

WAKULLA COUNTY
BOARD OF COUNTY COMMISSIONERS



**REQUEST FOR PROPOSALS (RFP) FOR
MARKETING, SOCIAL MEDIA DEVELOPMENT AND WEBSITE
UPDATE & SUPPORT
RFP 2019-25**

RFP ADVERTISE DATE: October 31, 2019

RFP RELEASE DATE: October 31, 2019

RESPONSES DUE DATE AND TIME: December 2, 2019 @ 3:00 P.M.

MAIL OR DELIVER RESPONSES TO:

(hand-delivery or express mail services)

Wakulla County Board of County Commissioners

ATTN: RFP 2019-25

3093 Crawfordville Highway

Crawfordville, FL 32327

Contact:

PROCUREMENT OFFICE

Natalie Knowles

3093 Crawfordville Highway

Crawfordville, FL 32327

850-926-0919

nknowles@mywakulla.com

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RFP 2019-25 MARKETING, SOCIAL MEDIA DEVELOPMENT AND WEBSITE UPDATE & SUPPORT

INTENT AND GENERAL INFORMATION

Wakulla County, Florida through Requests for Proposals No. 2019-25, is soliciting proposals from qualified businesses registered to do business in the State of Florida to provide marketing, social media development and website update and support ("Services") for the Tourism Development Council (TDC) of Wakulla County, Florida.

Firms interested in preparing a response for this RFP must complete the requirements set forth in this RFP, its attached documents and documents incorporated by reference (collectively referred to as the "RFP"). Under the proposal process of Wakulla County, the conditions set forth herein are binding on the Proposer as confirmed by the signature of a person with legal authority to bind the Proposer on the cover letter transmitting its Proposal to the County in response to this RFP.

If this RFP is amended, the County Procurement Office will issue an appropriate addendum to the RFP. If an addendum is issued, all terms and conditions of this RFP that are not specifically modified in the addendum shall remain unchanged. An addendum to this RFP will be issued if any of the dates and/or times change. Specific dates/time will be determined at each phase.

It is understood and the Proposer hereby agrees to be solely responsible for obtaining all materials and determining the best methods that will be utilized to meet the intent of the specifications of this RFP. Failure by the Proposer to acquaint themselves with the available information will not relieve them from responsibility for estimating properly the difficulty or cost of successfully performing the Work. Proposers are expected to examine the specifications and all instructions pertaining to the required commodities/services. Failure to do so will be at Proposer's own risk.

The County reserves the right to reject any Proposal found to be non-responsive, vague, or non-conforming. The County also reserves the right at any time to withdraw all or part of this RFP in order to protect its best interests. The County is not liable for any costs incurred by the Proposer in preparing its response, nor is a response an offer to contract with any Proposer. Pursuant to Chapter 119, Florida Statutes (FS), all responses are subject to Florida's public records laws.

While every effort is made to ensure the accuracy and completeness of information in the RFP, it is recognized that the information may not be complete in every detail and that all work may not be expressly mentioned in the RFP. It is the responsibility of the Proposer to include in its Proposal all pertinent information in accordance with the objectives of the RFP.

Proposers interested in the Work are instructed to submit **three (3) original hard copies and one (1) electronic copy** (USB flash drive) of its **complete** Proposal in accordance with this RFP, no later than **December 2, 2019 @ 3:00 P.M.**, unless otherwise changed through an addendum to this RFP, to the Procurement Office at 3093 Crawfordville Highway, Crawfordville, FL 32327. (Microsoft Word versions of all appendixes can be requested from the Procurement Office.) Proposals received after this date and time will not be considered and shall be returned unopened. The USB flash drive will not be returned.

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- **Wakulla County is an Equal Opportunity Employer.**
- **MBE/WBE businesses are encouraged to participate.**
- **Wakulla County strictly enforces open and fair competition.**

ADA – Special Accommodations: Any person requiring accommodations by the County due to a disability should call the Procurement Office at 850-926-0919 at least five (5) working days prior to any pre-response Conference, response opening, or meeting. If you are hearing or speech impaired, please contact the County Procurement Office by the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

The RFP and any addenda issued are available on the Wakulla County website at <http://www.mywakulla.com> or by contacting the County at 850-926-0919. All questions pertaining to this RFP should be submitted in writing in accordance with the RFP instructions set forth in Section 1.1 of the RFP.

SECTION 1.0 SCHEDULE OF EVENTS

Failure to comply with this or any other paragraph of this RFP shall be sufficient reason for rejection of the Proposal.

All times listed in the Schedule of Events are Eastern Standard Time (EST).

Event	Date/Time
Proposal Advertisement Date	October 31, 2019
Release of Request for Proposals	October 31, 2019
Questions Due from Prospective Proposer	November 14, 2019
Responses to questions due	November 21, 2019
PROPOSALS DUE TO BOCC	December 2, 2019 @ 3:00 P.M.
Oral Presentations (if required)	December 16 & 17, 2019
Posting of Intended Award	December 23, 2019
Board Consideration of Intended Award	January 6, 2020
Posting of Notice of Award	January 7, 2020

- 1.1 All inquiries and questions concerning this RFP must be in writing (e-mail is acceptable), received in accordance with Section 1.0 Schedule of Events, and must be directed to: Natalie Knowles, Procurement Coordinator, at nknowles@mywakulla.com or 3093 Crawfordville Highway, Crawfordville, FL 32327.

Questions and responses will be posted on the County's Website and, if necessary, an Addendum(s) will be issued.

- 1.2 All **Proposals** and all attachments must be bound and delivered **SEALED** to the County at the address shown below no later than the time and date set for receipt of Proposals in Section 1.0, Schedule of Events.

Deliver OR mail the **Proposal in a sealed** envelope/package to:

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WAKULLA COUNTY PROCUREMENT OFFICE
ATTN: RFP # 2019-25
Natalie Knowles
3093 CRAWFORDVILLE HIGHWAY
CRAWFORDVILLE, FL 32327

- 1.3 The front lower left corner of each **SEALED** envelope/package shall contain the following information for proper identification:

MARKETING, SOCIAL MEDIA DEVELOPMENT AND WEBSITE UPDATE & SUPPORT RFP # 2019-25 Attention: Natalie Knowles DUE NO LATER THAN: December 2, 2019 @ 3:00 P.M.

- a. Include name and address of Proposer on each sealed envelope/package.
 - b. If Proposal is contained in multiple packages, number each sealed package sequentially, i.e., "1 of 3", "2 of 3", "3 of 3".
- 1.4 All Proposals received will be recorded and date stamped at the Wakulla County office located at 3093 Crawfordville Highway, Crawfordville, Florida. The responsibility for submitting the Proposal to the County Procurement Office no later than the specified time and date is solely that of the Proposer. The County will in no way be responsible for delays in mail delivery or delays caused for any other occurrence.
- 1.5 Submission of Proposals by fax or other electronic means will not be accepted. Late Proposals will not be accepted, i.e., any Proposal submitted/received after **December 2, 2019 @ 3:00 P.M.** unless otherwise changed through the issuance of an addendum to this RFP.
- 1.6 Any proposals received after the stated time and date will not be considered. Late proposals shall not be opened at the public opening. Arrangements may be made for the unopened proposals to be returned at the Proposer's request and expense.
- 1.7 Proposals may be withdrawn or modified only by written notification from the Proposer prior to the time fixed for the opening of Proposals. Negligence on the part of the Proposer in preparing the Proposal confers no right for withdrawal of the Proposal after it has been opened.

SECTION 2.0 CONE OF SILENCE

- 2.1 A Cone of Silence will be in effect for this RFP beginning with the advertisement date of **October 31, 2019**.
- 2.2 The prospective Proposer shall not have any communication with any County officers, agents, or employees regarding this RFP or project. No interpretation of the meaning of the specifications or RFP shall be made to a Proposer orally. Any such oral or other interpretations or clarifications shall be without legal effect.
- 2.3 All requests for interpretations or clarifications shall be in writing, addressed to the contact person as shown in Section 1.0, Schedule of Events. All such request for interpretations or clarifications must be received in writing in accordance with Section 1.0, Schedule of Events. Any and all such interpretations and supplemental instructions shall be in the form of a written addendum which, if issued, shall be posted on the County's website on the date indicated in Section 1.0, Schedule of Events. Such written addenda shall be binding on the Proposer and shall become a part of the RFP Document(s)

SECTION 3.0 SCOPE OF WORK (SOW)

- 3.1 **Background:** Wakulla County is seeking proposals to provide marketing, social media development and website update & support services for the Tourism Development Council (TDC). The Proposer must have knowledge of nature and heritage-based tourism marketing strategies and show innovative ideas in the areas of social media marketing, content creation and specific targeting to Florida-based destinations.

The Proposer must also have experience with brand development and management; marketing; social media strategy, implementation, and management; website design, development and support and market research.

- 3.2 **Scope of Work:**

The successful Proposer will have the proven ability to provide the Services outlined in this RFP and in particular the following specific requirements and conditions. The scope of work includes, but is not limited to:

- **Strategy**
 - Serve as the expert advisor for the development and implementation of marketing strategies;
 - Assist staff with the development of a marketing plan;

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- **Marketing and Public Relations**

- Provide graphic design and content development for digital, print and collateral material, as requested. This includes taking raw data provided by the County and placing it into a marketable form;
- Provide strategic campaign support, including planning, development and execution;
- Assist in the creation of social media content;
- Provide graphic design services for the creation and design of websites, social media, brochures, newsletters and other print material;
- Collaborate with staff and provide advice for social media communications such as Facebook, Twitter and Instagram;
- Assist with promoting special events within the County;
- Create and email blast a bi-monthly newsletter to interested parties;

- **Market Research**

- Conduct market research to identify target population visitors;
- Identify perception and image of the County;
- Identify seasonal tourism patterns to increase target market audience;
- Identify visitation patterns to local area attractions;
- Identify the demographics of visitors in order to target specific market audiences;

- **Website**

The Proposer shall be responsible for managing the home page and making design changes as needed and as required to the website including the addition and deletion of links. The Proposer will be responsible for optimizing web content to generate leads and attract tourist traffic. Additional responsibilities regarding the website are as follows:

- Provide website design, development and support services;
- Maintain a monthly event calendar based on information provided by Staff;
- Graphics support including photos, memes and other visuals for use in various social media channels (note that the TDC has a bank of photos suitable for this purpose);
- Integrated report data that includes click throughs, reservations, monthly referrals, customer feedback, economic impact, etc.;
- Assist staff to update and maintain the downloadable resources such as brochures, handbooks, guidebooks and suggested itineraries;
- Support Google Map integration across the entire platform along with “what’s nearby” radius searches;
- Support and update a five to seven-day weather integration on website;
- Support and maintain a fully indexed website search to include map links;
- Support and maintain calendar widgets to enable the easy sharing of upcoming events;

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- Provide a monthly report that details visitor data and economic impact, including the ability to separate data into vendor specific strategies;
 - Website updates must be included to allow the Wakulla County TDC to remain at the cutting edge of internet and social media technology without incurring the cost of future upgrades and redesign ;
 - Provide a monthly report to the County staff that reflects the website traffic and other information, as requested;
 - Provide expertise and support for Search Engine Optimization (SEO).
- **General**
 - The selected Proposer will attend two (2) TDC meetings annually (October-September) to update the Council and provide a presentation for the development, review and discussion of the implementation and successful achievement of the Scope of Services as stated in this RFP. **Travel will not be reimbursed and therefore should be included in the fee schedule/cost proposal as part of the Services.**

SECTION 4.0 PROPOSAL RESPONSE REQUIREMENTS

4.1 Overview

- 4.1.1 The County has established certain mandatory requirements that must be included as part of any Proposal. The use of the terms “shall,” “must,” or “will” (except to indicate simple futurity) in this RFP indicates a mandatory requirement or condition. The words “should” or “may” in this RFP indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable feature will not by itself cause rejection of a Proposal.
- 4.1.2 Proposals not meeting all material requirements of this request or which fail to provide all required information, documents, or materials such as request forms, bonds, etc., will be rejected as non-responsive. Material requirements of the Proposal are those set forth as mandatory, or without which an adequate analysis and comparison of replies is impossible, or those which affect the competitiveness of replies or the cost to the County. A Proposer whose Proposal, past performance, or current status that does not reflect the capability, integrity or reliability to perform fully and in good faith the requirements of the Contract may be rejected as non-responsible in accordance with Sec. 2.255(c) of the Wakulla County Code of Ordinances.
- 4.1.3 The County reserves the right to determine which Proposals meet the material requirements of the RFP and which Proposals are responsible and/or responsive. Further, the Board of County Commissioners may reject any and all Proposals and seek new Proposals when it is in the best interest of the County to do so.
- 4.1.4 A Proposal by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary.

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The corporate address and state of incorporation shall be provided on the Proposal Form, for a Proposal by a/an:

- a. Partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be provided on the Proposal Form.
- b. Limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- c. Individual shall show the Proposer's name and business address.
- d. Proposal by a joint venture shall be executed by each joint venture member in the manner indicated on the Proposal form. The official address of the joint venture must be provided on the Proposal Form.

4.1.5 All names shall be printed in ink below the signatures.

4.1.6 The Proposal shall contain an acknowledgment of receipt of all Addenda, the numbers and dates of which shall be filled in on the Proposal form.

4.1.7 The postal and email addresses and telephone number for communication regarding the Proposal shall be shown.

4.1.8 A Proposer seeking to do business with the County shall, at the time of submitting a Proposal, be appropriately registered with the Department of State in accordance with the provisions of Chapters 605, 607, 617, or 620 Florida Statutes, as applicable. For further information on required filing and forms, please go to the following sites: <http://sunbiz.org/index.html> or <http://www.dos.state.fl.us/doc/index.html>.

The Proposal shall contain evidence of Proposer's authority and qualification to do business in the state or locality where the Project is located or Proposer shall covenant in writing to obtain such qualification prior to award of the Contract and attach such covenant to the Proposal. Proposer's state contractor license number, if any, shall also be shown on the Proposal Form.

4.2 Instructions to Proposers

4.2.1 The Proposal should address the requirements in a clear and concise manner in the order stated herein.

4.2.2 Proposals must be tabbed as described in Section 4.3 below and must include the information/documents specified in the applicable tab. Proposals that do not adhere to

the following format or include the requested information/documents may be considered incomplete and therefore unresponsive by the County.

- 4.2.3 The County reserves the right to seek additional/supplemental representation on specific issues as needed.
- 4.2.4 Proposals should be typed. No changes in or corrections to Proposals will be allowed after the Proposals are opened.
- 4.2.5 The signer of the Proposal must declare that the Proposal in all respects fair and in good faith without collusion or fraud and that the signer of the Proposal has the authority to bind the principal Proposer.
- 4.2.6 The County shall not be liable for any costs incurred by Proposer prior to entering into a contract. Therefore, all Proposers are encouraged to provide a simple, straightforward, and concise description of their ability to meet the RFP requirements.

4.3 PROPOSAL CONSTRUCTION

Proposers shall construct its Proposal in the following format as outlined and a divider must separate each section as prescribed.

TAB 1 – PROPOSAL TRANSMITTAL FORM ON THE FIRMS LETTERHEAD (APPENDIX A)

All signatures must be by an individual with authority to legally bind the Proposer, witnessed, and corporate and/or notary seal (as applicable.) If the individual signing the Proposal Transmittal Form does not have apparent authority to legally bind the Proposer, attach documentation demonstrating such authority. The corporate or mailing address must match the company information as it is listed on the Florida Department of State Division of Corporations. Verify that all addenda and tax identification number have been provided.

TAB 2 – EXECUTIVE SUMMARY

Provide a concise summary description of the contents of the Proposal, the capabilities of the Proposer to successfully meet the requirements of this RFP and the approach that will be taken if awarded the RFP.

Include a statement that Proposer meets all program standards as provided for in this RFP.

Include the name of the person(s) who will be authorized to make representations for the Proposer, their title(s), address(s), and contact number(s).

This summary should be no more than four (4) pages, front and back act as one page.

TAB 3 – UNDERSTANDING OF THE SERVICES TO BE PROVIDED AND PROJECT APPROACH

Provide a comprehensive narrative statement that illustrates the Proposer's understanding of the requirements of the Services to be provided. At a minimum, describe:

1. Project understanding.
2. Recommended project approach.
3. Recommended quality assurance and technical procedures to be utilized to implement the recommend project approach specific to the Services and the County.

TAB 4 – ORGANIZATION, MANAGEMENT PLAN AND ABILITY OF PROPOSER AND STAFF

1. Illustrate the Proposer's organizational chart as it relates to Proposer's services in accordance with this RFP, indicating key personnel and each individual's relationship to the project services, especially the Project Manager and/or Technical Consultant. Indicate the general and specific project related capability.
2. Indicate the adequate depth and abilities from within the organization which can be drawn upon as needed, to include management, technical and support staff.
3. Include a list of all proposed key staff on the project team, their role with the firm, proposed role with this project, training, experience and any professional licensure or certifications.
4. Describe in-house capabilities of the firm to provide project scheduling and management plans to provide the Services as well as other project management control systems, IT systems or other similar capabilities.
5. State the Proposer's location and accessibility to the County throughout the project term.

TAB 5 – RELEVANT FIRM EXPERIENCE

1. Company/firm background.
2. Summarize related services and experience within the last ten (10) years, related to Social Media, Marketing, Management and Content Development.
3. Describe specific project(s) completed in the last ten (10) years having similar size and complexity of the Scope of Services pursuant to this RFP specifically related to nature and heritage-based tourism marketing strategies including development of integrated digital advertising/marketing campaign.
4. Innovative ideas and strategies in the areas of social media marketing, website management, content creation, SEO optimization, and site-specific targeting.
5. Describe the individual's or the firm's familiarity with or understanding of documentation and reporting of return on investment in advertising.

TAB 6– REFERENCES FOR SIMILAR PROJECTS

1. Provide a list of all associations and representation related to or similar to the scope and size of the Services pursuant to this RFP.
2. Current project workload related and obligations other than Wakulla County.

3. Provide three (3) letters of reference from clients on similar projects within the last ten (10) years.

TAB 7 – REQUIRED FORMS, DOCUMENTS AND CERTIFICATIONS (APPENDIX B)

1. Proof of proper State of Florida business licensure and professional certifications/registrations for providing services in Florida.
2. Proof of corporate registration to operate in the State of Florida as provided by the Florida Department of State, Division of Corporations. Corporation must have active status.
3. Proof of any Professional License.
4. The following forms must be fully filled out and signed by a person with authority to bind the Proposer:

B-1: Indemnification and Hold Harmless Statement

B-2: Public Entity Crimes Sworn Statement

B-3: Equal Employment Opportunity/Affirmative Action Statement

B-4: Drug Free Workplace Certification

B-5: Conflicts of Interest Disclosure

B-6: Non-Collusion Affidavit

B-7: Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions

B-8: E-Verify Compliance Certification

B-9: Insurance Verification

B-10: Ethics Clause & Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements

B-11: Comments on Proposed Contract

TAB 8 – COST PROPOSAL and WORK PLAN

1. The Cost Proposal must indicate a fee structure or rate for the Services to be provided. Include the list of related services and scope of Services itemized and estimated number of hours for each milestone indicated in the project time.
2. Include a proposed Work Plan to accomplish the Work and include recommended dates and milestones. Include any other RFP or Contract activities the Proposer feels should be included.
3. Provide a detailed transition plan for assuming the Proposal responsibilities from the current vendor.

SECTION 6.0 EVALUATION OF PROPOSALS AND SELECTION PROCESS

- 6.1 Proposals submitted to this RFP that satisfy the required qualifications and are deemed to be submitted by responsive and responsible Proposers shall be ranked by a Selection Committee authorized by the County Administrator.
- 6.2 The County reserves the right to reject any or all Proposals, including without limitation, nonconforming, nonresponsive, unbalanced or conditional Proposals. The County further reserves the right to reject the Proposal of any Proposer whom it finds, after reasonable inquiry and evaluation, to be non-responsible. The County also reserves the right to waive all informalities not involving price, time or changes in the Services and to negotiate contract terms with the Successful Proposer.
- 6.3 More than one Proposal for the same Services from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Proposer has an interest in more than one Proposal for the Services may be cause for disqualification of the Proposer and the rejection of all Proposals in which that Proposer has an interest.
- 6.4 The County may conduct such investigation as it deems necessary to establish the responsibility, qualifications, and financial ability of Proposers, proposed subcontractors, suppliers, individuals or entities to perform the Services in accordance with the Contract document.
- 6.5 In ranking Proposals the Selection Committee shall evaluate the Proposals on the basis of the information provided by the Proposer, and rank each Proposal for compliance with the qualifications of each Proposer and compliance with the mandatory requirements of the RFP.
- 6.6 The selection committee will evaluate the Proposals that are responsive to the requirements of this RFP using the following weighted criteria listed in order of importance:

CRITERIA	Score
Understanding of Services to be Provided and Project Approach	25
Qualifications and experience of the firm and proposed personnel assigned	25
Past performance and references	20
Cost Proposal	10
Detailed Transition Plan	10
Oral Presentation (if required)	10
TOTAL POSSIBLE POINTS	100

- 6.7 Proposers may be selected for interviews or oral presentations (shortlisted). The County makes no commitment to any Proposer to this RFP beyond consideration of the written

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response to this RFP. All Proposers will be notified of the shortlisted and non-shortlisted Proposers as well as the date, time and location of interviews and/or oral presentations.

- 6.8 The Proposal deemed best by the selection committee shall be presented by the County Administrator in the form of an Agenda Request to the Wakulla County Board of Commissioners, who shall either accept or deny the recommendation of the selection committee as presented by the County Administrator.
- 6.9 Individual Committee members will be removed from the Committee if unable to participate in all reviews, and scoring will be based on scores of the remaining Committee members.

SECTION 7.0 INTENT TO AWARD AND CONTRACT EXECUTION

- 7.1 The County reserves the right to incorporate the successful Proposal into the Contract. Failure of a Proposer to accept this obligation may result in the cancellation of the award.
- 7.2 The construction, interpretation, and performance of this RFP, and all transactions under it shall be governed by the laws of the State of Florida and Wakulla County. The Contract shall include all terms and conditions of this RFP, any addenda, response, and the County’s contract issued as a result of this RFP.
- 7.3 The County reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof. The County reserves the right to reject any and all Proposals or to waive any minor irregularity or technicality in the Proposals received. Award will be made to the lowest responsible and responsive Proposer(s) within the category chosen for basis of award. The County reserves the right to award to one or multiple Proposers at its discretion.
- 7.4 The Successful Proposer will be required to assume responsibility for all services offered in the Proposal. The County will consider the Successful Proposer to be the sole point of contact with regard to contractual matters, including payment on any or all charges.
- 7.5 After successful posting of the award for 72 hours, the Successful Proposer will be required to enter into the Contract with the County.

SECTION 8.0 STANDARD TERMS AND CONDITIONS (STAC)

- 8.1 Definitions
- 8.2 Florida Public Records Law and Confidentiality
- 8.3 Procurement Challenges
- 8.4 Construction and Venue
- 8.5 Contract
- 8.6 Term of the Contract and Termination

8.7 Insurance Requirements and Bond Requirements

8.1 Definitions

General terms used throughout this RFP are provided below. Additional definitions may be provided as applicable to a specific section or subject matter.

Award means the determination of a successful Proposer(s) in response to this RFP, resulting in an offer of a Contract to perform the services pursuant to the RFP and their Proposal.

County means the Wakulla Board of County Commissioners (BOCC) and its employees.

Contract means the legally enforceable document agreed to and signed by the County and successful Proposer(s) (collectively referred to as the "Parties"), a draft Contract is attached hereto as Appendix E and incorporated herein.

RFP means this document, its attachments and any document hereinafter incorporated by reference.

Proposer means any firm, individual or organization submitting a Proposal in response to this RFP.

Successful Proposer means a Proposer who is Awarded a Contract as result of the Proposal submitted in response to this RFP.

Proposal Bond means an insurance agreement in which a third party agrees to be liable to pay a certain amount of money in the event that a selected vendor fails to accept the contract as Proposal. If required, a Proposal bond/deposit shall be for 5% of the amount of the Proposal.

Payment Bond means a bond which assures that the subcontractors, laborers, and material suppliers will receive payment for the services and products used to fulfill the contract.

Performance Bond means a bond to assure satisfactory performance of the terms of the contract.

Work or **SOW** means the scope of work and/or services.

Engineer means the engineer/engineering firm responsible for preparing the Construction Drawings and Specifications.

Local Business means a business that has a current business tax receipt issued by Wakulla County, if required, and has its principal office located within Wakulla County currently and for the six (6) month period immediately preceding submission of a response to a Competitive Procurement.

8.2 Florida Public Records Law and Confidentiality

- 8.2.1. By submitting a Proposal in response to this RFP, a Proposer acknowledges that the County is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The Proposer further acknowledges that any materials or documents provided to the County may be “public records” and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by Law.
- 8.2.2 Should the Proposer provide the County with any materials which it believes, in good faith, contain information that would be exempt from disclosure or copying under Florida Law; the Proposer shall indicate that belief by typing or printing, in bold letters, the phrase “PROPRIETARY INFORMATION” on the face of each affected page of such materials. The Proposer shall submit to the County both a complete copy of such material and a redacted copy in which the exempt information on each affected page, and only such exempt information, has been rendered unreadable. In the event a Proposer fails to submit both copies of such material, the copy submitted will be deemed a public record subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof.
- 8.2.3 Should any person request to examine or copy any material so designated, and provided the affected Proposer has otherwise fully complied with this provision, the County, in reliance on the representations of the Proposer, will produce for that person only the redacted version of the affected materials. If the person requests to examine or copy the complete version of the affected material, the County shall notify the Proposer of that request, and the Proposer shall reply to such notification, in writing that must be received by the County no later than 4:00 p.m., EST, of the County business day following Proposer’s receipt of such notification, either permitting or refusing to permit such disclosure or copying.
- 8.2.4 Failure to provide a timely written reply shall be deemed consent to disclosure and copying of the complete copy of such material. If the Proposer refuses to permit disclosure or copying, the Proposer agrees to, and shall, hold harmless and indemnify the County for all expenses, costs, damages, and penalties of any kind whatsoever which may be incurred by the County, or assessed or awarded against the County, in regard to the County’s refusal to permit disclosure or copying of such material. If litigation is filed in relation to such request and the Proposer is not initially named as a party, the Proposer shall promptly seek to intervene as a defendant in such litigation to defend its claim regarding the confidentiality of such material. This provision shall take precedence over any provisions or conditions of any Proposal submitted by a Proposer in response to this RFP and shall constitute the County’s sole obligation with regard to maintaining confidentiality of any document, material, or information submitted to the County.

8.3 Procurement Challenges

Any Proposer who desires to formally protest shall follow the procedures outlined in the Wakulla County Code of Ordinances, Chapter 2 –Administration, Article 6 – Purchasing Section 2.255(f)) – Competitive Procurements, which is incorporated by reference.

8.4 Construction and Venue

The validity, construction, and effect of this RFP and subsequent Contract shall be governed by the Laws of the State of Florida. The provisions of the RFP, Successful Proposer's Proposal and subsequent Contract shall be complied with by the Parties, but only to the extent they are consistent with applicable law and the Contract. In the event of an inconsistency, the Order of Precedence shall be followed:

- a. Laws of Florida and Contract
- b. RFP and all of its addendums and attachments
- c. Successful firm's Proposal

Venue for all actions arising under the RFP and subsequent Contract shall lie in Wakulla County, Florida, United States.

8.5 Contract

8.5.1 The Successful Proposer will be required to enter into the Contract with the County and will be required to perform the Work in accordance with the Contract terms and conditions. The Draft Contract is attached hereto as Appendix C and incorporated herein by reference.

8.5.2 **Any exceptions to the proposed Contract must be noted in the proposal response in TAB 7, on form B-11.** The County is under no obligation to modify the proposed Contract to conform to the Successful Proposer's Contract exceptions. Contingent Proposals will not be accepted. If acceptance of the Contract Award is contingent on an exception and modification to the Contract, the Proposer must provide this information to the County at the time of submission of technical questions, as outlined in the Schedule of Events in order to obtain a determination from the County regarding the proposed exception. If a Proposer's exception and modification are rejected by the County during the technical question portion of the Proposal process and the Proposer later submits a Proposal, Proposer shall be deemed to have accepted this Contract provision.

8.6 Term of the Contract and Termination

8.6.1 The term of the Contract shall begin no sooner than the later of the dates executed by both Parties and shall be effective for a three-year period unless otherwise modified in writing by both parties.

8.6.2 The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the

cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

8.7 Insurance Requirements and Bond Requirements

8.7.1 Insurance Verification Requirements

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer’s liability with limits as prescribed in this contract:

- | | | |
|----|------------------------------|---|
| 1. | Worker’s Compensation | |
| | 1.) State | Statutory |
| | 2.) Employer’s Liability | \$100,000 each accident
\$100,000 per person
\$500,000 policy aggregate |
| 2. | Business Automobile | \$200,000/300,000 Liability |
| 3. | Commercial General Liability | \$250,000 each occurrence
\$500,000 policy aggregate |

This Section shall be underwritten by insurers having a Best’s Rating of A and Financial Size Category of VIII or higher, or by such other insurers as shall be acceptable to the Company in its sole discretion. In addition, a certificate of the issuance of each such insurance policy shall be delivered to the County prior to the commencement of performance of any Work. Such certificate shall contain an agreement by the insurance company issuing the policy that the policy will not be canceled, terminated or modified without thirty (30) days’ prior written notice to the County. At least two weeks prior to the expiration of the original policy or any renewal thereof, a new certificate of the renewal of such insurance shall be delivered to the County.

8.7.2 Bond Requirements – there are no bonding requirements.

**RFP 2019-25 MARKETING, SOCIAL MEDIA DEVELOPMENT AND WEBSITE UPDATE & SUPPORT
APPENDIX A: PROPOSAL TRANSMITTAL FORM AND CHECKLIST OF REQUIRED DOCUMENTS**

APPENDIX A-1

PROPOSAL TRANSMITTAL FORM (TO BE ON PROPOSER'S LETTERHEAD)

The Board of County Commissioners, Wakulla County, reserves the right to accept or reject any and/or all proposals in the best interest of Wakulla County.

Charles Hess, Ph.D.
Chairman

This Proposal in response to RFP 2019-25 is submitted by the below named firm/individual by the undersigned authorized representative.

(Firm Name)

BY _____
(Authorized Representative)

(Printed or Typed Name)

ADDRESS _____

TELEPHONE _____

E-MAIL _____

FEID # _____

LISTING OF ANY CERTIFICATIONS OR LICENSES HELD:

NAME: _____ NUMBER: _____

NAME: _____ NUMBER: _____

To: BOARD OF COUNTY COMMISSIONERS OF WAKULLA COUNTY, FLORIDA (hereinafter called the "COUNTY")

The undersigned, as Proposer declares that the only person or parties interested in this Proposal as principals are those named herein, that this Proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work, the proposed forms of Agreement and Bonds, and the Contract Drawings and Specifications, including Addenda issued thereto and acknowledges receipt below:

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated _____ Initials _____

Addendum #2 dated _____ Initials _____

Addendum #3 dated _____ Initials _____

Addendum #4 dated _____ Initials _____

Addendum #5 dated _____ Initials _____

Addendum #6 dated _____ Initials _____

Proposer agrees if this Proposal is accepted, Proposer will contract with the COUNTY in the form of the copy of the Agreement included in these Contract Documents, to provide all necessary machinery, personnel and other equipment, including utility and transportation services necessary to do all the Work, and furnish all the materials and equipment specified or referred to in the Contract Documents in the manner and time herein prescribed and according to the requirements of the COUNTY as therein set forth, furnish the Insurance specified in the General Conditions of the Contract, and to do all other things required of the Contractor by the Contract Documents.

APPENDIX A: PROPOSAL TRANSMITTAL FORM and CHECKLIST OF REQUIRED DOCUMENTS

Attach a copy of the web-page(s) from <http://www.sunbiz.org> here

APPENDIX A: PROPOSAL TRANSMITTAL FORM and CHECKLIST OF REQUIRED DOCUMENTS

APPENDIX A-2

CHECKLIST OF REQUIRED DOCUMENTS

Please submit the items on the following list and any other items required by any section of this RFP. The checklist is provided as a courtesy and may not be inclusive of all items required within this RFP:

- A. Completed Proposal Response Cover Sheet (Transmittal Form) and Addenda(s) Acknowledgment (Appendix A-1)

- B. Required Forms, Documents, Certifications (Appendix B)
 - 1. Indemnification and Hold Harmless
 - 2. Public Entity Crimes Sworn Statement
 - 3. Equal Employment Opportunity/Affirmative Action Statement
 - 4. Drug Free Workplace Certification
 - 5. Conflicts of Interest Disclosure
 - 6. Non-Collusion Affidavit
 - 7. Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions
 - 8. E-Verify Compliance Certification
 - 9. Required Policy Endorsements and Documentation (Insurance Verification)
 - 10. Ethics Clause and Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements
 - 11. Comments on Proposed Contract

**RFP 2019-25 MARKETING, SOCIAL MEDIA DEVELOPMENT AND WEBSITE UPDATE & SUPPORT
APPENDIX B: REQUIRED FORMS, DOCUMENTS AND CERTIFICATIONS**

APPENDIX B-1: INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless COUNTY, its offices and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this CONTRACT.

Signed: _____

Name: _____

Title: _____

Firm: _____

Address: _____

**RFP 2019-25 MARKETING, SOCIAL MEDIA DEVELOPMENT AND WEBSITE UPDATE & SUPPORT
APPENDIX B: REQUIRED FORMS, DOCUMENTS AND CERTIFICATIONS**

APPENDIX B-2: PUBLIC ENTITY CRIMES
**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to Wakulla County Board of County Commissioners

By : _____
[Print individual's name and title]

for _____
[Print name of entity submitting sworn statement]

Whose business address is:

and (if applicable) its Federal Employer Identification Number (FEIN) is . _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means 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 or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida statutes, means 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.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime: or
 - b. 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. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those

**RFP 2019-25 MARKETING, SOCIAL MEDIA DEVELOPMENT AND WEBSITE UPDATE & SUPPORT
APPENDIX B: REQUIRED FORMS, DOCUMENTS AND CERTIFICATIONS**

officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However there has been a subsequent proceeding before a hearing a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted contractor list. [Attach a copy of the final order.]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn to and subscribed before me this _____ day of, 20__.

Personally known _____ OR Produced identification _____
(Type of identification)

NOTARY PUBLIC

Notary Public - State of _____

My commission expires: _____

Printed, typed,
or stamped commissioned name of notary public

**RFP 2019-25 MARKETING, SOCIAL MEDIA DEVELOPMENT AND WEBSITE UPDATE & SUPPORT
APPENDIX B: REQUIRED FORMS, DOCUMENTS AND CERTIFICATIONS**

APPENDIX B-3: EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: _____

Name: _____

Title: _____

Firm: _____

Address: _____

**RFP 2019-25 MARKETING, SOCIAL MEDIA DEVELOPMENT AND WEBSITE UPDATE & SUPPORT
APPENDIX B: REQUIRED FORMS, DOCUMENTS AND CERTIFICATIONS**

APPENDIX B-4: DRUG FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more response which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under this solicitation a copy of the statement specified in subsection (1) above.
- 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 this solicitation, the employee will abide by the terms of the statement and will notify the employee 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 work place 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.

VENDOR _____ TITLE _____

AUTHORIZED SIGNATURE _____ DATE _____

**RFP 2019-25 MARKETING, SOCIAL MEDIA DEVELOPMENT AND WEBSITE UPDATE & SUPPORT
APPENDIX B: REQUIRED FORMS, DOCUMENTS AND CERTIFICATIONS**

APPENDIX B-5: CONFLICT OF INTEREST DISCLOSURE

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Respondents must disclose with their proposals whether any officer, director, employee or agent is also an officer or an employee of the Wakulla County Board of County Commissioners. All firms must disclose the name of any county officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches or affiliates. All Respondents must also disclose the name of any employee, agent, lobbyist, previous employee of the Board, or other person, who has received or will receive compensation of any kind, or who has registered or is required to register under Section 112.3215, Florida Statutes, in seeking to influence the actions of the Board in Connection with this procurement.

Names of Officer, Director, Employee or Agent that is also an Officer or Employee of Wakulla County:

_____	_____
_____	_____

Name of an State Officer or Employee that owns 5% or more in Respondent's firm:

_____	_____
_____	_____

Name

Company

Date

**RFP 2019-25 MARKETING, SOCIAL MEDIA DEVELOPMENT AND WEBSITE UPDATE & SUPPORT
APPENDIX B: REQUIRED FORMS, DOCUMENTS AND CERTIFICATIONS**

APPENDIX B-6: NON-COLLUSION AFFIDAVIT

The undersigned being first duly sworn as provided by law, deposes and says:

1. This Affidavit is made with the knowledge and intent that it is to be filed with the Board of County Commissioners, Wakulla County, Florida and that it will be relied upon by said County, in any consideration which may give to and any action it may take with respect to this Proposal.
2. The undersigned is authorized to make this Affidavit on behalf of,

(Name of Corporation, Partnership, Individual, etc.)

a, _____ formed under the laws of _____
(Type of Business) (State or Province)

of which he is . _____
(Sole partner, president, etc.)

3. Neither the undersigned nor any other person, firm or corporation named in above Paragraph 2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Proposal by the County, also that no head of any department or employee therein, or any officer of Wakulla County, Florida is directly interested therein.
4. This Proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 2 has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham Proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or proposals of any other bidder; and all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named above in Paragraph 3, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

AFFIANT'S NAME

AFFIANT'S TITLE

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this _____ day of 20__.

Personally Known _____ or Produced Identification _____

Type of Identification _____

Notary Public

(Print, Type or Stamp Commissioned Name of Notary Public)

**RFP 2019-25 MARKETING, SOCIAL MEDIA DEVELOPMENT AND WEBSITE UPDATE & SUPPORT
APPENDIX B: REQUIRED FORMS, DOCUMENTS AND CERTIFICATIONS**

**APPENDIX B-7: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

- 3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

Signature

Title

Contractor/Firm

Address

**RFP 2019-25 MARKETING, SOCIAL MEDIA DEVELOPMENT AND WEBSITE UPDATE & SUPPORT
APPENDIX B: REQUIRED FORMS, DOCUMENTS AND CERTIFICATIONS**

APPENDIX B-8: E-VERIFY COMPLIANCE CERTIFICATION

In accordance with the Governor of Florida's Executive Order 11-116, the Proposer hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the Contractor during the Contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term; and shall provide documentation of such verification to the COUNTY upon request.

As the person authorized to sign this state, I certify that this firm complies/will comply fully with this RFQ regarding e-Verify Compliance.

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

**RFP 2019-25 MARKETING, SOCIAL MEDIA DEVELOPMENT AND WEBSITE UPDATE & SUPPORT
APPENDIX B: REQUIRED FORMS, DOCUMENTS AND CERTIFICATIONS**

**APPENDIX B-10. ETHICS CLAUSE AND CERTIFICATION REGARDING LOBBYING FOR
CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENT**

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature/Authorized Certifying Official

Date

Printed Name and Title

**WAKULLA COUNTY MARKETING, SOCIAL MEDIA DEVELOPMENT AND
WEBSITE UPDATE & SUPPORT**

THIS AGREEMENT entered into this [TO COME] 2019, between WAKULLA COUNTY, a political subdivision of the State of Florida, situated at 3093 Crawfordville Highway, Crawfordville, Florida 32327, hereinafter referred to as COUNTY, and [TO COME] CONSULTANT, hereinafter referred to as CONSULTANT, and whose Federal Employer Identification Number is INSERT.

WHEREAS, COUNTY requires certain professional services in connection with the ongoing provision of Marketing, Social Media Development and Website Update & Support services; and

WHEREAS, COUNTY issued Request for Proposals 2019-25 on October 31, 2019 seeking interested firms for the provision of Marketing, Social Media Development and Website Update & Support services for Wakulla County; and,

WHEREAS, CONSULTANT was selected pursuant to this RFP 2019-25, which response is hereby incorporated herein by reference, and represents it is capable and prepared to provide such Services;

NOW, THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

1.0 Term

1.1 This Agreement shall take effect on the date of its execution by the County Administrator.

1.2 The term of this Agreement shall commence on [TO COME] 2019 and continue for a period of three years to [TO COME] 2019, unless otherwise terminated as provided herein.

1.3 Upon agreement of both Parties, this term may be extended for two additional one-year periods under the same terms and conditions outlined herein.

2.0 Services to Be Performed by CONSULTANT

2.1 CONSULTANT shall perform the following Services for Wakulla County:

- **Strategy**
 - Serve as the expert advisor for the development and implementation of marketing strategies;
 - Assist staff with the development of a marketing plan;

- **Marketing and Public Relations**
 - Provide graphic design and content development for digital, print and collateral material, as requested. This includes taking raw data provided by the County and placing it into a marketable form;
 - Provide strategic campaign support, including planning, development and execution;
 - Assist in the creation of social media content;
 - Provide graphic design services for the creation and design of websites, social media, brochures, newsletters and other print material;
 - Collaborate with staff and provide advice for social media communications such as Facebook, Twitter and Instagram;
 - Assist with promoting special events within the County;
 - Create and email blast a bi-monthly newsletter to interested parties;

- **Market Research**
 - Conduct market research to identify target population visitors;
 - Identify perception and image of the County;
 - Identify seasonal tourism patterns to increase target market audience;
 - Identify visitation patterns to local area attractions;
 - Identify the demographics of visitors in order to target specific market audiences;

- **Website**

The Proposer shall be responsible for managing the home page and making design changes as needed and as required to the website including the addition and deletion of links. The Proposer will be responsible for optimizing web content to generate leads and attract tourist traffic. Additional responsibilities regarding the website are as follows:

 - Provide website design, development and support services;
 - Maintain a monthly event calendar based on information provided by Staff;
 - Graphics support including photos, memes and other visuals for use in various social media channels (note that the TDC has a bank of photos suitable for this purpose);
 - Integrated report data that includes click throughs, reservations, monthly referrals, customer feedback, economic impact, etc.;
 - Assist staff to update and maintain the downloadable resources such as brochures, handbooks, guidebooks and suggested itineraries;
 - Support Google Map integration across the entire platform along with “what’s nearby” radius searches;

- Support and update a five to seven-day weather integration on website;
- Support and maintain a fully indexed website search to include map links;
- Support and maintain calendar widgets to enable the easy sharing of upcoming events;
- Provide a monthly report that details visitor data and economic impact, including the ability to separate data into vendor specific strategies;
- Website updates must be included to allow the Wakulla County TDC to remain at the cutting edge of internet and social media technology without incurring the cost of future upgrades and redesign ;
- Provide a monthly report to the County staff that reflects the website traffic and other information, as requested;
- Provide expertise and support for Search Engine Optimization (SEO).

- **General**

- The selected Proposer will attend two (2) TDC meetings annually (October-September) to update the Council and provide a presentation for the development, review and discussion of the implementation and successful achievement of the Scope of Services as stated in this RFP. **Travel will not be reimbursed and therefore should be included in the fee schedule/cost proposal as part of the Services.**

2.2 CONSULTANT shall also perform additional services as may be further specifically designated and authorized by the COUNTY, in writing. Such authorizations for additional services will be outlined in a supplemental Consultant Services Authorization (“CSA”) and all provisions of this Agreement apply to the CSA with full force and effect as if appearing in full within each CSA. Each CSA will set forth a specific Scope of Services, maximum limit of compensation, schedule, liquidated damages and completion date, and shall become effective upon the due execution after approval by the Board.

2.3 The CONSULTANT is not authorized to undertake any project without a duly executed CSA, which shall specify the work to be performed and the time to be completed. CONSULTANT recognizes that the COUNTY may employ several different consultants to perform the work described and that the CONSULTANT has not been employed as the exclusive agent to perform any such services.

2.4 When the CONSULTANT and the COUNTY enter into a CSA where the term of the CSA expires on a date that is later than the date that this Agreement expires, the

CONSULTANT and the COUNTY agree that the terms of this Agreement and any amendments, attachments or provisions thereof are automatically extended until the expiration or full completion of the requirements of the CSA have been performed. Cancellation by the COUNTY of any remaining work prior to the full completion of the requirements of the CSA shall cause the terms of this Agreement to terminate at the same time. This provision only applies when the expiration of the CSA extends beyond the expiration of this Agreement. It does not apply when a CSA expires or is cancelled prior to the expiration of this Agreement.

3.0 Compensation

3.1 General

3.1.1 COUNTY shall pay CONSULTANT in accordance with the following Project Fee schedule:

[TO COME]

3.1.2 Compensation may be negotiated as either a lump sum or a not to exceed price on a per-project basis for any subsequent individual CSA.

3.1.3 Invoices must reference the applicable contract number and should further include CONTRACTOR's name, address, contact information, dates of service, quantities of materials and descriptions of work performed, as applicable.

3.1.4 Each individual invoice shall be due and payable forty-five (45) days after receipt by the COUNTY of correct, fully documented, invoice, in form and substance satisfactory to the COUNTY with all appropriate cost substantiations attached. All invoices shall be delivered to:

Wakulla County Board of County Commissioners' Office
3093 Crawfordville Hwy
Crawfordville, FL 32327

3.1.5 In order for both parties herein to close their books and records, the CONSULTANT will clearly state "Final Invoice" on the CONSULTANT's final/last billing to the

COUNTY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the COUNTY. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONSULTANT.

3.1.6 Payment of the final invoice shall not constitute evidence of the COUNTY's acceptance of the work. For final acceptance of any services provided hereunder, the CONSULTANT will submit an acceptance document to the COUNTY for approval.

3.1.7 If compensation is based upon time and materials, invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. If compensation is based upon a lump sum price, invoices shall be accompanied by tasks and percentage of work. Additional documents may be requested by COUNTY and, if so requested, shall be furnished by CONSULTANT to County Clerk's satisfaction.

3.1.8 Project manager or designated payroll officer shall, by affidavit, attest to the correctness and accuracy of time charges and requested reimbursements.

4.0 Insurance

4.1 General Provisions

4.1.1 CONSULTANT shall maintain, at all times, the following minimum levels of insurance and shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth in **Attachment A** and provide the COUNTY with a Certificate of Insurance and an opportunity to inspect a certified copy of each policy applicable to this Agreement followed thereafter by an annual Certificate of Insurance satisfactory to the COUNTY to evidence such coverage before any work commences. Such certificates will provide that there shall be no termination, non-renewal, modification or expiration of such coverage without thirty (30) days prior written notice to the COUNTY.

4.1.2 The COUNTY shall be named as an additional insured on all CONSULTANT policies related to the project, excluding professional liability and worker's compensation. The policies shall contain a waiver of subrogation in favor of Wakulla County. All such policies shall be

endorsed to provide defense coverage obligations. All insurance coverage shall be written with an insurer having an A.M. Best Rating of a least the "A" category and size category of VIII.

4.1.3 The CONSULTANT's self-insured retention or deductible per line of coverage shall not exceed \$10,000.00 without the permission of the COUNTY.

4.1.4 If there is any failure by the CONSULTANT to comply with the provisions of this section, the COUNTY may, at its option, on notice to the CONSULTANT, suspend the work for cause until there is full compliance.

4.1.5 COUNTY may, at its sole discretion, purchase such insurance at CONSULTANT's expense provided that the COUNTY shall have no obligation to do so and if the COUNTY shall do so, it shall not relieve CONSULTANT of its obligation to obtain insurance.

4.1.6 The CONSULTANT shall not be relieved of or excused from the obligation to obtain and maintain such insurance amount and coverages.

4.1.7 All CONSULTANT's sub-contractors shall be required to include COUNTY and CONSULTANT as additional insured on their General Liability Insurance policies.

4.1.8 In the event that subcontractors used by the CONSULTANT do not have insurance, or do not meet the insurance limits, CONSULTANT shall indemnify and hold harmless the COUNTY for any claim in excess of the subcontractors' insurance coverage.

4.1.9 The CONSULTANT shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the COUNTY.

4.2 Worker's Compensation. The CONSULTANT shall provide, pay for, and maintain worker's compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

5.0 Standard of Care

5.1 CONSULTANT has represented to the COUNTY that it has the personnel and experience necessary to perform the work in a professional and workmanlike manner.

5.2 CONSULTANT shall exercise the same degree of care, skill, and diligence in the performance of the Services as is provided by a professional of like experience, knowledge and resources, under similar circumstances.

5.3 CONSULTANT shall, at no additional cost to COUNTY, re-perform services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirement of this Agreement.

5.4 The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the professional standards in the field.

6.0 Indemnification

6.1 General. Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, COUNTY and CONSULTANT agree to allocate such liabilities in accordance with this Section.

6.2 Indemnification.

6.2.1 CONSULTANT shall indemnify, defend (by counsel reasonably acceptable to COUNTY) protect and hold COUNTY, and its officers, employees and agents, free and harmless from and against any and all, including, but not limited to, any claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses and expenses (including, without limitation, attorney's fees and costs during negotiation, through litigation and all appeals therefrom), or death of or injury to any person or damage to any property whatsoever, arising out of or resulting from (i) the failure of CONSULTANT to comply with applicable non-conflicting laws, rules or regulations, (ii) the breach by CONSULTANT of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of CONSULTANT's performance of this Agreement, or (iv) the negligent act, errors or omissions, or intentional or willful misconduct, of CONSULTANT, its sub-consultants, agents, employees and invitees; provided, however, that CONSULTANT shall not be obligated to defend or indemnify the COUNTY with respect to any such claims or damages arising solely out of the COUNTY's negligence.

6.2.2 COUNTY review, comment and observation of the CONSULTANT's work and performance of this Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

6.2.3 CONSULTANT agrees that it bears sole legal responsibility for its work and work product, and the work and work product of subcontractors and their employees, and/or for CONSULTANT's performance of this Agreement and its work product(s).

6.3 Survival. Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Agreement shall survive as if the Agreement were in full force and effect.

7.0 Independent Contractor

7.1 CONSULTANT undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.

7.2 COUNTY shall have no right to supervise the methods used, but COUNTY shall have the right to observe such performance.

7.3 CONSULTANT shall work closely with COUNTY in performing Services under this Agreement.

7.4 The CONSULTANT shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and shall have no right to speak for or bind the COUNTY in any manner.

7.5 CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

8.0 Authority to Practice

8.1 The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

9.0 Compliance with Laws

9.1 In performance of the Services, CONSULTANT will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

10.0 Subcontracting

10.1 The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor.

10.2 If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY. Failure of a subcontractor to timely or properly perform its obligations shall not relieve CONSULTANT of its obligations hereunder.

11.0 Federal and State Taxes

11.1 The COUNTY is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the COUNTY will provide an exemption certificate to CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the COUNTY, nor shall the CONSULTANT be authorized to use the COUNTY's Tax Exemption Number in securing such materials.

12.0 Public Entity Crimes

12.1 The CONSULTANT understands and acknowledges that this Agreement with the COUNTY will be void, in the event the conditions under Section 287.133, Florida Statutes applies to the CONSULTANT, relating to conviction for a public entity crime.

13.0 COUNTY's Responsibilities

13.1 COUNTY shall be responsible for providing information in the COUNTY's possession that may reasonably be required by CONSULTANT, including; existing reports, studies, financial information, and other required data that are available in the files of the COUNTY.

14.0 Termination of Agreement

14.1 This Agreement may be terminated by the CONSULTANT upon thirty (30) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of the Agreement through no fault of the CONSULTANT.

14.2 This Agreement may be terminated by the COUNTY with or without cause immediately upon written notice to the CONSULTANT.

14.3 Unless the CONSULTANT is in breach of this Agreement, the CONSULTANT shall be paid for services rendered to the COUNTY's satisfaction through the date of termination.

14.4 After receipt of a Termination Notice and except as otherwise directed by the COUNTY, the CONSULTANT shall:

14.4.1 Stop work on the date and to the extent specified.

14.4.2 Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

14.4.3 Transfer all work in process, completed work, and other material related to the terminated work to the COUNTY.

14.4.4 Continue and complete all parts of the work that have not been terminated.

14.5 The CONSULTANT shall be paid for services actually rendered to the date of termination.

15.0 Uncontrollable Forces (Force Majeure)

15.1 Neither the COUNTY nor 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 nonperforming party. It includes, but is not limited to fire, flood,

earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

15.2 Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch.

15.3 The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an Uncontrollable Force, give written notice to the other party describing the circumstances and Uncontrollable Forces preventing continued performance of the obligations of this Agreement.

16.0 Governing Law and Venue

16.1 This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Wakulla County, Florida or the United States District Court, Northern District of Florida located in Leon County, Florida.

17.0 Non-Discrimination

17.1 The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

18.0 Waiver

18.1 A waiver by either COUNTY or CONSULTANT of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

19.0 Severability

19.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement.

19.2 Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

19.3 The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

19.4 The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

20.0 Entirety of Agreement

20.1 The COUNTY and the CONSULTANT agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein.

20.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the COUNTY and CONSULTANT pertaining to the Services, whether written or oral.

20.3 None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

21.0 Modification

21.1 The Agreement may not be modified unless such modifications are evidenced in writing signed by both COUNTY and CONSULTANT. Such modifications shall be in the form of a written Amendment executed by both parties.

22.0 Successors and Assigns

22.1 COUNTY and CONSULTANT each binds itself and its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.

22.2 CONSULTANT shall not assign this Agreement without the express written approval of the COUNTY by executed amendment.

22.3 In the event of a merger, the surviving corporation shall be substituted for the contracting party to this agreement and such substitution shall be affirmed by the Wakulla County Board of County Commissioners by executed amendment.

23.0 Contingent Fees

23.1 The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

24.0 Reserved - Not applicable.

25.0 Ownership of Documents

25.1 CONSULTANT shall be required to cooperate with the COUNTY and other consultants relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the COUNTY for its use and/or distribution as may be deemed appropriate by the COUNTY. CONSULTANT is not liable for any damages, injury or costs associated with the

COUNTY use or distribution of these documents for purposes other than those originally intended by CONSULTANT.

25.2 CONSULTANT shall comply with public records laws embodied in chapter 119, Florida Statutes, and specifically shall:

25.2.1. Keep and maintain public records that ordinarily and necessarily would be required by the COUNTY in order to perform the Scope of Services identified herein and in any subsequent CSA.

25.2.2. Upon request from the County provide the COUNTY with any requested public records or allow the requested records to be inspected or copied within a reasonable time by the COUNTY.

25.2.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term, and thereafter if the CONSULTANT does not transfer all records to the COUNTY.

25.2.4. Transfer, at no cost, to COUNTY all public records in possession of the CONSULTANT upon termination of this Agreement, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY, in a format that is compatible with the information technology systems of the COUNTY. If the CONSULTANT keeps and maintains public records upon the conclusion of this Agreement, the CONSULTANT shall meet all applicable requirements for retaining public records that would apply to the COUNTY.

25.2.5. If CONSULTANT does not comply with a public records request, the COUNTY shall treat that omission as breach of this Agreement and enforce the contract provisions accordingly. Additionally, if the CONSULTANT fails to provide records when requested, the

CONSULTANT may be subject to penalties under section 119.10, Florida Statutes and reasonable costs of enforcement, including attorney fees.

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 CUSTODIAN OF PUBLIC RECORDS AT 850-926-0919 X 706; JWELCH@MYWAKULLA.COM; P.O. BOX 1263, ATTN: JESSICA WELCH; CRAWFORDVILLE, FL 32326.

26.0 Access and Audits

26.1 CONSULTANT shall maintain adequate records to justify all charges and costs incurred in performing the work for at least five (5) years after completion of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours at the CONSULTANT's place of business.

26.2 Misrepresentations of billable time or reimbursable expenses as determined by the County Clerk or Auditor to the Wakulla County Board of County Commissioners shall result in the recovery of any resulting overpayments. The COUNTY's cost of recovery shall be the sole expense of the CONSULTANT, including accounting and legal fees, court costs and administrative expenses.

26.3 Intentional misrepresentations of billable hours and reimbursable expenses will be criminally prosecuted to the fullest extent of the law.

26.4 All invoices submitted are subject to audit and demand for refund of overpayment up to three (3) years following completion of all services related to this Agreement.

27.0 Notice

27.1 Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by Federal-Express or by Certified Mail, postage prepaid as follows:

As to County: Wakulla County Administrator
3093 Crawfordville Hwy
Crawfordville, FL 32327

As to Consultant:

27.2 Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m., or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

27.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONSULTANT and COUNTY.

28.0 Service of Process

As to County: County Administrator
Wakulla County Florida
3093 Crawfordville Highway
Crawfordville, Florida 32326

As to Consultant:

29.0 Contract Administration

29.1 Services of CONSULTANT shall be under the general direction of the Wakulla County Administrator, or their successor, who shall act as the COUNTY's representative during the term of the Agreement.

30.0 Key Personnel

30.1 CONSULTANT shall notify COUNTY in the event of key personnel changes, which might affect this Agreement. To the extent possible, notification shall be made within ten (10) days prior to changes. CONSULTANT at COUNTY's request shall remove without consequence to the COUNTY any Subcontractor or employee of the CONSULTANT and replace

him/her with another employee having the required skill and experience. COUNTY has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

31.0. Appropriations

31.1 CONSULTANT acknowledges that the COUNTY, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the COUNTY's performance and obligation to pay under this agreement is contingent upon annual appropriation.

32.0 Liquidated Damages

32.1 The parties hereto agree that liquidated damages will be assessed against the CONSULTANT for CONSULTANT's failure to meet any deliverable date in the performance schedule in Section 2.0 of this Agreement at a rate of \$0 per day.

33.0 Vendors on Scrutinized Companies Lists.

By executing this Agreement, [CONTRACTOR/CONSULTANT] certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may immediately terminate this Agreement for cause if the Contractor is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the Contractor has submitted a false certification, the County will provide written notice to the Contractor. Unless the Contractor demonstrates in writing,

within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the Contractor. If the County's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on the Contractor, and the Contractor will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by Contractor. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this Section 39, this Section 39 shall be null and void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

WAKULLA COUNTY, a political subdivision of the State of Florida

By: _____
David Edwards, County Administrator

DATE: _____

CONSULTANT, a _____ Corporation

By: _____

Title _____

Attest:

By: _____
Corporate Secretary

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF _____ COUNTY OF _____

The foregoing instruments was acknowledged before me this

_____ By _____

(Date)

(Name of officer or agent, title of officer or agent)

on behalf of the corporation, pursuant to the powers conferred upon said officer or agent by the corporation. He/she personally appeared before me at the time of notarization, and is personally known to me or has produced

_____ as identification and did certify to have knowledge of the matters stated

(Type of Identification)

in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this _____

(Date)

_____ Commission Number _____

(Official Notary Signature and Notary Seal)

_____ Commission Expiration Date _____

(Name of Notary typed, printed or stamped)



ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this

_____ By _____

(Date)

(Name of acknowledging partner or agent)

on behalf of _____ a partnership. He/She personally appeared before me at the time of notarization, and is personally known to me or has produced

_____ as identification and did certify to have knowledge of the matters

(Type of Identification)

in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this _____

(Date)

_____ Commission Number _____

(Official Notary Signature and Notary Seal)

_____ Commission Expiration Date _____

(Name of Notary typed, printed or stamped)

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this

_____ By _____

(Date)

(Name of acknowledging)

who personally appeared before me at the time of notarization, and is personally known to me or has produced _____ as identification and did certify to have knowledge of the matters

(Type of Identification)

in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this _____

(Date)

(Official Notary Signature and Notary Seal)

Commission Number _____

(Name of Notary typed, printed or stamped)

Commission Expiration Date _____

Attachment A: **Insurance Requirements**

Prior to commencing work, the Vendor(s) shall procure and maintain at its own cost and expense for the duration of the Contract the following insurance against claims for injuries to person or damages to property, which may arise from or in connection with the performance of the work or services hereunder by the Bidder, his agents, representatives, employees or subcontractors.

A: Commercial General/Umbrella Liability Insurance- \$300,000 limit per occurrence for property damage and bodily injury. The service provider should indicate in its Bid whether the coverage is provided on claims made or preferably on an occurrence basis. The insurance shall include coverage for the following:

- Premise/Operations
- Explosion, Collapse and Underground Property Damage Hazard (only when applicable to “The Project”)
- Products/Completed Operations
- Contractual
- Independent Contractors
- Broad Form Property Damage
- Personal Injury

B: Business Automobile/Umbrella Liability Insurance-\$300,000 limit per accident for property damage and personal injury:

- Owned/Leased Autos
- Non-Owned Autos
- Hired Autos

Other Insurance Provisions

Commercial General Liability and Automobile Liability Coverages:

The County, members of their Commissioners, boards, and committees, officers, agents, employees and volunteers are to be covered as Additional Insured's as to: liability arising out of activities performed by or on behalf of the Bidder; products and completed operations of the Bidder; premises owned, leased or used by the Bidder; products and completed operations of the performing services on behalf of the County. The coverage shall contain no special limitations on the scope of protection afforded to the County, members of its Commissions, boards, and committees, officers, agents, employees and volunteers.

- A. The Bidder's insurance coverage shall be primary insurance as to the County, members of their Commissions, boards, and committees, officers, agents, employees and volunteers. Any insurance or self-insured maintained by the County, members of their Commissions, boards, and committees, officers, agents, employees and volunteers shall be excess of Bidder's insurance and shall not contribute with it.

- B. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County, members of their Commissions, boards, and committees, officers, agents, employees and volunteers.
- C. Coverage shall state that Bidder's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Workers Compensation and Employers Liability and Property Coverages

The insurer shall agree to waive all rights of subrogation against the County, members of their commissions, boards, and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Bidder in the performance of services under the Contract.

All Coverage

- A. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the County
- B. If a Bidder, for any reason, fails to maintain insurance coverage which is required pursuant to the Contract, the same shall be deemed a material breach of the Contract. County, at its sole option, may terminate their respective Contract and obtain damages from the Bidder resulting from said breach.
- C. Alternatively, County may purchase such required insurance coverage (but has no obligation to do so), and without further notice to Bidder, County may deduct from sums due to Bidder any premium costs advanced by County for such insurance.
- D. County must be named as "Additional Insured"

Deductible and Self-Insured Retentions

Any deductibles or self-insured retention's must be declared to and approved by the County. At the option of the County, the insurer shall reduce or eliminate such deductibles or self-insured retentions to the County, members of its County Commission, boards, and committees, officers, agents, employees and volunteers; or the Bidder shall procure a bond guaranteeing payment of losses, related investigation, claim administration and defense expenses.

Acceptability of Insurers

Insurance is to be placed with Florida admitted insurers rated B+X or better by *A.M. Best's* rating service.

Verification of Coverage

Vendor shall furnish the County with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the County before work commences.



LEGAL ADVERTISEMENT

WAKULLA COUNTY BOARD OF COUNTY COMMISSIONERS MARKETING, SOCIAL MEDIA DEVELOPMENT AND WEBSITE UPDATE & SUPPORT REQUEST FOR PROPOSALS 2019-25

ADVERTISEMENT BEGIN DATE: October 31, 2019

RELEASE DATE: October 31, 2019

BIDS DUE TO BOCC: December 2, 2019

Wakulla County, Florida through Request for Proposals No. 2019-25, is soliciting sealed proposals from qualified businesses registered to do business in the State of Florida for provision of marketing, social media development and website update and support for the Tourism Development Council of Wakulla County, Florida. Sealed proposals will be received at the office of the Board of County Commissioners, 3093 Crawfordville Highway, Crawfordville, FL 32327; until **3:00 P.M. EST, on Monday, December 2, 2019** at which time the proposals will be opened and read aloud. Proposals received after said time will be returned unopened.

The principal features of this procurement by the County is known as: **MARKETING, SOCIAL MEDIA DEVELOPMENT AND WEBSITE UPDATE & SUPPORT**. The specifications of this procurement are stated in the **RFP 2019-25**.

The RFP and any addenda issued will be posted to the County's Website at www.mywakulla.com or can be obtained by contacting the County Procurement Office at 850-926-0919 or nknowles@mywakulla.com.

All technical inquiries and clarification requests shall be submitted in writing to Natalie Knowles, Procurement and Contract Management, at nknowles@mywakulla.com in accordance with the RFP. Verbal clarifications will not be provided.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO (\$35,000) for a period of 36 months from the date of being placed on the convicted vendor list.

The Wakulla County Board of County Commissioners reserves the right to waive informalities in any proposal; reject any or all proposals, in whole or in part; re-bid a project, in whole or in part; and to accept a proposal that in its judgment is the lowest and best bid of a responsible bidder. In accepting a proposal,

Wakulla County may award a contract based only on the base proposal, the base proposal plus all alternates, or the base proposal plus any alternates which Wakulla County selects -- with all decisions

being made based upon what Wakulla County believes to be the best interests of its ratepayers, in the reasonable exercise of its discretion. Wakulla County further reserves the right to increase or decrease quantities as may be required to meet the needs of Wakulla County, at the unit price which was proposed.

Wakulla County does not discriminate based on race, color, national origin, sex, religion, age, marital status and disability/handicapped status in employment or provision of service.

- ***Wakulla County is an Equal Opportunity Employer***
- ***MBE/WBE businesses are encouraged to participate***
- ***Wakulla County strictly enforces open and fair competition***

ADA – Special Accommodations: Any person requiring accommodations by the County due to a disability should call the Purchasing Office at 950-926-0919 at least five (5) days prior to any pre-response conference, response opening, or meeting. If you are hearing or speech impaired, please contact the County Purchasing Office by the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).