

# REQUEST FOR PROPOSALS

## 17-033

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Highlands County Tourism Lead Consultant

5/21/17



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**HIGHLANDS COUNTY BOARD OF  
COUNTY COMMISSIONERS**  
*Leisure Services Department*

**REQUEST FOR PROPOSALS (“RFP”)**

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

**RFP NO. 17-033      HIGHLANDS COUNTY TOURISM LEAD CONSULTANT**

Specifications may be obtained by downloading from our website: [www.hbcc.net](http://www.hbcc.net) or by contacting: Olympia Lonsdale, Purchasing Analyst; 4320 George Boulevard., Sebring, Florida 33875-5803, Phone: 863-402-6525; Fax: 863-402-6735; or E Mail: [olonsdal@hbcc.org](mailto:olonsdal@hbcc.org).

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

Each submittal shall include one (1) original and five (5) exact paper copies and six (6) electronic copies (CD's or thumb drives) of the Proposal submission packet.

PROPOSALS MUST BE DELIVERED to the Purchasing Department, 4320 George Blvd., Sebring, FL. 33875-5803 so as to reach said office no later than **4:00 P.M., Wednesday; June 21, 2017** 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 so as to identify the enclosed Proposal. Proposals received later than the date and time as specified will be rejected.

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

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

The Board's Local Preference Policy (“Local Preference Policy”) will not apply to the award of this RFP. The County reserves the right to accept or reject any or all Proposals or any parts thereof, and the determination of this award, if an award is made, will be based on the ranking of each Proposal. The County reserves the right to waive irregularities in the Proposal.

The 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 Ms. Pam Rogers, ADA Coordinator at: 863-402-6509 (Voice), or via Florida Relay Service 711, or by e-mail: [progers@hbcc.org](mailto:progers@hbcc.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.hbcc.net](http://www.hbcc.net)

## SECTION I. GENERAL TERMS AND CONDITIONS

- A. For purposes of this RFP, the following terms are defined as follows:
- (1) Proposer means the person or entity submitting a Proposal in response to this RFP.
  - (2) Consultant means the person who will actually be performing the Scope of Work. The Consultant may be the Contractor or the employee of the Contractor designated in the Proposal.
  - (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 WorkPlace, 287.133(2)(a), on Public Entity Crimes, and 287.134, on Discrimination, is required.

### **F.S. 287.087, 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 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.

### **F.S. 287.133, 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.

**F.S. 287.134, 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 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.

**F.S. 287.135, 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 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 XII 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 commercial 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. Professional Liability Insurance: The Contractor shall have and maintain professional liability insurance with a limit not less than \$1,000,000 for each occurrence and an aggregate limit of not less than \$1,000,000. If coverage is provided on a claims-made basis, the retroactive date shall be prior or equal to the effective date of any contract with the County. The coverage shall be renewed or include a "tail" or discovery, or continuous renewal of coverage for a period of three (3) years following the termination of the contract entered into in connection with this RFP
5. 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 as called for 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, agents, employees, and volunteers" shall be named as an "Additional Insured" on all policies except Worker's Compensation and Professional Liability.
    - (2) Contractor shall deliver written notice to the County by overnight delivery return receipt requested, hand delivery or confirmed facsimile thirty (30) days prior to giving or within three (3) days after receiving notice of cancellation, modification, non-renewal, or any other lapse in coverage of any required insurance policies.
  - b. It should be remembered that these are minimum requirements, which are subject to modification in response to high hazard operations.
  - c. 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.
  - d. 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.
  - e. All policies must include Waiver of subrogation; any liability aggregate limits shall apply "Per Jobsite"/Per Job Aggregate. All liability insurance except Professional Liability shall be Primary and Non-Contributory. Certificate of Insurance shall confirm in writing that these provisions apply.

6. Renewal:
- a. In the event the insurance coverage expires prior to termination of the contract entered into in connection with this RFP, a renewal 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, 4320 George Boulevard, Sebring, FL 33875-5803.
- 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 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.
- 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. Minority Owned and Women Owned businesses must submit a copy of the certificate to receive credit.
- S. Board policy prohibits any County employee or members of their 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
- T. Proposals are only accepted if delivered to the location and prior to the time specified on the RFP. Proposals must be delivered in sealed envelope or box. Late Proposals will not be accepted under any circumstances. If Proposals 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.
- U. Emailed 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.



- V. 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.
- W. 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.
- X. Any material submitted in response to this RFP will become public record pursuant to Section 119, Florida Statutes.
- Y. 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 legal fees. Venue is in Highlands County, Florida.
- Z. 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.

## **SECTION II. THE COUNTY'S RESERVATION OF RIGHTS**

This RFP constitutes only as an invitation to submit a Proposal to the County. The County reserves, holds and may in its own discretion, exercise any or all of the following rights and options 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 believes that collusion exists among Proposers, all Proposals will be rejected.

**SECTION III. ADDITIONAL TERMS AND CONDITIONS FOR RFP 17-033**

- A. ADDENDUMS: In this RFP the County has attempted to address most situations that may occur. However, should situations arise that are not addressed, they will be dealt with on a case by case basis, at the discretion of the County. If deemed necessary, the Purchasing 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). It is the sole responsibility of the Proposer to check the website for 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. 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.
  
- E. 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.
  
- F. COMPLAINTS: The contract will provide that complaints against the Contractor or the Consultant will be processed through the County Leisure Services Department and are to be corrected within five (5) business days. Written response to the County Leisure Services Department Director is required. Failure to properly resolve complaints within five (5) business days may result in cancellation of the contract. Repeat complaints against the Contractor or the Consultant may result in termination of contract.

- G. REQUEST FOR CHANGE OF RFP SPECIFICATIONS: Requests for changes to specifications must be submitted for consideration in writing to the person identified in Section XII of this RFP. Requests must be submitted by the RFI Cut-Off date stated in Section XIII of this RFP. The request will be evaluated by the Contract Manager, and the County's response will be made in an Addendum.
- H. 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.
- I. 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.

**SECTION IV. GENERAL SPECIFICATIONS FOR RFP 17-033**

- A. PURPOSE: The Board hereby gives notice that it intends to award a contract for Consulting Services for the overall administration and supervision of the tourism and marketing initiatives that promote Highlands County. Major functions include designing, developing, and managing the strategic marketing plans, objectives, and tactics to enhance the area's tourist, sports, and economic climate.
- B. PERFORMANCE OF SERVICES: The Consultant (i.e. the person designated by the awarded Proposer in its Proposal to perform services required by this RFP) must perform all services required by this RFP. The Contractor is responsible for all services provided by the Consultant.
- C. CONTRACT: A written contract must be signed by the Proposer and the County prior to issuance of a purchase order. The initial contract period will be two (2) years, with a right to terminate the contract with thirty (30) days' notice, and the contract may be renewed once for two (2) additional years upon mutual agreement of the parties. The contract fee provision will remain fixed for the initial term. The parties may negotiate the price for the renewal term.
- D. 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.
- E. CHANGE ORDER(S): The Contractor must have 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.
- F. PRICING: Include pricing with your Proposal on the Price Proposal Form provided in Section VII of this RFP.

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

For example:

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

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

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

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

## **SECTION V. SCOPE OF WORK, HOURS, AND QUALIFICATIONS**

A. SCOPE OF WORK:

The Consultant shall:

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

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

**B. SERVICE HOUR REQUIREMENTS**

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

C. EQUIPMENT / SUPPLIES / ASSISTANCE

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

D. KNOWLEDGE, ABILITIES AND SKILLS

The Consultant must have:

1. Knowledge of the tourism/sports industry economic and tourist development;
2. An extensive understanding of public relations methods, techniques, and processes;
3. Knowledge and experience in sports marketing, arts and culture and corporate sponsorship;
4. The ability to design, formulate and implement management control processes, strategic plans, perform financial analysis, design and author promotional brochures and reports, perform creative writing tasks, and understand and perform mathematical and economic impact analysis;
5. Understanding all facets of business and special event operations including marketing, capital resources, human resources, finance, sponsorship and promotions;
6. The ability to use independent judgment, analyze information and formulate recommendations;
7. The ability to plan and coordinate work with TDC members and County staff regarding day-to-day operational duties as necessary.
8. The ability to establish and maintain an effective working relationship with employees, officials, business representatives, and the public;
9. The ability to concentrate on detail and sequential work tasks;
10. The ability to see and hear sounds at a normal level, speak in a manner that can be understood and make public presentations, independently drive from work site to work site, and make written notations; and
11. Competency in use of Microsoft Office software, including Outlook, Word, Excel and PowerPoint; QuickBooks; and accessing and searching the internet.

E. PREFERRED QUALIFICATIONS:

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

**SECTION VI. PROPOSAL FORMAT CRITERIA**

- A. Each Proposer must fully complete and submit the Proposal Submittal Form and Price Proposal Form provided in Section VII of this RFP and provide all necessary documentation to fully demonstrate the Proposer's and, if not the Proposer, the Consultant's, capabilities and qualifications. Failure to supply the required documentation 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 five (5) exact paper copies and six (6) exact electronic copies (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 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.
- 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 VIII of this RFP.
- E. At the discretion of the Evaluation Committee, Proposers, and if not the Proposer, the Consultant and the Proposer, 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.

**TAB-A**

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

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

3. Acord Insurance Form or letter from an insurance agent confirming that the Proposer is able to obtain the required coverage at the time of contract execution. (required)
4. Local Preference Affidavit from Section VII. (if applicable)
5. Certificates from Section VII.
  - a. Certificate pursuant to F.S. 287.135
  - b. Certificate pursuant to F.S. 287.087
  - c. Certificate pursuant to F.S. 287.133(3)(A)
  - d. Certificate pursuant to F.S. 287.134
  - e. Certification of participation in E-Verify (Not required for Owner-Operators having no employees)

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

## **TAB-B**

1. Brief Introduction -----(No points)
2. Understanding and Approach -----(Maximum of 20 points)
  - a. Describe your understanding of the Scope of Work.
  - b. Describe your approach to performing the Scope of Work.
3. Relevant Experience -----(Maximum of 40 points)
  - a. Provide a description of relevant experience(s) of the person who will perform the services Demonstrate skills and qualifications listed in Section V. D and E.
  - b. Provide the resume of the person who will perform the services
4. Location/Accessibility -----(Maximum of 20 points)
  - a. State the Proposer's office location(s)
  - b. Describe the accessibility of the Consultant (i.e. the person who will perform the services during the term of the contract)
5. Reference Letters -----(Maximum of 10 points)
  - a. The Proposer must provide five (5) reference letters from clients for similar work completed in the last ten (10) years by the Consultant (i.e. the person who will perform the services). The Scope of Work shall be indicated. Provide reference letters on the client's company letterhead and include address, contact name, telephone number and e-mail address. Evaluator's might submit questions to the references in a uniform manner. Please provide a current email address for the person who signed the reference letter if he or she is no longer available at the client.



- 6. Price Proposal -----(Maximum of 20 points)
  - a. Include pricing on the Price Proposal Form provided in Section VII of this RFP.
  
- 7. RFP Format -----(Maximum of 10 points)
  - a. The Proposal shall be prepared and submitted in accordance with the Proposal Format Criteria required by this Section.
  
- 8. Minority/Woman Owned Business -----(Maximum of 10 points)
  - a. Include a copy of the certificate, if applicable.

**TAB-C**

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

The Proposer may include additional promotional material under Tab-C. Please note that pages under Tab-C count toward the 50-page allowance. Promotional material cannot be substituted for the documents that must be included in the Proposal under Tabs A and B pursuant to subsection F of this Section.

**SECTION VII. FORMS**

- A. Proposal Submittal Form
- B. Price Proposal Form
- C. Certificates

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**HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS  
PROPOSAL SUBMITTAL FORM**

RFP IDENTIFICATION: RFP 17-033 – HIGHLANDS COUNTY TOURISM  
LEAD CONSULTANT

PROPOSAL SUBMITTED TO: HIGHLANDS COUNTY BOARD OF COUNTY  
COMMISSIONERS – PURCHASING DEPARTMENT

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

\_\_\_\_\_

Name of Consultant (i.e. the person who will perform  
the contracted services

In submitting this Proposal, Proposer represents that:

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

Date	Number	Date	Number	Date	Number	Date	Number

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

SUBMITTED ON: \_\_\_\_\_, 20\_\_\_\_\_.

SIGNATURE: \_\_\_\_\_ (seal)  
Proposer's Authorized Representative

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS  
PRICE PROPOSAL FORM**

Services shall be performed in accordance with the Scope of Services and requirements described in Section V of this RFP by \_\_\_\_\_ [PERSON'S NAME],

who is

an employee of \_\_\_\_\_ [NAME OF COMPANY]

the owner of \_\_\_\_\_ [NAME OF COMPANY]

self-employed,

for the lump-sum of \$ \_\_\_\_\_ [in figures]

\_\_\_\_\_ [in words], for the twenty-four (24) month contract period.

EXCEPTIONS TO PROPOSAL:\*

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\*The Proposal might be declared non-responsive by the Evaluation Committee if in the Committee's opinion, the exception would be disadvantageous to the County.

**CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES  
RFP 17-033**

**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 its Federal Employer Identification Number (FEIN) is \_\_\_\_\_ (hereinafter referred to as "Proposer")

2. **CERTIFICATION**

Proposer hereby certifies that at the time of its Proposal the Proposer 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 PURSUANT TO SECTION 287.087, FLORIDA STATUTES  
PREFERENCE TO DO BUSINESS WITH DRUG FREE WORKPLACE PROGRAMS  
RFP 17-033**

**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 "Proposer")

2. CERTIFICATION

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

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

Print Name: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

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

(AFFIX NOTARY SEAL)

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

**SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES,  
ON PUBLIC ENTITY CRIMES  
RFP 17-033**

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

DESCRIPTION OF CONTRACT: \_\_\_\_\_

STATE OF FLORIDA                                }ss  
COUNTY OF \_\_\_\_\_ }

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

1. The business address of \_\_\_\_\_ (name of Proposer or contractor), is  
\_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

Print Title: \_\_\_\_\_

On \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

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 17-033**

**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 "Proposer")

2. CERTIFICATION

Proposer 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 OF PARTICIPATION IN THE UNITED STATES CITIZENSHIP AND  
IMMIGRATION SERVICE BUREAU'S E-VERIFY PROGRAM  
RFP 17-033**

**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 "Proposer")

2. CERTIFICATION

Bidder hereby certifies that at the time of its Proposal the Proposer 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.

Proposer'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 [ ].

(AFFIX NOTARY SEAL)

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

**SECTION VIII. SAMPLE EVALUATION SCORE SHEET**

**EVALUATION SCORE SHEET FOR:  
RFP 17-033  
Highlands County Tourism Lead Consultant**

CRITERIA FOR EVALUATION	EVALUATOR'S SCORE	WEIGHT	TOTAL SCORE PER CRITERIA	TOTAL POSSIBLE POINTS
	0 - 10			
B 1 Brief Introduction	0	0	-	0
B 2 Understanding and Approach		2		20
B 3 Relevant Experience		4		40
B 4 Location/ Accessibility		2		20
B 5 Reference Letters		1		10
B 6 Price Proposal		2		20
B 7 RFP format		1		10
B 8 Minority/Woman Owned Business		1		10
<b>SUBTOTAL</b>				<b>130</b>
<b>PRESENTATION / INTERVIEW</b> (If requested by the Evaluation Committee, detailed presentation scores will be submitted on a separate score sheet)				<b>50</b>
<b>TOTAL</b>				<b>180</b>

\* Certified Minority Business Enterprise criteria is scored either 10 points (if certified) or 0 points (if not certified)

PROPOSER'S NAME: \_\_\_\_\_

EVALUATOR'S NAME: **SAMPLE** \_\_\_\_\_

EVALUATOR'S SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

## **SECTION IX. SELECTION PROCESS AND PRESENTATIONS**

The selection process shall be open to the public and records shall be maintained in accordance with 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 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.

1. Proposals will be reviewed by the Evaluation Committee and the Proposers will be PRELIMINARILY ranked based upon the RFP Evaluation Criteria. Each Evaluation Committee member shall perform their 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.
2. After PRELIMINARY review of the Proposals, the top Proposers (up to 5) will be asked to give presentations, in person, as part of the selection and ranking process. The Committee will invite at least two Proposers. The presentations will be scheduled at least two weeks from the time the invitation is sent to the selected Proposers.
3. After presentations, the Evaluators will finalize their scores for each criterion, and each Evaluator may assign up to 50 points for the presentation itself.

## **SECTION X. CONTRACT EXECUTION**

After a Consultant is selected, a contract shall be drafted and reviewed by the County staff and the County Attorney. 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. A sample contract is included in Section XIV.

## **SECTION XI. TENTATIVE SCHEDULE**

<b>DATE</b>	<b>TIME</b>	<b>EVENT</b>
Sunday, May 21, 2017		First Advertisement
Sunday, May 28, 2017		Second Advertisement
Tuesday, June 13, 2017	5 P.M.	Deadline to submit questions (RFI's)
Friday, June 16, 2017	5 P.M.	Deadline to release responses by County to RFI's
Wednesday, June 21, 2017	4 P.M.	Proposal due date
Wednesday, July 5, 2017	10 A.M.	Review/Ranking of Proposals by the Evaluation Committee
Wednesday, July 19, 2017	10 A.M.	Presentations (at the discretion of the Eval. Committee)
Wednesday, July 19, 2017	2 P.M.	Final ranking by the Evaluation Committee
Friday, July 21, 2017		Anticipated award date

Tuesday, September 19, 2017	Anticipated contract consideration by the Board of County Commissioners
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**SECTION XII. 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:

*Ms. Olimpia Lonsdale  
Highlands County Purchasing Department  
4320 George Boulevard, Sebring, FL 33875-5803  
Phone: (863) 402-6525; Email: [olonsdal@hcbcc.org](mailto:olonsdal@hcbcc.org)*

**SECTION XIII. REQUEST FOR INFORMATION (RFI) CUT-OFF**

All questions regarding this RFP shall be submitted by Proposers in writing by 5 P.M. on Tuesday, June 13, 2017 to the person identified in Section XII of this RFP. The County shall release responses by 5 P.M. on Friday, June 16, 2017.

**SECTION XIV. 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 \_\_\_\_\_ (“Consultant”), who shall provide consulting services to the County to promote Highlands County as a destination for tourism, sport activities, conventions, and conferences by performing the Scope of Services and satisfying the Service Hour Requirements described in subsections A and B of Section V of Highlands County Board of County Commissioners’ RFP 17-033, a copy of which is attached hereto and included herein as Exhibit A. Those services shall be performed by Consultant under the direction of the County’s Contract Manager in the manner described in pages \_\_\_\_\_ thru \_\_\_\_\_ of Contractor’s Proposal, a copy of which is attached hereto and included herein as Exhibit B.

**ARTICLE 2. TERM**

Consultant shall commence providing the services and materials required by this Contract within fourteen (14) calendar days after execution of this Contract, shall provide services as described in the Scope of Work for a term

of two (2) years beginning on the date specified in the Purchase Order issued by the County pursuant to this Contract. Upon mutual agreement of the parties, this Contract may be renewed for an additional term of two (2) years.

**ARTICLE 3. CONTRACT PRICE**

The amount that will be paid by the County to the Contractor for Consultant providing services as the Highlands County Tourism Lead Consultant is \$\_\_\_\_\_ [in figures] (\_\_\_\_\_) [in words]. Neither Contractor nor Consultant will otherwise receive compensation pursuant to this Contract. However, Contractor and Consultant may be reimbursed for certain preapproved costs pursuant to subsection C of Section V of RFP 17-033, a copy of which is attached hereto and included herein as Exhibit A. The amount paid shall not exceed the services performed if this Contract is terminated pursuant to Article 23 of this Contract or otherwise.

**ARTICLE 4. PAYMENT PROCEDURES**

The Contractor shall submit twelve (12) invoices, each for \$\_\_\_\_\_ [in figures] (\_\_\_\_\_) [in words], plus any reimbursable costs pre-approved, in writing, by the Contract Manager that are incurred in the period covered by the invoice. The first invoice shall be submitted for the first thirty calendar days beginning with the start date specified in the County’s Purchase Order and one invoice shall be submitted each month thereafter for the period ending on the same calendar day of that month for the remaining eleven (11) months of the initial term of the contract, unless earlier terminated.

For example:

If the start date specified in the Purchase Order is November 5, 2017, then the first invoice to be submitted in December of 2017 will be for the period ending November 30, 2017, and an invoice will be submitted each month thereafter for the period ending on the third day of that month, unless earlier terminated.

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

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

**ARTICLE 5. INDEPENDENT CONTRACTOR**

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

**ARTICLE 6. CONTRACTOR PERSONNEL**

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

**ARTICLE 7. PROTECTION OF PERSONS AND PROPERTY**

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

**ARTICLE 8. INDEMNIFICATION**

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

**ARTICLE 9. INSURANCE**

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

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

(b) Commercial General Liability. Occurrence Form Required: Contractor shall have and maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the work performed pursuant to this Contract in the amount of \$1,000,000 Products

and completed operations aggregate shall be \$1,000,000 CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at \$100,000.

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

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

## 9.2 Additional Requirements.

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

(b) Contractor shall deliver written notice to the County Purchasing Manager, 4320 George Blvd., Sebring, FL 33875-5803, by overnight delivery return receipt requested, hand delivery or confirmed facsimile FAX (863) 402-6735, thirty (30) days prior to giving or within three (3) days after receiving notice of cancellation, modification, non-renewal, or any other lapse in coverage of any required insurance policies.

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

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

(e) All insurance policies must include Waiver of subrogation; any liability aggregate limits shall apply "Per Jobsite/Per Job Aggregate." All liability insurance, except Professional Liability,



shall be Primary and Non Contributory. Certificate of Insurance shall confirm in writing that these provisions apply.

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

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

#### **ARTICLE 10. PATENT/COPYRIGHT INDEMNIFICATION**

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

#### **ARTICLE 11. LAWS AND REGULATIONS**

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

#### **ARTICLE 12. LICENSES, CERTIFICATIONS, AND FEES**

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

#### **ARTICLE 13. LIMITED THIRD PARTY BENEFICIARIES**

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

#### **ARTICLE 14. WORK PRODUCT**

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

**ARTICLE 15. GOVERNING LAW AND VENUE**

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

**ARTICLE 16. ASSIGNMENT**

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

**ARTICLE 17. SUBCONTRACTORS**

No subcontractors may be used.

**ARTICLE 18. NOTICES**

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

To County:

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

To Contractor:

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

**ARTICLE 19. TAXES**

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

**ARTICLE 20. BANKRUPTCY**

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

**ARTICLE 21. SURVIVAL**

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

**ARTICLE 22 WAIVER**

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

**ARTICLE 23. TERMINATION**

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

**ARTICLE 24. ASSIGNMENT OF CONTRACT**

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

**ARTICLE 25. EQUAL OPPORTUNITY EMPLOYER**

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

**ARTICLE 26. INVALID OR UNENFORCEABLE PROVISION**

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

**ARTICLE 27. PUBLIC ENTITY CRIMES STATEMENT**

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

**ARTICLE 28. MISCELLANEOUS PROVISIONS**

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

**ARTICLE 29. EMPLOYMENT ELIGIBILITY VERIFICATION**

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

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

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

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

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

**ARTICLE 31. PUBLIC RECORDS COMPLIANCE**

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

- 31.1 Keep and maintain public records required by the County to perform the services.
- 31.2 Upon request of the County’s custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at the cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 31.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Contract and following competition of this Contract if Contractor does not transfer the records to the County.
- 31.4 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 32. CHANGES/AMENDMENTS**

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

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

**ATTEST:**

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

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

By: \_\_\_\_\_  
Don Elwell , Chairman

**ATTEST:**

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

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

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

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