and meetings planned in Highlands County.

**E. PROJECT DELIVERABLES:** Project/Deliverables should be completed in two phases:

Phase 1. Situational Analysis, Awareness and Perception (of stakeholders and visitors) Responsible for an Initial Report in electronic format from research findings at the completion of Phase 1.

Phase 2: Strategic discussions with various community groups an assessment of the current tourism product, analysis of current strength and future opportunities, an evaluation of strengths, weaknesses, opportunities and threats through available resources etc. Responsible for a Final Plan in electronic format at the completion of Phase 2. The final document should include: vision statement, formal mission statement, long term strategies, and goals and objectives for multiple years.

The selected vendor must ensure the strategic plan is connected to specific outcomes (e.g., budget, product development, sales plan, performance measures).

The plan should serve as a roadmap for the entire organization, including the TDC board, and will focus on the destination's needs, as well as those of the organization.

**F. QUALIFICATIONS:**

1. Five (5) years minimum experience with government and non-profit entities providing visioning and strategic planning, technical assistance and applied research.
2. Preferred experience may include more than 5 years' successful experience in providing services similar to this scope of service for other destination management organizations.

**-END OF SECTION-**

## 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 will 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 fifty (50) pages single sided print. Proposals not conforming to this format may be disqualified from further consideration or will receive a lower score under criteria B-7 of the Evaluation Score Sheet, an example of which is provided in Section IX of this RFP.
- E. At the discretion of the Evaluation Committee, some or all Proposers, may be asked to give short presentations / interviews as part of the selection and ranking process.
- F. Sections and subsections of the Proposal must correspond to the sequence/tabbed format identified below. In order to be considered responsive, the Proposer must answer each heading and any sub-heading and be constructed in the following tabbed format, Tab A through Tab C.

### **TAB-A**

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

- 1. Proposal Submittal Form (required, see Section VIII of this RFP)
- 2. Table of Contents (optional)

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

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

**TAB-B**

1. Introduction of your Organization -----(Maximum of 0 points)
  - a. Briefly identify and introduce your organization
  - b. Identify the exact name of your organization and provide the state of incorporation.
  
2. 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. Understanding and Approach -----(Maximum of 30 points)
  - a. Describe in detail your understanding and approach to completing the Scope of Work.
    - (2) Added-value opportunities.
  - b. Provide a timeline to complete the Scope of Work.
  
4. Relevant Experience -----(Maximum of 35 points)
  - a. Identify and provide a description of relevant experience(s) of the Proposer for work similar to the Scope of Work of this RFP.
    - (1) Provide details relative to the Scope of Work of similar projects including; project descriptions, costs, and starting and completion dates
  - b. Provide links or materials to at least three (3) 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.
  
5. Project Team/Location & Accessibility -----(Maximum of 10 points)
  - a. State the Proposer's office location(s)
  - b. Describe the accessibility of the person or persons, including subcontractors, who will perform the services during the term of the contract with the County pursuant to this RFP.

- c. Identify the team to be assembled by Proposer to complete the Scope of Work pursuant to this RFP including biographies, experience, and any other information regarding Proposer's team, as well as subcontractors, to be assembled pursuant to this RFP.
- d. Identify Proposer's staff turnover rate.
- e. Identify the Proposer's project manager and his/her job title.
  - (1) Include biographies, experience, and any other information regarding the Proposer's project manager's qualifications.
- f. The Contractor shall not substitute any person for the person or persons identified in this Section or 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 this Section or any County approved replacement ceases to provide services pursuant to the Contract made pursuant to this RFP.

6. Price Proposal ---(Maximum of 20 points)

- a. Include a Price Proposal.
  - (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/Current Fiscal Year: Situational Analysis, Awareness and Perception (of stakeholders and visitors).
    - (b) Phase 2/2018-2019 Fiscal Year:
      - (1) Task- Strategic discussions with various community groups, an assessment of the current tourism product, analysis of current strengths and future opportunities, an evaluation of strengths, weaknesses, opportunities and threats through available resources.
      - (2) Task/Deliverable - Tourism Strategic Plan Document.

7. RFP Format ----(Maximum of 5 points)

- a. The Proposal shall be prepared and submitted in accordance with the Proposal Submittal Form criteria required by this Section.

**TAB-C** **----(No points)**

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

**G. PRESENTATIONS (If Requested)**

(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 18-040 TDC STRATEGIC PLAN

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 by marking below the date and number of each Addenda):

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**

	STRATEGIC PLAN	Price
Phase 1	Situational Analysis, Awareness and Perception	
Phase 2	Define Mission and Vision Statements for Tourism Development Efforts	
Task	Strategic discussions as provided in Section VI E of this RFP	
Task/Deliverable	Tourism Strategic Plan Document	
<b>TOTAL PRICE</b>		

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) Introduction of Organization	0	
B-2) Minority or Women Owned Businesses	3	
B-2) Local Preference Not more than 5% of total score	3	
B-3) Understanding and Approach	30	
B-4) Relevant Experience of Proposer	35	
B-5) Project Team/Location & Accessibility	10	
B-6) Price Proposal	20	
B-7) RFP Format	5	
SUBTOTAL		
PRESENTATION (If Requested by the Evaluation Committee)	25	
TOTAL		

**SECTION X. SELECTION PROCESS AND CRITERIA**

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

- A. Proposals will be reviewed by the Evaluation Committee, and the Proposers will be 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 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
July 14, 2018		First Advertisement
July 21, 2018		Second Advertisement
August 1, 2018	5:00 P.M.	Deadline to submit questions (RFI's)
August 3, 2018	5:00 P.M.	Deadline to release responses by County to RFI's
August 14, 2018	3:00 P.M.	Proposal due date
August 24, 2018	10:00 A.M.	Review/Ranking of Proposals by the Evaluation Committee
September 6, 2018	9:00 A.M.	Presentations / Interviews (at the discretion of the Evaluation Committee)
September 10, 2018		Anticipated award date
October 2, 2018		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: cdavis@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 **August 1, 2018**, to the person identified in Section XV of this RFP. The County shall release responses to RFI by 5:00 P.M. EST on **August 3, 2018**.

**-END OF SECTION-**

**SECTION XVII. SAMPLE CONTRACT**

**CONTRACT**

This Contract (“Contract”) is made \_\_\_\_\_, 201\_, by and between Highlands County, a political subdivision of the State of Florida (“County”) and \_\_\_\_\_ (“Contractor”). In consideration of the mutual covenants to be performed by the Parties pursuant to this Contract, each Party hereby represents warrants and agrees as follows:

**ARTICLE 1. SCOPE OF WORK**

Contractor shall provide consulting services for formation of a tourist development strategic plan by performing the Scope of Services described in Exhibit A attached hereto. Those services shall be performed by Contractor\_\_\_\_\_, identified in Exhibit A, and which shall be completed within forty-five (45) day periods per each Task, consecutively, under the direction of the County’s Contract Manager in the manner described in Exhibit A.

**ARTICLE 2. TERM**

Contractor shall commence providing the services and materials required by this Contract within fourteen (14) calendar days after execution of this Contract, shall provide services as described in the Scope of Work for a term of no longer than six (6) months beginning on the effective date of this Contract. Upon mutual agreement of the parties, this Contract may be renewed for an additional term of no longer than six (6) months.

**ARTICLE 3. CONTRACT PRICE**

The amount that will be paid by the County to the Contractor is \$\_\_\_\_\_ [in figures] (\_\_\_\_\_) [in words]. Contractor will otherwise receive compensation pursuant to this Contract. However, Contractor may be reimbursed for certain preapproved costs pursuant to subsection C of Section V of RFP 18-040, a copy of which is attached hereto and included herein as Exhibit B. The amount paid shall not exceed the services performed if this Contract is terminated pursuant to Article 23 of this Contract or otherwise.

**ARTICLE 4. PAYMENT PROCEDURES**

Services will be deemed accepted, upon receipt of services by Contractor’s representative, after the County reviews and approves all required analyses, reports, plans, applications, and other services of Contractor, and the analyses reports, plans, applications, and other services of Contractor are turned over to the County for the County’s use. Contractor shall submit invoices to the Contract Manager within thirty (30) calendar days after County’s acceptance of Contractor’s services. Invoices shall be submitted separately for each task of services provided. Invoices shall be submitted to the Contract Manager requesting payment for services described in sufficient detail to ensure compliance with this Contract. 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 PROJECT MANAGER.**

The County hereby designates the person having the following position as the County’s contact person for this Contract. The County’s contact person shall be responsible for oversight, administration, and coordination of performance of this Contract for the Board.

Project Manager: Casey Hartt, Lead Marketing Consultant(“Contact Person”)

**ARTICLE 6. INDEPENDENT CONTRACTOR**

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

Each of the Contractor’s invoices shall include a detailed identification of the services performed, the day the services were performed, and the time of performances of those services and shall be submitted to the Contract Manager at the completion of each Task.

**ARTICLE 7. CONTRACTOR PERSONNEL**

The firm identified in this Contract as the Contractor shall provide the services to be performed by the Contractor pursuant to this Contract and shall not be changed without the prior written approval of the Project Manager.

**ARTICLE 8. CONTRACTOR’S REPRESENTATIVES**

1. Assignment of Named Individuals

The professional employees of Contractor set forth below will provide the services set forth in this Contract; provided that Contractor may, from time to time, supplement or otherwise amend the team members set forth below.

- Name: \_\_\_\_\_ Title: \_\_\_\_\_
- Name: \_\_\_\_\_ Title: \_\_\_\_\_
- Name: \_\_\_\_\_ Title: \_\_\_\_\_
- Name: \_\_\_\_\_ Title: \_\_\_\_\_
- Name: \_\_\_\_\_ Title: \_\_\_\_\_

Contractor shall immediately notify the County, in writing if any person identified in the list above, or any other person approved by the County, ceases to provide services pursuant to this Agreement.

Changes in Staff Requested by the County

Contractor shall assign a single individual to serve as the Project Manager. The Project Manager shall serve as Contractor's primary liaison with the County and shall be directly responsible for the day to day management of all financial advisory services provided under this Contract.

The County has the right to request, for any reason, Contractor to replace any member of the advisory team. Should the County make such a request, Contractor shall promptly suggest a substitute for approval by the County. In the event that the County does not approve the suggested substitute, Contractor shall suggest another substitute for approval by the County.

#### **ARTICLE 9. PROTECTION OF PERSONS AND PROPERTY**

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

#### **ARTICLE 10. INDEMNIFICATION**

Contractor shall, in addition to any other obligation to indemnify the County and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the County, its elected officials, employees, agents, and volunteers from and against all claims, actions, liabilities, losses (including economic losses), costs, including attorneys' fees and all costs of litigation, and judgments of every name and description arising out of or incidental to the performance of this Contract or work performed under or related to this Contract, unless caused by the sole negligence of the County, its elected officials, employees, agents, or volunteers. Any cost or expenses, including attorney's fees (including appellate, bankruptcy or patent counsel fees), incurred by the County to enforce this Indemnification shall be borne by the Contractor. This Indemnification shall also cover all claims brought against the County, its elected officials, employees, agents, or volunteers by any employee of the Contractor. The Contractor's obligation under this Indemnification shall not be limited in any way to the agreed upon contract price as shown in this Contract or the Contractor's limit on or lack of sufficient insurance protection. Upon completion of all services, obligations and duties provided for in this Contract, or in the event of termination of this Contract for any reason, the terms and conditions of this Indemnification shall survive indefinitely.

#### **ARTICLE 11. INSURANCE**

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

- (a) Workers' Compensation. Contractor shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with Florida

law and Federal law. This insurance policy must include Employer' Liability with a limit of \$100,000 each accident, \$100,000 disease (each employee), and \$500,000 policy limit for disease.

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

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

#### 11.2 Additional Requirements.

(a) Certificates of Insurance shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by County before commencement of any work activities. The formal insurance certificates shall name "Highlands County, a political subdivision of the State of Florida and its elected officials, agents, employees and volunteers as "Additional Insureds" on all policies except Workers' Compensation.

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

(c) In the event the insurance coverage expires prior to termination of this Contract a renewal certificate shall be issued thirty (30) days prior to said expiration date.

(d) All insurance policies shall be written on forms acceptable to County and placed with insurance carriers authorized by the Insurance Department in the State of Florida that meet a financial A.M. Best Company rating of no less than (FSR) A Excellent (FSC) VII.



(e) All insurance policies must include Waiver of subrogation; any liability aggregate limits shall apply “Per Jobsite/Per Job Aggregate.” All liability insurance shall be Primary and Non Contributory. Certificate of Insurance shall confirm in writing that these provisions apply.

(f) In the event that expired or terminated Certificates of Insurance are not replaced or renewed to cover the Term of this Contract, including any extended Term, County may suspend the Contract until the new or renewed certificates are received by County in the manner prescribed herein. If such suspension exceeds ten (10) calendar days, County may, in its sole discretion, terminate the Contract for cause and Contractor shall be responsible for all direct and indirect costs associated with such termination.

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

#### **ARTICLE 12. PATENT/COPYRIGHT INDEMNIFICATION**

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

#### **ARTICLE 13. LAWS AND REGULATIONS**

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

#### **ARTICLE 14. LICENSES, CERTIFICATIONS, AND FEES**

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

#### **ARTICLE 15. LIMITED THIRD PARTY BENEFICIARIES**

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

**ARTICLE 16. WORK PRODUCT**

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

**ARTICLE 17. RESOLUTION OF CLAIMS OR DISPUTES.** The Parties will use the following procedure to address any dispute arising under this Contract (a "Dispute").

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

2. *Filing of a formal contract claim.*

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

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

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

- (1) The name and address of the Contractor filing the contract claim and name and address of any legal counsel if such exists;
- (2) Appropriate identification of each specific item of contract claim with written proof of completion of the review of the subject or subjects of the claim as specified in the executed contract between the Contractor and the County;
- (3) Reasonable identification of the provision(s) of the contract between Manatee County and the Contractor, this chapter or other applicable law, which may be applied to the specific items of this contract claim;
- (4) Supporting exhibits, evidence, or documents to substantiate any subject or item of this contract claim.

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

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

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

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

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

8. *Request for administrative hearing.* If the Contractor timely files a written request with the purchasing official for a formal administrative hearing, and a formal administrative hearing process is available within applicable sections of the Highlands County Code, the Contractor may file a written request to the purchasing official to convene an administrative hearing before a Highlands County hearing officer within forty-five (45) days of the date of the request, or within such longer period as may be agreed upon by the parties.

10. *Procedure for administrative hearing.* The administrative hearing shall be conducted pursuant to section 2-91 et seq. of the Highlands County Code except as otherwise provided herein. The hearing officer's decision shall be due within twenty (20) business days from the date of the hearing unless the time period is modified by agreement of the parties or their counsel.

11. *Appeal of administrative hearing officer's decision.* Both the Contractor and the County shall have the right to file an appeal of the administrative decision from the hearing officer to the Board of County Commissioners if written notice of the appeal is given to the clerk of the circuit court (board records) within ten (10) days of the date the administrative decision is rendered.

(1) If no timely appeal is filed, the administrative decision of the hearing officer becomes the final order of the County, subject to applicable judicial review. If an appeal is timely filed, it shall be subject to review by the board before a final order is issued.

a. The written decision of the hearing officer and the complete record of all the administrative proceedings shall be submitted to the board for review. No additional testimony or other evidence shall be presented to the board as part of this review. The board, in its sole discretion, may accord staff and the Contractor a brief opportunity to review their positions and request certain relief. The board's review will not include general public comment. Rather, after hearing any presentations of the parties, the board will either dispose of the matter or remand it back to the hearing officer for further proceedings.

b. If remand does not occur, the Board of County Commissioners shall issue a written order either affirming the hearing officer's decision, modifying the hearing officer's decision, or rejecting the decision entirely. The Board may state its own reasons for its

decision and return it back for further administrative action, or issue its own final order. If the matter is returned for further administrative review, the Board's order shall explain the reasons for the Board's action and give appropriate direction to the hearing officer.

c. The Board's written order shall constitute the final order of Highlands County unless subject to additional hearing officer review. An aggrieved party may seek judicial review via a petition for writ of certiorari pursuant to Florida Rules of Appellate Procedure 9.100.

12. *Compliance with other laws required.* Compliance with the requirements of this section are in addition to any requirements, rights, remedies, procedures, deadlines or limitations governing contracts which may exist in court rules or law, or the specific terms of this contract. The County expressly does not waive these by also requiring compliance with this Article. The administrative claims process set forth in this section and the applicable sections of the Highlands County Code pertaining to administrative hearings constitute the exclusive remedy for contract claims or damages arising under these sections.

**ARTICLE 18. GOVERNING LAW AND VENUE**

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

**ARTICLE 19. ASSIGNMENT**

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

**ARTICLE 20. SUBCONTRACTORS**

No subcontractors may be used.

**ARTICLE 21. NOTICES**

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

To County:

Highlands County Board of County Commissioners  
501 S. Commerce Ave.  
Sebring, FL 33870-3809  
Attn: Casey Hartt, Project Manager

To Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

**ARTICLE 22. TAXES**

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

**ARTICLE 23. BANKRUPTCY**

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

**ARTICLE 24. SURVIVAL**

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

**ARTICLE 25. WAIVER**

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

**ARTICLE 25. FAILURE TO PERFORM**

1. Failure to satisfactorily complete the work as scheduled may result in written notice to Contractor terminating its right to proceed as to the whole or any part of the Agreement. Contractor will be responsible for any additional costs incurred by the County if Contractor fails to deliver the requested services, providing the County notifies Contractor in writing of the performance failure and provides Contractor thirty-one (31) days to correct the performance failure. If the performance shortfall is not corrected to the contracted specification within the agreed upon timeframe, Contractor will either issue a check or issue a separate credit invoice to offset all charges related to that service that accrued after Contractor received written notice of the performance failure. Pending correction of the failure, the County is expected to pay all undisputed amounts.

2. Contractor agrees that it will be responsible for any additional costs incurred by the County if this Contract is terminated due to an uncured default by Contractor, providing Contractor had been provided notice of its default in writing and given thirty-one (31) days to correct the performance failure. Should the County incur such an expense, the County will be required to provide Contractor written notice detailing the incremental expense. After reviewing the claim, Contractor will issue a check covering the incremental cost.

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

1. Strikes,
2. Acts of God, or
3. Fire,

provided the Contact Person is notified in writing by Contractor of such pending or actual delay.

5. Complaints pertaining to services provided by Contractor will be processed through the County Purchasing Division and are to be corrected within five (5) calendar days after receipt of written notice by Contractor. Written response to the County Purchasing Manager is required. Failure to properly resolve complaints within thirty-one (31) days after being provided written notice may result in termination of this Contract. Repeat complaints against Contractor may result in termination of this Contract pursuant to the default provisions included in this Contract.

## **ARTICLE 26. TERMINATION**

A. County May Terminate For Convenience.

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

B. This Contract may be terminated by the Contractor only for cause based upon a breach of this Contract by the County.

C. In the event of termination, the County shall be responsible only for payment to Contractor based upon work satisfactorily completed as described in this Contract.

**ARTICLE 27. ASSIGNMENT OF CONTRACT**

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

**ARTICLE 28. EQUAL OPPORTUNITY EMPLOYER**

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

**ARTICLE 29. INVALID OR UNENFORCEABLE PROVISION**

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

**ARTICLE 30. PUBLIC ENTITY CRIMES STATEMENT**

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

**ARTICLE 31. MISCELLANEOUS PROVISIONS**

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

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

**ARTICLE 32. EMPLOYMENT ELIGIBILITY VERIFICATION**

32.1 Definitions. As used in this Article:

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

32.2 Enrollment and verification requirements.

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



(b) Contractor shall comply, for the period of performance of this Contract, with the requirements of the E-Verify program MOU. Termination of Contractor's MOU and denial access to the E-Verify system by the Department of Homeland Security or the Social Security Administration or the U.S. Citizenship and Immigration Service is an event of default under this Contract.

32.3 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>.

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

32.5 Subcontracts. Contractor shall include, and shall require the inclusion of, the requirements of this Article, including this paragraph (32.5) (appropriately modified for identification of the parties), in each subcontract that includes work performed in the United States under this Contract.

### **ARTICLE 33. COMPLIANCE WITH SECTION 287.135(3)(b), FLORIDA STATUTES**

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

### **ARTICLE 33. PUBLIC RECORDS COMPLIANCE**

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

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

33.2 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.

- 33.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Contract and following competition of this Contract if Contractor does not transfer the records to the County.
- 33.4 Upon competition of this Contract, transfer to the County, at no cost, all public records in possession of Contractor or keep and maintain public records required by the County to perform the services. If Contractor transfers all public records to the County upon competition of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

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

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

**ARTICLE 34. CHANGES/AMENDMENTS**

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

**END OF SECTION**

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

**ATTEST:**

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

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

By: \_\_\_\_\_  
R. Greg Harris, Chairman

**ATTEST:**

\_\_\_\_\_  
a \_\_\_\_\_ corporation

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

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

G:\COUNTY\PURCHASING DEPT\RFP 18-040\18-040 - RFP - Strategic Plan 062218.docx

**SECTION XVIII. COMPLIANCE REQUIREMENTS**

**CERTIFICATION PURSUANT TO SECTION 287.087, FLORIDA STATUTES  
PREFERENCE TO DO BUSINESS WITH DRUG FREE WORKPLACE PROGRAMS  
RFP 18-040**

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



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\_\_\_\_.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Notary Public, State of \_\_\_\_\_

Commission No. \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

(AFFIX NOTARY SEAL)

**CERTIFICATION PURSUANT TO SECTION 287.134, FLORIDA STATUTES  
DISCRIMINATION; DENIAL OR REVOCATION OF THE RIGHT TO TRANSACT BUSINESS  
WITH PUBLIC ENTITIES  
RFP 18-040**

**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-18-040**

**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 18-040**

**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