

DeSoto County Board of County Commissioners
Purchasing Division
201 E. Oak Street Suite 203
Arcadia, FL. 34266
PH: 863-993-4816
Fax: 863-993-4819
www.desotobocc.com



Project Number: 22-14-00 Request for Proposals

Title: DeSoto County Tourism & Economic Development Marketing Services

Description: The DeSoto County Board of County Commissioners are seeking formal Proposals from qualified firms and/or individuals to provide Tourism and Economic Development Marketing Services as indicated within the context of this Bid.

Pre-Bid/Proposal Conference: There will be no Pre-Proposal Conference held for this Project.

Proposal Due Date: April 14, 2022, @ 2:00 p.m.

Proposals must be submitted at the Purchasing Office: 201 E. Oak St., Suite 203, Arcadia, FL. 34266.
Proposals submitted after the indicated time will not be considered but returned unopened to sender.

For additional information, contact: Cindy Talamantez, CPPO, CPPB Purchasing Director
(863)-993-4816 email: c.talamantez@desotobocc.com

Special Instructions: Submit one (1) original marked as such, three (3) copies and one (1) electronic copy (thumb drive).

BIDDER/PROPOSER REGISTRATION

FAX: (863)993-4819

Please register as a plan holder using this form. Only registered vendors will be contacted with notices of changes or addenda to this bid package. Complete and return this form by fax or mail to the Purchasing office at the address listed above.

Company Name: _____

Contact person: _____

Mailing address: _____

City: _____ State: _____ Zip code: _____

PH: _____ FAX: _____ email: _____

Notes:

Documents may also be obtained by using www.demandstar.com

All questions must be submitted in writing by contacting the purchasing department.

DeSoto County reserves the right to reject any and all bids, to waive any informalities, and to accept all or any bid as deemed in the best interest of the County.

Unless otherwise noted, Payment of goods or services as a result of this solicitation will be made in accordance with Florida Statute.

All first time vendors must submit a W-9 Form with their response.

**REQUEST FOR PROPOSALS
DESOTO COUNTY
TOURISM & ECONOMIC DEVELOPMENT MARKETING SERVICES
22-14-00RFP**

Project Name: **Tourism & Economic Development Marketing Services.**

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DEFINITIONS

Wherever used in these **General Conditions** or in the other **Contract Documents**, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

1. **Acceptance**: By the COUNTY of the Work as being fully complete in accordance with the Contract Documents.
2. **Agreement**: The written agreement between the COUNTY and the CONSULTANT covering the Work to be performed; the Contract Documents are attached to and made a part of the Agreement. Also designated as the Contract.
3. **Addenda**: Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings and Specifications, by addition, deletions, clarifications or corrections.
4. **Application for Payment**: The form furnished by the COUNTY which is to be used by the CONSULTANT in requesting progress payments and an affidavit of the CONSULTANT that progress payments theretofore received from the COUNTY on account of the Work have been applied by the CONSULTANT to discharge in full all of the CONSULTANT'S obligations stated in prior Applications for Payment.
5. **Approval**: Accept as satisfactory.
6. **Bonds**: Performance and payment bonds and other instruments of security, furnished by the CONSULTANT and his surety in accordance with the Contract Documents and in accordance with the law of the location of the project. **THERE WILL NO BONDS REQUIRED FOR THIS PROJECT.**
7. **Change Order**: A written order to the CONSULTANT signed by the COUNTY authorizing an addition, deletion or revision in the Scope of Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.
8. **Contract Documents**: Advertisement for Proposals, Information for Proposers, the Request for Proposals, the Bonds, the Agreement, the Notice of Award, the Notice to Proceed, the Change Order, these General Conditions, and the Technical Specifications.
9. **Contract Price**: The total moneys payable to the CONSULTANT under the Contract Documents.
10. **Contract Time**: The number of calendar days stated in the Agreement for the completion of the Scope of Work.

11. **Contracting Officer:** The COUNTY or the Individual who is authorized to sign the Contract Documents on behalf of the County's governing body.
12. **Consultant:** The person, firm or corporation with whom the COUNTY has executed the Agreement.
13. **Day:** A calendar day of twenty-four (24) hours measured from midnight to the next midnight.
14. **Drawings:** The drawings which show the character and Scope of Work to be performed and which have been prepared or approved by the CONSULTANT and referred to in the Contract Documents.
15. **Field Order:** A written order issued by the CONSULTANT which clarifies or interprets the Contract Documents.
16. **Modification:** (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, (c) a written clarification or interpretation issued by the CONSULTANT (d) a written order for a minor change or alteration in the Work issued by the CONSULTANT. A modification may only be issued after the execution of the Agreement.
17. **Notice of Award:** The written notice by the COUNTY to the apparent successful Proposer stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified, the County will execute and deliver the Agreement to him.
18. **Notice of Commencement:** A written notice given by the COUNTY to CONSULTANT fixing the date on which the Contract Time will commence to run and on which the CONSULTANT shall start to perform his obligations under the Contract Documents.
19. **Owner:** A public body or authority, corporation, association, partnership, or individual for whom the Work is to be performed.
20. **Proposal:** The offer or proposal of the Proposer submitted on the prescribed form setting forth the Scope for the Work to be performed.
21. **Proposer:** Any person, firm or corporation submitting a Proposal for the Work.
22. **Resident Project Representative:** An authorized representative of the CONSULTANT assigned to observe the Work performed and materials furnished by the CONSULTANT or such other person as may be appointed by the COUNTY as his representative. The CONSULTANT shall be notified in writing of the identity of this representative.

23. **Shop Drawings:** All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONSULTANT, a Sub-consultant, manufacturer, supplier or distributor and which illustrate the equipment, material or some portion of the Work and as required by the Contract Documents.
24. **Samples:** Physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.
25. **Specifications:** Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Scope of Work.
26. **Sub-consultant:** An individual, firm or corporation having a direct contract with CONSULTANT or with any other Sub-consultant for the performance of a part of the Scope of Work.
27. **Substantial Completion:** The stage in construction when a Project can be utilized for the purposes for which it was intended. At substantial completion, minor items and items that are seasonally restricted need not be completed, but the items that affect operational integrity and function of the facility must be capable of continuous use.
28. **Supplier:** Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.
29. **Surety:** The corporate body that is bound with the CONSULTANT and which engages to be responsible for the CONSULTANT and his acceptable performance of the Work.
30. **Work:** Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by CONSULTANT under the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnishing thereof.
31. **Written Notice:** The term "Notice" as used herein shall mean and include all written notices, demands, instructions, claims, approvals, and disapproval required to obtain compliance with Contract requirements. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative of such individual, firm or corporation, or if delivered at or sent by registered mail to the last business address known to him who gives the notice. Unless otherwise stated in writing, any notice to or demand upon the COUNTY under this Contract shall be delivered to the COUNTY through the CONSULTANT.

GENERAL CONDITIONS

1. **ACCEPTANCE:** Items may be tested for compliance with the Scope of Services. Items delivered not conforming to the Scope of Services may be rejected and returned at the Consultant's expense. Any increase in cost for items not delivered as specified in the solicitation may be charged against the Consultant.
2. **AMENDMENTS:** No amendment, modification, or supplement to this Agreement shall be binding unless it is in writing and signed by an authorized representative of both parties.
3. **APPLICABLE LAW:** The Agreement shall be governed in all respects by the laws of the State of Florida, and the policies of the DeSoto County Board of County Commissioners. Any litigation with respect thereto shall be brought in the Courts of the State of Florida.
4. **ASSIGNMENT:** The Consultant shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, without the prior written consent of the County. Assignment or transfer of the resulting Agreement without the written consent of the County may be construed by the County as a breach of contract sufficient to cancel this Agreement at the discretion of the County.
5. **AVAILABILITY OF FUNDING:** Award of this solicitation is contingent upon the availability of funding. Furthermore, during the Agreement period, if funding to finance all or part of the award resulting from this solicitation becomes unavailable, the County reserves the right to terminate such Agreement after providing the Consultant no less than thirty (30) days written notice. The County shall be the final authority as to the determination of availability of funding. The County agrees to reimburse the Consultant for any authorized goods or services provided prior to the Consultant's receipt of the aforesaid termination notice.
6. **CONSULTANT OBLIGATIONS:** Consultant agrees to perform and complete the Services described in the Solicitation in accordance with the requirements of this Agreement and attached Exhibits. Consultant shall furnish all labor, supervision, equipment, and materials for the service. Experienced, qualified supervisors of the Consultant are essential to the satisfactory performance of the Services. The County may consider a lack of competent, capable supervision as grounds to reject a proposal or terminate this Agreement. An experienced, qualified supervisor should have approximately two years of experience and one-year of supervisory experience doing the type of work requested in this solicitation. The County reserves the right to determine supervisory competence. Supervisors must be able to communicate fluently in English and in any language that crew members use to communicate.
7. **COMPLETE AGREEMENT:** The parties agree that the conditions of purchase stated herein or attachments hereto set forth their entire Agreement and there are no promises or understandings other than those stated herein, and that any prior

negotiations between the County and Consultant shall not constitute a part of the Agreement between the County and Consultant concerning this service. The term "Agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.

8. **COMPLIANCE:** A submission of a proposal shall constitute an incontrovertible representation by a Proposer that the Proposer has complied with every requirement herein, and that without exception, the proposal is premised upon performing the Services required by the Scope of Services with such means, methods, techniques, sequences, or procedures as may be indicated in or required by the Scope of Services, and that the Scope of Services are sufficient in scope and detail to indicate and convey an understanding of all terms and conditions for performance of the Services.
9. **COMPLIANCE WITH LAWS:** Consultant represents and warrants that the performance of this solicitation and the furnishing of services required shall be in accordance with the applicable standards, provisions, and stipulations of all pertinent Federal, State or County laws, rules, regulations, resolutions, and ordinances including but not limited to the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.
10. **CONFLICT OF INTEREST:** The award hereunder is subject to Chapter 112, Florida Statutes. All Proposers must disclose with their Qualifications the name of any officer, director, or agent who is also an employee of DeSoto County. Further, all Proposers must disclose the name of any DeSoto County employee who owns, directly or indirectly, an interest of five percent (5%) or more of the proposer's firm or any of its branches.
11. **CONSULTANT'S OWN FORCES:** No more than Fifty percent (50%) of the dollar value of the total contract work may be accomplished by Sub-consultants. The balance of the work must be accomplished by a successful proposer's own forces. Each Proposer must furnish with its Qualifications, a list of the items it proposes to subcontract, and the estimated cost of these items.
12. **DELAYS AND EXTENSION OF TIME:** The Consultant shall not be entitled to any claim for damages, including loss of profits, loss of use, overhead expenses, equipment rental, etc., because of hindrances or delays for any cause whatsoever, but if occasioned by an act of God, or by any act or omission on the part of the County. County's agents or governmental agencies having jurisdiction, such act, hindrance or delay may entitle the Consultant to an extension of time in which to complete the work, which shall be determined by the County, provided that the Consultant will give written notice within two (2) weeks as provided herein of the cause of such act, hindrance, or delay. An extension of Contract Time shall be the Consultant's sole and exclusive remedy for all claims for delay, including delays attributable to a breach of Contract or Tort. However, the Contract Time will NOT be extended past the completion date stipulated in the County's Grant Agreement,

if there is a Grant associated with the Work.

If any emergency or natural disaster causes a delay or interferes with the use or delivery of the services described in this solicitation, the County reserves the right to acquire from other sources any services during any suspension of delivery.

13. **DIRECT PURCHASE:** The County reserves the right, at the County's sole option, to utilize the Purchasing Department's direct purchasing ordering system. Direct purchase orders may be issued for applicable supplies and equipment to be utilized in the County's solicitations in order to recover applicable sales tax on these purchase orders.
14. **DISPUTES:** In case of any doubt or differences of opinion as to the items to be furnished hereunder, the decision of the DeSoto County Board of County Commissioners shall be final.
15. **DISQUALIFICATION:** More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. If the County believes the Proposer is interested in more than one proposal for the work contemplated, all proposals in which such Proposer is interested shall be rejected. If the County believes collusion exists among Proposers, all proposals shall be rejected.
16. **E-VERIFY:** Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to confirm the employment eligibility of all persons employed by the Consultant during the term of this Agreement in which the Consultant performs employment duties within Florida. This verification requirement extends to all persons, including sub-consultants, utilized, hired, contracted, or assigned by the Consultant to perform work pursuant to this Agreement.
17. **FAILURE TO PERFORM:** If during the term of the Agreement, the Consultant should refuse or otherwise fail to perform any of its obligations under the Agreement, the County reserves the right to:
 - A) Obtain the services from another Consultant; and/or
 - B) Terminate the Agreement; and/or
 - C) Suspend the Consultant from bidding for a period of up to 24 months.
18. **INCURRED COST:** DeSoto County is not liable for any cost incurred by the Consultant prior to award. Costs for developing a response to this solicitation are entirely the obligation of the Proposer and shall not be chargeable in any manner to DeSoto County.
19. **INDEMNIFICATION:** Consultant shall defend, indemnify and hold harmless the County and all of the County's officers, agents, and employees from and against all claims, liability, loss, and expense, including reasonable costs, collection expenses, attorney's fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Consultant, its officers, agents

or employees in performance or non-performance of its obligations under the Agreement. Consultant recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the County when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the County in support of these indemnifications, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relive Consultant of its liability and obligation to defend, hold harmless and indemnify the County as set forth in this article of the Agreement.

Nothing herein shall be construed to extend the County's liability beyond that provided in Section 768.28, Florida Statutes.

20. **INFORMALITIES AND IRREGULARITIES:** The County has the right to waive minor defects or violations of a proposal from exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a Proposer with the proposal for the County to properly evaluate the proposal, the County has the right to require such additional information as it may deem necessary after the time set for receipt of proposals, provided that such concession does not affect the price, quality, quantity, delivery, or performance time of the goods/services being procured.
21. **INSURANCE:** The Consultant, at its own expense and in its own name, must provide and keep in force during the term of the Agreement, insurance coverage provided by a (a) company(s) licensed to conduct business in the State of Florida acceptable to the County with limits not less than indicated for the respective items or as otherwise agreed. Types of coverage and limits of liability shall be as set forth in the Agreement.

If any insurance should be canceled or changed by the insured or expire during the period of its proposal award, the Consultant shall be responsible for securing other acceptable insurance to provide the coverage specified in the solicitation to maintain continuous coverage during the life of the award.

22. **LEGAL REQUIREMENTS:** Federal, State, County, and local laws, ordinances, rules, and regulations that in any manner affect the item(s) covered herein apply. Lack of knowledge by the Proposer will no way be cause for relief from responsibility.
23. **LICENSE/CERTIFICATIONS:** The successful Consultant will be required to secure, at its expense, the proper occupational license and/or any other license/certification required of the applicable service/work being performed. Proof of license and/or certification may be required prior to the proposal award. The Proposer shall fully comply with all state and federal laws, County procurement policies, ordinances and regulations in any manner affecting the performance of

the Services. The Proposer shall provide its occupation license number and expiration date.

24. **LITIGATION VENUE:** All litigation shall take place either in the State Courts of Florida, wherein venue shall lie in Desoto County, Florida; or in the Federal Courts, wherein venue shall lie in the Central District in and for the State of Florida. The Consultant expressly waives venue in any other location.
25. **MISTAKES:** Proposers are expected to examine the specifications, delivery schedules, prices, and all instructions pertaining to supplies and services. Failure to do so will be at Proposer's risk.
26. **NONCONFORMING TERMS AND CONDITIONS:** A proposal response that includes terms and conditions that do not conform to the terms and conditions in the solicitation are subject to rejection as non-responsive. The County reserves the right to permit the Proposer to withdraw nonconforming terms and conditions from its proposal response prior to determination by the County as non-responsive based on the submission of nonconforming terms and conditions.
27. **NON-EXCLUSIVE AGREEMENT:** Award of this Agreement shall impose no obligation on the County to utilize the Consultant for all work of this type, which may develop during the agreement period. This is not an exclusive Agreement. The County specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the County's best interest.
28. **OPERATION DURING DISPUTE:** In the event, the County has not canceled the Agreement in accordance with the terms of the Agreement, and there remains a dispute with the Proposer and the County, the Proposer agrees to continue to operate and perform under the terms of the Agreement while such dispute is pending, and further agrees that, in the event, a suit is filed for injunction or other relief, it will continue to operate until the final adjudication of such suit by the Court.
29. **PAYMENT TERMS:** Consultant shall prepare and submit to the County's Administrative Agent for approval, invoices for the Services rendered under this Agreement. Payment shall be issued by the County's Finance Department, who shall initiate disbursements for invoices approved by the Administrative Agent in accordance with the Florida Prompt Payment Act, found in Part VII, Ch. 218 of the Florida Statutes. All invoices shall be accompanied by a report identifying the nature and progress of the Work performed. The statement shall show a summary of fees with an accrual of the total fees billed and credits for portions paid previously. The Consultant shall submit an invoice for payment to the County on a monthly basis.

The County reserves the right to withhold payment to Consultant for failure to perform the work in accordance with the provisions of this Agreement, and the

County shall promptly notify the Consultant if any invoice or report is found to be unacceptable and will specify the reasons.

30. **PERIOD OF OFFER VALIDITY:** Prices quoted must remain firm for a period of ninety (90) days from the proposal opening date.

31. **PUBLIC RECORDS REQUESTS:**

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE AGENCY'S CUSTODIAN OF PUBLIC RECORDS AT THE DESOTO COUNTY ADMINISTRATION BUILDING, 201 EAST OAK STREET, ARCADIA, FLORIDA 34266 (863) 993-4800.

a. CONSULTANT must keep and maintain all public records required by the Agency in order to perform services under this Contract.

b. Upon request from the Agency's custodian of public records, CONSULTANT shall provide the Agency with a copy of the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provide in Chapter 119, Florida Statutes, or as otherwise provided by law.

c. CONSULTANT shall 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 contract term and following completion of the contract if the CONSULTANT does not transfer the records to the Agency.

d. Upon completion of the contract, CONSULTANT shall transfer, at no cost, to the Agency all public records in possession of the CONSULTANT or keep and maintain public records required by the Agency to perform the service under this contract. If the CONSULTANT transfers all public records to the Agency upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Agency, upon request from the Agency's custodian of public records, in a format that is compatible with the information technology systems of the Agency.

32. **PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES:** This solicitation may be extended to include other governmental agencies provided a cooperative Purchasing Agreement exists. Each political entity will be responsible

for the execution of its own requirements with the awarded Consultant.

33. **RIGHT TO AUDIT RECORDS:** In the performance of this Agreement, the Consultant shall keep books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. All documents, papers, books, records, and accounts made or received by the Consultant in conjunction with the Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the County.
34. **RIGHT TO REJECT:** The DeSoto County Board of County Commissioners reserves the right to reject any and all proposals not deemed to be in the best interest of the County, or to accept that proposal, which may not be in the best interest of the County. The County reserves the right to waive any and all informalities or reject any or all proposals or any part of any proposal. The County also reserves the right to award or eliminate any portion of the proposal.
35. **SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and only materials of first quality be provided. All interpretations of this specification shall be made upon the basis of this statement.
36. **STATEMENT RELATIVE TO PUBLIC ENTITY CRIMES:** The Proposer is directed to the Florida Public Entity Crime Act 287.133, Florida Statutes, and the County's requirement that the successful Proposer complies with it in all respects prior to and during the term of the Agreement.
37. **TERMINATION FOR DEFAULT - DEFAULT/FAILURE TO PERFORM:** The County shall be the sole judge of nonperformance, which shall include any failure on the part of the Consultant to accept the award, to furnish required documents, and/or to fulfill any portion of this Agreement within the time stipulated.

Upon default by the Consultant to meet any terms of this Agreement or related Exhibit, the County will notify the Consultant, providing three (3) days (weekends and holidays excluded) to advise the County of its plan for corrective action to remedy the default. Failure on the Consultant's part to correct the default within the approved time period shall result in the Agreement being terminated and the County notifying in writing the Consultant of the effective date of the termination. The following shall constitute default:

- Failure to perform the work required under the Agreement and/or within the time required or failing to use the sub-consultants, entities, and personnel as identified and set forth, and to the degree specified in the Agreement.
- Failure to begin the work under this Agreement within the time specified.

- Failure to perform the Work with sufficient workers to ensure timely completion.
- Neglecting or refusing to correct Work where prior work has been rejected as nonconforming with the terms of the Agreement.
- Becoming insolvent, being declared bankrupt by a US Bankruptcy Court, renders the Consultant incapable of performing the Services in accordance with and as required by the Agreement.
- Failure to comply with any of the terms of the Agreement.
- Failure to pay sub-consultants or others pursuant to the Services completed under this Agreement.

In the event of default, the Consultant shall pay any damages sustained by the County, including attorney's fees and court costs incurred in collecting any damages. All documents prepared by the Consultant in connection with this Agreement will be the property of the County.

The County Development Director shall authorize payment to the Consultant, the costs and expenses for Work performed by the Consultant prior to receipt of the Notice of Termination; however, the County may withhold from amounts due to the Consultant such sums as the Administrative Services Director deems to be necessary to protect the COUNTY against loss caused by the CONSULTANT because of the default.

38. **TERMINATION FOR CONVENIENCE:** The COUNTY reserves the right to cancel this Agreement by written notice to the CONSULTANT effective Thirty (30) days following the date of notice, for any of the following reasons

- The County has determined that such cancellation will be in the best interest of the County to cancel the Agreement for its own convenience.
- Funds are not available to cover the cost of the services. The County's obligation is contingent upon the availability of appropriate funds.

The Purchasing Director shall give written notice of the termination to the Consultant specifying the reason of the Agreement termination and when the termination becomes effective.

The Consultant shall incur no further obligations in connection with the terminated Work, and on the date set in the Notice of Termination, the Consultant will stop work to the extent specified.

The County shall pay the Consultant under the following conditions:

- All costs and expenses incurred by the Consultant for work accepted by the County prior to the Consultant's receipt of the Notice of Termination.

Anticipatory profit for work and services not performed by the Consultant shall not be allowed.

39. **VERBAL INSTRUCTIONS:** No negotiations, decisions, or actions shall be initiated or executed by the Consultant as a result of any discussions with any County employee. Only those communications which are in writing from an authorized County representative may be considered. Only written communications from the Consultant which are assigned by a person designated as authorized to bind the company, will be recognized by the County as duly authorized expressions on behalf of the Consultant.

NOTE: ANY AND ALL SPECIAL CONDITIONS ATTACHED HERETO WHICH MAY VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

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SPECIAL CONDITIONS

1. INSURANCE REQUIREMENTS:

WORKERS' COMPENSATION:

Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.

COMMERCIAL GENERAL LIABILITY – OCCURRENCE FORM REQUIRED:

Consultant shall maintain Commercial General Liability (CGL) Insurance with a limit of not less than \$500,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project 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. Damage to rented premises shall be included at \$100,000.

PROFESSIONAL LIABILITY:

Consultant(s) shall maintain professional liability errors and omissions coverage with limits of not less than \$ 500,000 for professional services rendered in accordance with this Agreement. The Consultant(s) shall maintain such insurance for at least two (2) years from the termination of this Agreement and during this two (2) year period the Consultant(s) shall use their best efforts to ensure that there is no change of the retroactive date on this insurance coverage. If there is a change that reduces or restricts the coverage carried during the Agreement, the Consultant(s) shall notify County Risk Management within thirty (30) days of the change.

EVIDENCE OF INSURANCE:

Contractor shall, at its sole cost and expense, procure and maintain throughout the term of this Contract, Comprehensive General Liability and Worker's Compensation Insurance, including Employer Liability Insurance, with minimum policy limits of \$ 500,000 Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida Law, and will provide endorsed Certification of Insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the County as a named, additional insured, as well as furnishing the County with a Certified Copy, or Copies, of said insurance policies. Certificates of Insurance and Certified Copies of these Insurance Policies must accompany this signed Contract. Said insurance coverage(s) procured by the Contractor as required herein shall be considered, and the Contractor agrees that said insurance coverage(s) it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the County, and that any other insurance, or self-insurance available to the County

shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the Contractor as required herein.

Nothing herein shall be construed to extend the County's liability beyond that provided in Section 768.28, Florida Statutes.

In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30-days prior to said expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. All Certificates of Insurance must be on file with and approved by the County before the commencement of any work activities.

2. The Proposers' timely response under the terms of this Agreement is paramount. The unavailability of the highest ranked Proposer (depending on the urgency of the County's needs) may result in the award/project being authorized to the next highest ranked Proposer.

3. This Agreement shall be in effect for a period of one (1) year from date of execution and may be renewed for four (4) additional one (1) year periods upon mutual agreement by both parties.

4. The County may terminate this Agreement at its convenience with 10 days advance written notice to the Consultant.

5. It is the responsibility of the Proposer to contact the Purchasing Department prior to submitting a Proposal to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with their Proposal. Any questions relative to the interpretation of requirements, the scope of services, or selection processes shall be addressed in writing to the address indicated below. No inquires, if received within seven (7) days of the date set for the reading of names of the Proposers, will be given consideration. **Oral answers will not be authoritative.**

6. DeSoto County, a political subdivision of the State of Florida, its officers, agents, employees, and volunteers are to be included as an Additional Insured on both the Commercial General Liability and Commercial Automobile Liability. Desoto County is to be named insured as the DeSoto County Board of County Commissioners. Insurance policies meeting the requirements herein identified shall be maintained during the duration of the Agreement. Renewal certificates shall be sent to the County thirty (30) days prior to any expiration date. There shall also be a thirty (30) day notification to the County in the event of a cancellation or modification of any stipulated insurance coverage.

7. Certificates of insurance meeting the required insurance provisions shall be forwarded to the Purchasing Department upon Notice of Award, prior to the commencement of the Services. For the purpose of identification, when submitting insurance, the Request for Proposal name and number must be included on the certificate.

8. CONSULTANT AND COUNTY DEFINED:

As used in these specifications, the term “Consultant” refers to Seller, and the term “County” refers to Purchaser, as defined in the terms and conditions applicable to this Agreement. All persons acting for Consultant, such as employees, sub-consultants, and agents of the Consultant, are included in the meaning Consultant.

9. ADDITIONAL INFORMATION:

Questions about the Agreement and technical portions of the Request for Proposal must be submitted in writing to the person listed below. Proposers are cautioned that any statements made by the Agreement and/or technical contact person that materially change any portion of the proposal document shall not be relied upon unless the subsequently ratified by a formal written amendment to the proposal documents. To find out whether the County intends to issue an amendment, contact the person listed below. No contract or technical questions will be accepted after seven (7) days prior to the date set for bid opening.

Direct inquires to:

Cindy Talamantez, CPPO, CPPB
Purchasing Director
DeSoto County Board of County Commissioners
Purchasing Department
201 East Oak Street, Suite 203
Arcadia, Florida 34266
863-993-4816 Office
863-993-4819 Fax
c.talamantez@desotobocc.com

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**DESOTO COUNTY
TOURISM AND ECONOMIC DEVELOPMENT
MARKETING SERVICES
SCOPE OF SERVICES
22-14-00RFP**

DeSoto County Economic Development Department, which is part of DeSoto County Board of County Commissioners Government, are seeking proposals from qualified individuals or firms to provide marketing services for both Economic Development and Tourism. These services include branding, website management, digital and print marketing, photography, advertising, social media, targeted marketing campaigns and related services. The budget for the remainder of FY 2021-2022 is approximately \$39,000 for both Economic Development and Tourism.

This creative Agency shall have a strategic approach to support and enhance the overall marketing plan and identify marketing opportunities that target businesses, corporate site selectors and developers.

The Agreement with the marketing services agency/individual will be administered on a task order basis, not a retainer.

Economic Development activities are budgeted directly from the General Fund and are subject to budgetary constraints.

Selected firm(s) will work under the guidance of the DeSoto County Economic Development Staff. The awarded vendor shall be responsible for staying within the budgeted amount established by each task order and to provide services at a reasonable market price.

Tourism:

For Tourism, DeSoto County Economic Development Department is pursuing a creative agency to market the County as a premiere recreation and leisure destination. The marketing should ultimately drive overnight stays. The Tourism Division potential budget for the initial term of the resulting Agreement is approximately \$30,000 for the remainder of FY 2021-2022, and is subject to the availability of funds. DeSoto County reserves the right to adjust the budget and degree of related services based on results realized or the availability of budgetary funding.

DeSoto County Tourism is funded by a 3% county-wide tourist development tax on transient rentals, which generated annual net revenue of approximately \$84,000 for fiscal year 2020-21.

www.VisitDeSoto.com

About DeSoto County:

DeSoto County is centrally located in the Heartland of Florida near the Gulf Coast. DeSoto County is home to one municipality (Arcadia) and boasts attractions such as the Arcadia

Rodeo, Peace River activities (canoe rentals, camping, airboat tours, horseback riding, and fishing) and plenty of Agri-tourism opportunities.

Note that the County may choose different vendors for the different categories:

Tourism Marketing Design and Consultation Services Critical Needs & Specifications:

Proposal:

- Provide in your proposal a general tourism marketing and strategic plan with budget for year one (1), FY 2022-2023, based on the firm's experience, evaluation of DeSoto County and current industry standards for a community the size of DeSoto County
- Please include hourly rate for all design/technical services.

Services:

- Review of Brand—to include logo, messaging, positioning and all marketing assets
- Conduct market research
- Photography and Videography to promote DeSoto County Tourism
- Identify marketing priorities and opportunities
- Creative design service for marketing materials to include print, out-of-home, website, electronic and digital, social media, video, and audio, as needed. Digital marketing is a priority.
- Proactively seeks opportunities for marketing Tourism in DeSoto County.
- Review and advise about promotional activities and sponsorships
- Must be proficient in the Expression Engine platform—unless it is determined a different platform is better and cost-effective. Shall be able to make updates and modifications to existing website www.visitdesoto.com as needed.
- Review of www.visitdesoto.com for links, SEO, content, loading speeds, errors, malware, etc.
- Provide media buying services for ad placement, as needed.

Specifications:

- Must include electronic copies of each item allowing for editing/update using compatible software.
- Must include full ownership and edit rights transferred to the Board of County Commissioners. All work product and results remain property of DeSoto County.
- Delivery of final products in all file types needed to support distribution to all media including print, radio, television, Internet, computers, Flash Drives, and compressed video streaming for display on websites.
- DeSoto County requires the rights to use, copy, stream, broadcast, publicly display, and otherwise distribute all materials and derivative works with the right to sublicense.

Economic Development Marketing Design and Consultation Services

Critical Needs:

Proposal:

- Please include hourly rate for all design/technical services.
- Provide in your proposal a general, broad, Economic Development marketing strategic plan with budget for year one (1), FY 2022-2023, based on the firm's experience, evaluation of DeSoto County and current industry standards for a community the size of DeSoto County.
- Experience with Lead generation services is a plus: Firm will identify and develop leads for the DeSoto County Economic Development department to pursue. Qualified leads include site selectors, developers, businesses looking to expand or relocate, and investors in market segments that staff will identify.

Services:

- Creative design service for marketing materials to include print, electronic and digital, social media, out-of-home, video, audio, radio.
- Photography and Videography to promote the business climate in DeSoto County
- Review and update website, www.teamdesoto.com, to make it effective for Business Attraction and Business Retention. Secure and/or Create new tools or materials as needed.
- Review of www.teamdesoto.com for links, SEO, content, loading speeds, errors, malware, etc.
- Must be proficient in the Expression Engine platform—unless it is determined a different platform is better and cost-effective. Be able to make updates and modifications to existing website www.teamdesoto.com as needed.
- Provide media buying services for ad placement, as needed

Specifications:

- Must include electronic copies of each item allowing for editing/update using compatible software.
- Delivery of final products in all file types needed to support distribution to all media including print, radio, television, Internet, computers, or Flash Drives, and compressed video streaming for display on websites.
- Must include full ownership and edit rights transferred to the Board of County Commissioners. All work product and results remain property of DeSoto County.
- DeSoto County requires the rights to use, copy, stream, broadcast, publicly display, and otherwise distribute all materials and derivative works with the right to sublicense.

INSTRUCTIONS TO PROPOSERS

22-14-00RFP

Proposals are due no later than 2:00 PM on April 14, 2022. Any Proposal received after that time will not be considered.

One (1) original Proposal marked as "original", three (3) complete copies and one (1) digital copy (thumb drive) should be submitted.

Proposals must be submitted in a sealed envelope and marked
"Tourism and Economic Development Marketing Services RFP 22-14-00"

Proposals will not be accepted by fax. Proposals must be addressed/delivered to:

DeSoto County Board of County Commissioners
Administrative Services Department
201 E, Oak Street, Suite 203
Arcadia, Florida 34266

The County reserves the right to waive formalities or informalities in Proposals, to reject any or all Proposals, or to negotiate further with any or all Proposers.

The information in this Request for Proposals is provided to facilitate Proposals. If more information is needed, please submit question in writing to:

Cindy Talamantez, Purchasing Director
Telephone No: 863-993-4816
Fax No: 863-993-4819
Email: c.talamantez@desotobocc.com

1.0 PROPOSAL CONTENT:

In order to maintain comparability and facilitate the review process, it is requested that Proposals be organized in the manner specified below. Include all information requested herein in your Proposal. Please put it in tab form.

Table of Contents: Include a clear identification of the material by section and by page number.

Tab 1

Letter of Introduction & History:

- Description and history of the make-up and composition of the firm.
- State under what other or former name(s) the Proposer is currently operating under or has operated under.
- State whether your firm is local (DeSoto County), State (Florida), national or international.

Tab 2

Experience & Qualifications:

- Demonstrate your firm's qualifications and experience offered to the County as outlined in the Scope of Services. Provide relevant experience of the firm, especially in the following:
 - Particular expertise or involvement in Marketing Economic Development, rural communities in general, and Tourism. State any experience with Government Agencies.
 - Examples of keeping up with changing technologies and driving clients towards industry standards of excellence in an ongoing basis. Of particular interest are interactive on-line tools, including mapping
 - Industry awards garnered by the firm.
 - Website Development, Design, and Maintenance and any experience using Expression Engine as a Platform
 - Video Production Services for marketing purposes
 - Creative Design Services for marketing purposes
 - Economic Development- marketing design consultant services
 - Audio Production Services
 - Web Content Delivery Services
 - Media Buying Services
 - Lead Generation Services
 - Social Media Content Mapping, Production, and Execution
 - Print Strategies and Design Services
 - Digital Marketing Design Services
 - Ability to coordinate DeSoto County's marketing efforts with the County's main site (www.Desotobocc.com), regional, and state partners for cohesive and complimentary marketing/advertising.

Tab 3

References & Samples of work:

- Client experience- Include any Florida Clients you have represented.
- List new clients and past clients no longer with your firm but not older than three years. Provide contact names and telephone numbers.
- Samples of work (can be a link or links)

Tab 4

Project Team:

- Provide organizational list of the team that will represent our account. Include information on education, experience and any licensing & credential information.

Tab 5

Cost:

Include a comprehensive, specific statement indicating the itemized cost of each of your services and any other services offered by your firm at no additional cost.

- Provide a fee schedule which must identify all anticipated costs to successfully complete the Scope of Services. We recognize we cannot

accomplish all that is needed with the FY 2021-22 budget
The County shall reserve the right to negotiate and accept all, none or parts of the highest ranked Proposal.

- Identify additional fees you charge for services including such things as:
 - a. Data conversion fees
 - b. Technical and Professional services
 - c. Services Management
 - d. Training
 - e. Online services
 - f. web hosting

2.0 EVALUATION OF PROPOSALS:

This section represents the information that will be utilized in the evaluation of Proposals received and assignment of points in accordance with the evaluation criteria established for Proposals submitted. Proposers are cautioned to read this section carefully and respond with full complete information that will assist the Evaluation Committee in evaluating Proposals submitted. Proposers are requested to respond in the format and organizational structure stated and to refrain from including promotional or advertisement materials in their Proposal. The maximum allowable points that will be awarded for each section are stated. Failure to respond or incomplete responses to any evaluation criteria below will result in zero or reduced allocation of points for the criteria and may result in disqualification of entire Proposal.

2.1 Evaluation Team:

Submitted Proposals will be evaluated by a team comprised of at least three (3) members comprised of County staff, community members and/or Elected officials.

2.2 Review of Proposals:

The evaluation team will provide an independent review and will rank the Proposals in accordance with the criteria within this RFP. A short list will be determined and oral presentations may be requested before a final recommendation is taken to the Board for approval.

2.3 Evaluation Scoring:

Proposals will be evaluated using two sets of criteria. The following represents the principal selection criteria which will be considered for scoring during the evaluation process:

- a. Mandatory criteria
 - The firm has no conflict of interest with the County, its respective governing boards/committees or Elected Officials.
 - Adheres to the instructions in the RFP document for preparation and submittal of a proposal.
- b. Technical Quality (Maximum 50 Points)
 - Expertise and experience including quality of work or design examples submitted.
 - The firm's past experience and performance with comparable clients.
 - Demonstration of abilities to complete the duties listed in the Scope of

Services.

- Qualifications of personnel to be assigned to the County and the quality and experience of management support personnel available for this project
- c. Price (Maximum 30 Points)
- d. Demonstrated familiarity with DeSoto County and its Economic Development and Tourism assets, strengths, weaknesses, and opportunities. (Maximum 20 Points)

IMPORTANT NOTE

When completing the Proposal Summary Forms, it is imperative that they be completed with accuracy. If they are not completed accurately, and any restrictive terms are not divulged, your Proposal may be disqualified.

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**DESOTO COUNTY
TOURISM & ECONOMIC DEVELOPMENT
MARKETING SERVICES
RANKING FORM
22-14-00RFP**

Name of Community	DeSoto County
-------------------	----------------------

Proposer:

EVALUATION FACTORS	POSSIBLE POINTS	POINTS AWARDED
1. Technical Quality <ul style="list-style-type: none"> • Expertise and experience including quality of work or design examples submitted • The firm's past experience and performance with comparable clients. • Qualifications of personnel to be assigned to the County and the quality and experience of management support personnel available for this project. 	50	
2. Price	30	
3. Demonstrated familiarity with DeSoto County and its Economic Development and Tourism assets, strengths, weaknesses, and opportunities.	20	
TOTAL	100	

Proposal Scored by (please Print):

Signature of Scorer:

Date: _____

Note: This form is to be completed by each member of the selection committee.

PROPOSERS CHECKLIST

Proposals will not be considered if the following documents and/or attachments are not completely filled out and/or submitted with bid.

- _____ Completely Executed Bid Package (original, three (3) copies) and 1 digital copy
- _____ Qualifications Statement Form
- _____ Hold Harmless Form
- _____ Drug Free Workplace Form
- _____ Certification Regarding Debarment or Suspension
- _____ Public Entity Crimes Form
- _____ Non-Collusion Affidavit
- _____ Local Preference Affidavit (If Applicable)

STATEMENT OF NO BID/SUBMITTAL

**DeSoto County Purchasing Department
201 East Oak Street, Suite 203
Arcadia, Florida 34266**

If you **do not** intend to submit a proposal on this service, please return this form to the above address immediately or fax to 863-993-4819.

We the undersigned, have declined to submit a proposal on the requested service:
RFP 22-14-00 DeSoto County Tourism & Economic Development Marketing Services, for the following reason(s):

Insufficient time to respond to the Invitation to Bid.

We do not offer this service.

Our schedule would not permit us to perform.

Unable to meet bond/insurance requirements.

Unable to meet specifications.

Specifications are unclear (explain below).

Remove us from your vendors' list for this service.

Other (specify below).

Remarks: _____

Company name: _____

Signature: _____

Address: _____

Telephone: _____

Email Address: _____

Date: _____

QUALIFICATIONS STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: **PURCHASING DEPARTMENT**
ADDRESS: **201 E. OAK STREET, SUITE 203**
 ARCADIA, FLORIDA 34266

CIRCLE ONE

SUBMITTED BY: _____ Corporation
NAME: _____ Partnership
ADDRESS: _____ Individual
PRINCIPAL OFFICE: _____ Joint Venture
_____ Other

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Offeror is: _____

The address of the principal place of business is: _____

2. If the Offeror is a corporation, answer the following:

- a. Date of Incorporation: _____
- b. State of Incorporation: _____
- c. President's name: _____
- d. Vice President's name: _____
- e. Secretary's name: _____
- f. Treasurer: _____
- g. Name and address of Resident Agent: _____

3. If Offeror is an individual or a partnership, answer the following:

- a. Date of organization: _____
- b. Name, address and ownership units of all partners:

- c. State whether general or limited partnership: _____

4. If Offeror is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

5. If Offeror is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

a. Under what other former names has your organization operated?

7. Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of the proposal. Please attach certificate of competency and/or state registration.

8. Have you personally inspected the site of the proposed work?

Yes _____ No _____

9. Did you attend the Pre-Proposal Conference? N/A

10. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

11. Within the last five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.

12. State the names, telephone numbers and last known addresses of three (3) businesses with the most knowledge of work which you have performed, and to which you refer (governmental entities are preferred as references).

COMPANY NAME	CONTACT	ADDRESS	
			Email
			Telephone
			Email
			Telephone
			Email
			Telephone

13. List the pertinent experience of the key individual of your organization (continue on insert sheet, if necessary).

14. State the name of the individual who will have personal supervision of the services:

THE OFFEROR ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY OFFEROR TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE OFFEROR'S QUALIFICATION TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

SIGNATURE

State of Florida
County of _____

On this the _____ day of _____, _____, before me, the undersigned Notary Public of the State of Florida, personally appeared _____ and

(Name(s) of individual(s) who appeared before Notary)
whose name(s) in/ are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, stamp, or type as commissioned.)

_____ Personally known to me, or

_____ Produced identification:

_____ DID take the oath, or

_____ DID NOT take the oath.

HOLD HARMLESS

Contractor/Consultants shall indemnify and hold harmless the County, and the County's officers and employees from and against any and all liability, costs, losses, and damages (including but not limited to reasonable attorney's fees) arising out of or to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Contractor/Consultant and other persons employed by or utilized by Contractor/Consultant in their performance under this Agreement.

Type of Organization (Please Check One): Individual Ownership Joint Venture
 Partnership Corporation

Name of Bidding Firm:

Mailing Address:

Location Address:

City & State: _____ **ZIP:** _____

Telephone: _____ **Fax Number:** _____

Name/Title of person authorized to bind the Company: _____

Signature of person authorized to bind the Company: _____

Date: _____

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____ (name of business) does:

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 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.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Signature: _____

Dated: _____

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

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF _____
COUNTY OF _____

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

1. The business address of _____
[Name of firm]

is _____

2. My relationship to _____
[Name of firm]

is _____
[Relationship, such as sole proprietor, partner, president, vice president]

3. 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.

4. I understand that "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 guilty or nolo contendere.

5. 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, executive, 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.

6. Neither the firm nor any officer, director, executive, partner, shareholder, employee,

member or agent who is active in the management of the firm nor any affiliate of the firm has been convicted of a public entity crime subsequent to July 1, 1989.

[Draw a line through paragraph 6 if paragraph 7 below applies.]

7. There has been a conviction of a public entity crime by the firm, or an officer, director, executive, partner, shareholder, employee, member or agent of the firm who is active in the management of the firm or an affiliate of the firm. A determination has been made pursuant to Section 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 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 7 if paragraph 6 above applies.]

SIGNATURE

State of Florida
County of _____

On this the _____ day of _____, _____, before me, the undersigned Notary Public of the State of Florida, personally appeared _____ and

(Name(s) of individual(s) who appeared before Notary)
whose name(s) in/ are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, stamp, or type as commissioned.)

_____ Personally known to me, or

_____ Produced identification:

_____ DID take the oath, or

_____ DID NOT take the oath.

NON-COLLUSION AFFIDAVIT

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any DeSoto County, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any DeSoto County, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

County employees may not contract with the County through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

Immediate family members (spouse, parents and children) are also prohibited from contracting with the County subject to the same general rules. Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the County Procurement Policy.

NAME	RELATIONSHIPS

In the event the vendor does not indicate any names, the County shall interpret this to mean that the vendor has indicated that no such relationships exist.

AFFIDAVIT

STATE OF FLORIDA, COUNTY OF _____

BEFORE ME, the undersigned authority, personally came and appeared,
 _____, who after being duly sworn, deposed and
 said that he is the fully authorized _____ of

_____ (hereinafter referred to as affiant), and said affiant further said:

(1) That affiant has not and will not employ any person either directly or indirectly, to secure the public contract under which he is to receive payment, other than persons regularly employed by the affiant whose service in connection with the project or in securing the public contract are in the regular course of their duties for the affiant; and

(2) That no part of the contract price was paid or will be paid to any person for soliciting the contract, other than the payment of normal compensation to persons regularly

employed by the affiant whose services with the project are in the regular course of their duties for the affiant.

AFFIANT
SWORN TO AND SUBSCRIBED BEFORE ME ON THIS _____ DAY OF _____, _____. NOTARY PUBLIC

AFFIANT

Company Name: _____

Address: _____

Phone Number: _____

Signature: _____

NON-COLLUSION AFFIDAVIT IN THE STATE OF _____
_____ IN THE COUNTY OF _____
_____ being first duly sworn, on oath, says that

the bid above submitted is a genuine and not a sham or collusive bid or made in the interest of or on behalf of any person not therein named, and s/he further says that the said Bidder has not directly or indirectly induced or solicited any Bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding, and that said Bidder has not in any manner sought by collusion to secure her/himself an advantage over any other bidder or bidders. Subscribed and sworn before me this ____ day of _____, _____ NOTARY PUBLIC in and for the State of _____

Signature

Seal



DeSoto County Board of County Commissioners
Administrative Services Department
201 East Oak Street, Suite 203
Arcadia, Florida 34266
PH: 863-993-4816 Fax: 863-993-4819

LOCAL VENDOR PREFERENCE QUALIFICATIONS

Pursuant to DeSoto County Purchasing Policy Section 21, a local bidder whose bid is within 5% of the lowest bid shall be allowed an opportunity to match the lowest bid amount when evaluating bids for supplies, equipment, materials, and services. Consideration will be given for ranking of RFP's and RFQ's pursuant to Section 21.2.3 of the policy. In order to qualify for this preference, a vendor must meet all of the following criteria:

1. The local business shall have established a place of business within DeSoto County at least one (1) year prior to publication of the bid documents.
2. Local bidders must possess a valid Local Business Tax Certificate, which has been issued by the DeSoto County Planning and Zoning Department, issued at least one (1) year prior to the advertisement of bids. If renewal is not with one (1) year, evidence of the prior year is required.

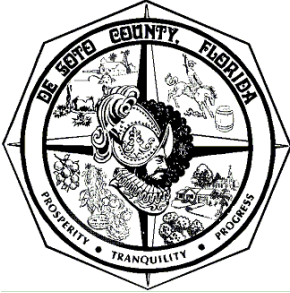
The County no longer issues Business Tax Certificated.

Bidders claiming local vendor preference for any Bid, Price Quote, or RFP must submit an Affidavit of Eligibility (see next page) with their bid or quote response, unless an approved affidavit is already on file. Submit completed affidavits via mail or fax to the following location:

DeSoto County Purchasing
201 East Oak Street, Suite 203
Arcadia, FL. 34266
Fax: 863-993-4819

For questions or assistance relating to the County's local vendor preference policy, call us at 863-993-4816.

DeSoto County Board of County Commissioners
Administrative Services Department
 201 East Oak Street, Suite 203
 Arcadia, Florida 34266
 PH: 863-993-4816 Fax: 863-993-4819



**LOCAL VENDOR PREFERENCE
 STATEMENT OF QUALIFICATIONS**

Complete all areas below. Incomplete forms may be rejected. Submit by mail or fax to the above address.

1. LEGAL NAME OF BUSINESS: _____

MAILING ADDRESS	PHYSICAL ADDRESS (if different)

2. Year your business was established: _____

3. Local Business Tax Number: _____ Issued by: _____

4. Enter the Company Name and Address as it appears on permit:

5. Does your business have more than one office in the State of Florida?
 Yes _____ No _____ If so, List: _____

6. Was the local business required to pay business and/or real property tax for the most recent tax year?
 Yes _____ No _____

 Under penalty of perjury, the undersigned states that the foregoing statements are true and correct. The undersigned also acknowledges that any person, firm, corporation or entity intentionally submitting false information to the County in an attempt to qualify for local preference shall be prohibited from bidding on DeSoto County products and services.

Authorized Signature: _____ Date: _____

Printed Name & Title: _____ Phone: _____

**LOCAL PREFERENCE POLICY
AFFIDAVIT OF ELIGIBILITY**

A. Authorized Representative

I, [name] _____, am the [title] _____
and the duly authorized representative of:
[name of business] _____ and that I
possess direct personal knowledge to make informed responses to these certifications and
the legal authority to make this Affidavit on behalf of the business for which I am acting on
behalf of.

B. Place of Business: I certify that the above business is legally authorized to engage in the sale
of goods and/or services and has a physical place of business in DeSoto County. The
physical address of the location, which meets the above criteria, is:

Initial _____

C. Business History: I certify that business operations have been handled at the above physical
location for at least one (1) year and began on [date] _____ Initial

D. Fees and Taxes: I certify that this business is not delinquent in the payment of fees,
assessments, taxes to any governmental unit or taxing authority within DeSoto County, with
the exception of those, which are the subject of a legal current appeal. [Initial] _____

*Each of the above certifications is required to meet the qualification of "Local Business" under
the DeSoto County Procurement Policy.*

Signature of Affiant

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, _____, by
(name of person making statement).

(Notary Seal) Signature of Notary: _____

Name of Notary (typed or printed) _____

Personally Known _____ OR Produced Identification _____ Type of Identification Produced

**Submit executed copy to DeSoto County Purchasing, 201 E Oak St., Suite 203, Arcadia,
FL 34266**

**(SAMPLE)
AGREEMENT
DESOTO COUNTY
TOURISM & ECONOMIC DEVELOPMENT MARKETING SERVICES
SOLICITATION NO. 22-14-00RFP**

THIS AGREEMENT is made this ____ day of _____, 2022, between **BOARD OF COUNTY COMMISSIONERS, DESOTO COUNTY, FLORIDA**, a Political subdivision of the State of Florida hereinafter referred to as (“COUNTY”), whose address is 201 East Oak Street, Arcadia, Florida 34266, and _____, a _____, hereinafter referred to as (“CONSULTANT”) authorized to do business in the State of Florida, and whose address is _____.

WHEREAS, the COUNTY desires to retain an CONSULTANT to provide Tourism & Economic Development Marketing Services for DeSoto County; and

WHEREAS, CONSULTANT desires to render services described in the Scope of Services and has the qualifications, experience, staff and resources to perform those services; and

WHEREAS, through a competitive selection process conducted in accordance with the requirements of Florida law and County policy, the COUNTY has determined it to be in the best interest of the COUNTY to award an Agreement to the CONSULTANT for the rendering of those services described in Exhibit A; and;

NOW, THEREFORE, In consideration of the promises made herein and other good and valuable considerations, the following terms and conditions are hereby agreed to between the COUNTY and the CONSULTANT.

I. INCORPORATION BY REFERENCE AND ENTIRE AGREEMENT.

The foregoing “Whereas” clauses are hereby incorporated by reference and affirmed and ratified by the parties as true and correct. The Documents which comprise this Agreement between the COUNTY and the CONSULTANT are attached hereto, made a part hereof and consist of the following:

- A. This Agreement;
- B. Scope of Services attached hereto as Exhibit “A”;
- C. General and Special Conditions attached hereto as Exhibit “B”.

D. CONSULTANT's Proposal attached hereto as Exhibit "C";
In the event of a conflict between any of the terms and conditions in the Exhibits and this Agreement, this Agreement shall prevail.

II. DEFINITIONS. The following terms shall have the meanings expressed below unless otherwise indicated.

Acceptance: Approval by the COUNTY of the Services as being fully complete in accordance with the Agreement and its attached Scope of Services.

Project Manager: An authorized representative of the COUNTY assigned to observe the Work performed and materials furnished by the CONSULTANT or such other person as may be appointed by the COUNTY as its representative in the Work Assignment.

Agreement: This Agreement between COUNTY and the CONSULTANT.

Addenda: Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Scope of Services, including additions, deletions, clarifications or corrections to the Scope of Services.

Approval: Acceptance by the COUNTY as satisfactory.

Consultant: The qualified Consulting Firm with whom the COUNTY has executed this Agreement.

Contracting Officer: The COUNTY or the individual who is authorized to sign the Agreement on behalf of the COUNTY'S governing body.

County: DeSoto County, Florida.

Project: The entire Scope of Services to be performed as provided in the Work Assignment.

Written Notice: All written notices, demands, instruction, claims, approvals, and disapprovals required to obtain compliance with Service requirements, whether delivered in person or to the CONSULTANT'S authorized agent. Unless otherwise provided, Notice to the COUNTY shall be to the Authorized Project Manager.

III. CONSULTANT SERVICES.

CONSULTANT agrees to diligently and timely perform professional services for the COUNTY which entails Tourism & Economic Development Marketing Services. Specific Tasks to be performed by the CONSULTANT(S) shall be assigned by the

COUNTY'S Administrative Agent who shall first notify the CONSULTANT of the Work to be conducted. The CONSULTANT shall prepare a Scope of Work, time schedule and budget based on an hourly rate schedule approved by the COUNTY, and incorporated within and shall become part of the Agreement, for performance of the Work and discussed Task. When the Scope of Work, time schedule, and budget are mutually agreeable, the COUNTY shall issue a Task to the CONSULTANT. The Task shall be executed for the COUNTY by the COUNTY'S Administrative Agent and thereafter shall become a part of this Agreement between the parties.

This Agreement shall commence immediately upon execution by both the COUNTY and the CONSULTANT and shall be for an initial one (1) year period from the date entered into, and may be renewed for an additional four (4) – one (1) year periods based on mutual agreement. Fee schedules may be renegotiated at the inception of the Agreement renewal.

IV. RESPONSIBILITIES OF THE CONSULTANT(S)

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, methodology, other documents and data used or produced by or at the behest of the CONSULTANT(S) under this Agreement. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its reports, methodology, specifications, other documents and data.
- B. CONSULTANT shall furnish all labor, supervision, and materials for the Service. If the CONSULTANT is comprised of more than one legal entity, each entity shall be jointly responsible for the performance of this Agreement.
- C. Prior to entering into this Agreement, the CONSULTANT shall file a sworn statement with the COUNTY as described for Public Entity Crimes of the Florida Statutes, Chapter 287.133, and the CONSULTANT shall thereafter comply with Florida Statutes concerning such activities.
- D. The CONSULTANT shall comply with all federal, state, and local laws, regulations and ordinances applicable to the Work or payment for Work and

shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of Work under this Agreement.

- E. The CONSULTANT shall maintain books, records, documents, and other evidence directly pertaining to or connected with the Services under this Agreement which shall be available and accessible at the CONSULTANT'S offices for the purpose of inspection, audit, and copying during normal business hours by the COUNTY, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) years after completion of the services or as required by Chapter 119, Florida Statutes.
- F. CONSULTANT further represents and warrants that all previous representation and statements made in the Proposal Forms attached to its response to Request for Proposal 22-14-00 are accurate to the best of CONSULTANT'S knowledge and reaffirms its attestations and the information contained in those documents herein.
- H. CONSULTANT represents and warrants that all state and federal licenses required to complete the Work shall be obtained by the CONSULTANT prior to commencement of any Work.

V. OBLIGATIONS OF COUNTY

- A. The COUNTY will designate a Project Manager to act on behalf of the COUNTY with respect to the Scope of Services and whose role is to monitor day-to-day activities and ensure all requirements are met and do all things necessary to properly administer the terms and conditions of this Agreement. The responsibility of the COUNTY'S Project Manager shall include:
 - 1. Examination of all reports, data, estimates, proposals, and other documents presented by the CONSULTANT, rendered in writing, and to make any necessary decisions within a reasonable time.
 - 2. Transmission of instructions, receipt of information, interpretation and definition of COUNTY policies and decisions with respect to project, materials, and other matters pertinent to the Work covered by this Agreement.

3. Review for approval or rejection of all of the CONSULTANT'S documents and payment requests in a timely manner.
 4. Returning items delivered by the CONSULTANT, which are not conforming to the Scope of Services, at the CONSULTANT'S expense and risk of increase in cost for items not delivered as specified.
- B. The COUNTY shall, upon request, furnish the CONSULTANT with all existing data, plans, studies and other information in the COUNTY'S possession which may be useful in connection with the Work, all of which shall be and remain the property of the COUNTY and shall be returned to the COUNTY'S Project Manager upon completion of the Services to be performed by the CONSULTANT.
- C. The COUNTY'S Project Manager shall conduct periodic reviews of the Work of the CONSULTANT necessary for the completion of the CONSULTANT'S services during the period of this Agreement and may make other COUNTY personnel available, where required and necessary to assist the CONSULTANT. The availability and necessity of said personnel to assist the CONSULTANT shall be determined solely within the discretion of the COUNTY.

VI. COMPENSATION AND PAYMENT OF CONSULTANT

- A. The COUNTY agrees to pay the CONSULTANT a Not to Exceed fee of _____ (\$ _____).for each Task performed
- B. All payments made to the CONSULTANT as a result of this Agreement will be made under the terms of Florida's Prompt Pay Act.

VII. INDEMNIFICATION: CONSULTANT shall defend, indemnify and hold harmless the County and all of County's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorney's fees, and court costs which may arise because of the negligence (whether active or passive), errors & omissions, in whole or in part (whether joint, concurrent, or contributing), of CONSULTANT, its officers, agents or employees in performance or non-

performance of its obligations under the Agreement. CONSULTANT recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the County when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the County in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relive CONSULTANT of its liability and obligation to defend, hold harmless and indemnify the County as set forth in this article of the Agreement.

Nothing herein shall be construed to extend the County's liability beyond that provided in Section 768.28, Florida Statutes.

VIII. INSURANCE

- A. Before performing any services, the CONSULTANT(S) shall procure and maintain, during the life of the Agreement, unless otherwise specified the insurance coverage listed below. The policies of insurance shall be primary and written on forms acceptable to the COUNTY and placed with insurance carriers approved and licensed by the Florida Insurance Department and meet a minimum financial AM Best and Company rating of no less than "Excellent": VII. No changes are to be made to these specifications without prior written specific approval by the COUNTY'S Risk Manager.

WORKERS' COMPENSATION:

Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.

COMMERCIAL GENERAL LIABILITY – OCCURRENCE FORM

REQUIRED:

Consultant shall maintain Commercial General Liability (CGL) Insurance with a limit of not less than \$500,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this

project 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. Damage to rented premises shall be included at \$100,000.

PROFESSIONAL LIABILITY:

Consultant(s) shall maintain professional liability errors and omissions coverage with limits of not less than \$ 500,000 for professional services rendered in accordance with this Agreement. The Consultant(s) shall maintain such insurance for at least two (2) years from the termination of this Agreement and during this two (2) year period the Consultant(s) shall use their best efforts to ensure that there is no change of the retroactive date on this insurance coverage. If there is a change that reduces or restricts the coverage carried during the Agreement, the Consultant(s) shall notify County Risk Management within thirty (30) days of the change.

EVIDENCE OF INSURANCE:

Contractor shall, at its sole cost and expense, procure and maintain throughout the term of this Contract, Comprehensive General Liability and Worker's Compensation Insurance, including Employer Liability Insurance, with minimum policy limits of \$ 500,000 Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida Law, and will provide endorsed Certification of Insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the County as a named, additional insured, as well as furnishing the County with a Certified Copy, or Copies, of said insurance policies. Certificates of Insurance and Certified Copies of these Insurance Policies must accompany this signed Contract. Said insurance coverage(s) procured by the Contractor as required herein shall be considered, and the Contractor agrees that said

insurance coverage(s) it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the County, and that any other insurance, or self-insurance available to the County shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the Contractor as required herein.

Nothing herein shall be construed to extend the County's liability beyond that provided in Section 768.28, Florida Statutes.

In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued 30-days prior to said expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. All Certificates of Insurance must be on file with and approved by the County before the commencement of any work activities.

IX. OWNERSHIP AND USE OF DOCUMENTS

The documents, or reproducible copies, including reports, designs, specifications, notebooks, tracings, photographs, negatives, findings, data, memoranda and other documents developed by the CONSULTANT in connection with its Services shall be delivered to, and shall become the property of the COUNTY as they are received by the COUNTY. The CONSULTANT hereby assigns all its copyright and other proprietary interests in the products of this Agreement to the COUNTY. Specific written authority is required from the COUNTY'S Project Manager for the CONSULTANT to use or disclose any of the work products of this Agreement on any non-COUNTY project.

X. TIMELY PERFORMANCE OF CONSULTANTS PERSONNEL

The timely performance and completion of the required services is vitally important to the interest of the COUNTY. The CONSULTANT shall assign a Project Manager, together with such other personnel as are necessary to assure faithful prosecution and timely delivery of services pursuant to the requirements of this Agreement. The personnel assigned by the CONSULTANT to perform the Services of this Agreement, shall comply with the information presented in the Proposal made a part hereof by reference. The CONSULTANT shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution

to the CONSULTANT'S key personnel must receive the County Project Manager written approval before said changes or substitution can become effective.

- A. The Services to be rendered by the CONSULTANT shall commence upon execution of the Agreement.
- B. The CONSULTANT specifically agrees that all Work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth in the project outline, subject only to delays caused through no fault of the CONSULTANT or the COUNTY. Time is of the essence in the performance of this Agreement. The CONSULTANT shall not be entitled to any claim for damages including loss of profits, loss of use, overhead expenses, equipment rental, etc. because of hindrances or delays for any cause whatsoever, whether or not occasioned by an act of God, or by any act or omission on the part of the COUNTY. COUNTY'S agents or governmental agencies having jurisdiction which hinder or delay may entitle the CONSULTANT to an extension of time in which to complete the Work, which shall be determined by the COUNTY, provided that the CONSULTANT will give written notice within two weeks as provided herein of the cause of such act, hindrance or delay. An extension of Time shall be the CONSULTANT'S sole and exclusive remedy for all claims for delay, including delays attributable to breach of the Agreement or tort. However, the time shall not be extended past the completion date stipulated in any grant agreement executed by the COUNTY. If any emergency or natural disaster causes delay or interference with the use or delivery of the Services, the COUNTY reserves the right to cure from other sources any services during any suspension of delivery.

XI. TERMINATION FOR DEFAULT

The COUNTY shall be the sole judge of nonperformance, which shall include any failure on the part of the CONSULTANT to accept the award, to furnish required documents, and/or to fulfill any portion of this Agreement within the time stipulated.

Upon default by the CONSULTANT to meet any term of this Agreement or related Exhibit, the COUNTY will notify the CONSULTANT, providing three (3) days (weekends

and holidays excluded) to advise the COUNTY of its plan for corrective action to remedy the default. The corrective action plan must be accepted by the COUNTY. Failure on the CONSULTANT'S part to correct the default within the approved time period shall result in the Agreement being terminated and the COUNTY notifying in writing the CONSULTANT of the effective date of the termination. The following shall constitute an act of default:

1. Failure to perform the Work required under the Agreement and/or within the time required or failing to use personnel as identified and set forth, and to the degree specified in the Agreement.
2. Failure to begin the Work under this Agreement within the time specified.
3. Failure to perform the Work with sufficient workers to ensure timely completion.
4. Neglecting or refusing to correct Work where prior work has been rejected as nonconforming with the terms of the Agreement.
5. Becoming insolvent, being declared bankrupt by a US Bankruptcy Court, renders the successful firm incapable of performing the Work in accordance with and as required by the Agreement.
6. Failure to comply with any of the terms of the Agreement.

In the event of default, the CONSULTANT shall pay any damages sustained by the COUNTY including attorney's fees and court costs incurred in collecting any damages. Title to all materials, work-in-progress, and completed but undelivered goods will pass to the COUNTY after costs are claimed and allowed. All documents prepared by the CONSULTANT in connection with this Agreement will be the property of the COUNTY.

XII. TERMINATION FOR CONVENIENCE

- A. The COUNTY reserves the right to cancel this Agreement by written notice to the CONSULTANT effective the date specified in the notice, for any of the following reasons:
 1. The COUNTY has determined that such cancellation will be in the best interest of the COUNTY to cancel the Agreement for its own convenience.

2. Funds are not available to cover the cost of the Services. The COUNTY'S obligation is contingent upon the availability of appropriate funds.

The Purchasing Director shall give written notice of the termination to the CONSULTANT specifying the reason for the Agreement termination and when termination becomes effective.

The CONSULTANT shall incur no further obligations in connection with the terminated Work and on the date set in the Notice of Termination the CONSULTANT will stop Work to the extent specified.

The COUNTY shall pay the CONSULTANT under following conditions:

1. All costs and expenses incurred by the CONSULTANT for Work accepted by the COUNTY prior to the CONSULTANT'S receipt of the Notice of Termination.

Anticipatory profit for Work and Services not performed by the CONSULTANT shall not be allowed.

If, after Notice of Termination of the CONSULTANT'S right to proceed under the provisions of this clause, it is determined for any reason that the CONSULTANT was not in default under the provisions of the Agreement, the COUNTY may at its option, agree to reinstate the Agreement allowing for project completion.

Neither the COUNTY nor the CONSULTANT shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable forces, the effect of which, by the exercise of reasonable diligence the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage and governmental actions.

- B. Convenience. The COUNTY reserves the right to cancel this Agreement if

the cancellation is in the best interest of the COUNTY for its own convenience.

- C. In addition to termination, if during the term of the Agreement, the CONSULTANT(S) should refuse or otherwise fail to perform any of its obligations under the Agreement, the COUNTY reserves the right to: 1) obtain the services from another CONSULTANT, and/or 2) suspend the CONSULTANT from bidding for a period of twenty-four (24) months on other COUNTY Solicitations or Requests for Qualifications. In the event the COUNTY has not terminated the Agreement and there remains a dispute with the CONSULTANT, the CONSULTANT agree at the COUNTY'S request to continue to operate and perform under the terms of the Agreement while such dispute is pending and further agrees that, in the event a suit is filed for injunction or other relief, it will continue to operate until the final adjudication of the suit by the COUNTY unless otherwise requested by the COUNTY.

XIII. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement. For any material change in the Scope of Services or any increase in the compensation for the services, the Board of County Commissioners for the COUNTY and the duly authorized representative for the CONSULTANT(S) shall agree in writing to this change. All changes shall be in accordance with the requirements of the DeSoto County Procurement Policy.
- B. Any reference to a specific chapter of the Florida Statutes in this Agreement shall incorporate that law by reference and made a part of this Agreement.
- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law. The rights and obligations of the parties

under this Agreement shall be governed by the laws of the State of Florida and the venue for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement shall be in DeSoto County, Florida. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.

- D. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- E. It is possible that during the course of and subsequent to the termination of this Agreement, the CONSULTANT may desire to publish certain results of scientific, technical or general interest study originating under or existing by virtue of this Agreement in, or by means of journals, magazines, newspapers, radio broadcasts, or other media of communication. The CONSULTANT shall not, without the written approval of the COUNTY, disclose to others, publish or authorize anyone to publish any technical or confidential information acquired in the course of doing Work or rendering Services under this Agreement unless required by Chapter 119, Florida Statutes.
- F. Captions and paragraphs are added for the mere convenience of the parties. Both parties have had an opportunity for legal review prior to signing this document. This Agreement shall not be construed more strictly against the party responsible for the primary drafting of the document.
- G. In the event of litigation, attorney fees, shall be awarded to the prevailing party, including any and all attorney fees incurred by virtue of appellate review.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day of _____ 2022.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
DESOTO COUNTY, FLORIDA**

By: _____
Mandy J. Hines
County Administrator

By: _____
Elton A. Langford
Chairman

BoCC Approved: _____

Approved as to form and
Legal sufficiency:

Donald D. Conn
County Attorney

Date: _____

WITNESSES:

By: _____

Printed Name: _____

Title: _____

REQUEST FOR PROPOSALS

The DeSoto County Board of County Commissioners are seeking Formal Proposals for Tourism & Economic Development Marketing Services as described within the context of this Solicitation. There will be no Pre-Solicitation Meeting held for this Project. Proposals are to be submitted no later than 2:00 p.m. on April 14, 2022, at the DeSoto County Purchasing Department. For more information concerning this Bid please e-mail c.talamantez@desotobocc.com or call 863-993-4816. Cindy Talamantez, CPPB, Purchasing Director.

Publish: Wednesday March 16, 2022, if possible.
(LEGAL LINE AD) Charlotte Sun Herald and Daily Sun

Bill To: DeSoto County Purchasing Department
201 East Oak Street, Suite 203
Arcadia, FL 34266

Contact Person: Jacque Daniels
863-993-4816

PLEASE EMAIL PROOF AND PRICING. THANKS