REQUEST FOR QUALIFICATIONS (RFQ)

The Board of County Commissioners, Highlands County, Sebring, Florida, will receive qualification information for the following project:

RFQ 14-016 MARKETING ART & CULTURE FOR THE HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS OFFICE OF TOURIST DEVELOPMENT

Specific bids are not solicited at this time. This request is for qualification information only. Only those consultants that submit their qualifications and are approved by the Board of County Commissioners will be considered qualified vendors.

The RFQ submittal specifications may be obtained by downloading from our website: www.hcbcc.net or by contacting: Danielle Gilbert, Highlands County General Services/Purchasing Department 4320 George Blvd., Sebring, Florida 33875-5803 Phone: 863-402-6524 Fax: 863-402-6735; or E-Mail: dgilbert@hcbcc.org

Proposal submissions must be sealed and marked with the name of the PROPOSER, and the RFQ number and title “RFQ 14-016 MARKETING ART & CULTURE FOR THE HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS OFFICE OF TOURIST DEVELOPMENT” so as to identify the enclosed Proposal. Each submittal shall include one (1) original and five (5) electronic forms of the submission packet. Proposals must be delivered to Highlands County Purchasing Department, 4320 George Blvd., Sebring, FL 33875-5803, so as to reach said office no later than 2:00 P.M., November 7th, 2013, at which time they will be opened. Proposals received later than the date and time as specified will be rejected. The BCC will not be responsible for the late deliveries of Proposals that are incorrectly addressed, delivered in person, by mail or any other type of delivery service.

One or more County Commissioners may be at the opening meeting and/or any subsequent meetings held to determine the qualified firms.

The Highlands County Board of County Commissioners reserves the right to accept or reject any or all Proposals or any parts thereof, and the award, if an award is made, will be made in the best interest of Highlands County. The BCC reserves the right to waive irregularities in the qualifications.

The Board of County Commissioners of Highlands County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the BCC's functions, including one's access to, participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodation as
provided for in the Americans with Disabilities Act or Section 286.26 Florida Statutes should contact Mrs. Melissa Bruns, ADA Coordinator at: 863-402-6509 (Voice), or via Florida Relay Service 711, or by e-mail: mbruns@hcbcc.org. Requests for Computer-Assisted Realtime Technology services or interpreter services should be made at least 24 hours in advance to permit coordination of the service.

Board of County Commissioners
Purchasing Department
Highlands County, Florida
Website: www.hcbcc.net
GENERAL TERMS AND CONDITIONS (Rev 09/2006)

A. All responses shall become the property of the COUNTY.

B. Florida Statutes 287.087, on Drug Free Work Place, 287.133(3) (a) on Public Entity Crimes, and Section 287.134, on Discrimination, as a whole and/or as shown below, will be complied with:

287.087, Preference to businesses with drug-free workplace programs:

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community by, any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

NOTE: PLEASE INCLUDE YOUR "DRUG FREE" STATUS AS PART OF THE PROPOSAL SUBMITTAL.

287.133, Public entity crime; denial or revocation of the right to transact business with public entities:

(2)(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid 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 s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
287.134, Discrimination; denial or revocation of the right to transact business with public entities:

(2)(a) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract or provide goods and services to a public entity, may not submit a bid on a contract with a public entity for 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with a public entity.

C. Responses are due and must be received in accordance with the instructions given in the announcement page.

D. The COUNTY will not reimburse respondent(s) for any costs associated with the preparation and submittal of any responses.

E. Respondents, its agents and associates shall refrain from contacting or soliciting any COUNTY Official and that contact may be made ONLY with the individual(s) listed in this document for additional information and clarification.

F. Due care and diligence has been exercised in the preparation of this document and all information contained herein is believed to be substantially correct; however, the responsibility for determining the full extent of the service required rest solely with those making response. Neither the COUNTY nor its representative shall be responsible for any error or omission in the responses submitted, nor for the failure on the part of the respondents to determine the full extent of the exposures.

G. All timely responses meeting the specifications set forth in this document will be considered. However, respondents are cautioned to clearly indicate any deviations from these specifications. The terms and conditions contained herein are those desired by the COUNTY and preference will be given to those responses in full or substantially full compliance with them.

H. Each respondent is responsible for full and complete compliance with all laws, rules and regulations including those of the Federal Government, the State of Florida and the COUNTY. Failure or inability on the part of the respondent to have complete knowledge and intent to comply with such laws, rules and regulations shall not relieve any respondent from its obligation to honor its response and to perform completely in accordance with its response.

I. The COUNTY, at its discretion, reserves the right to waive minor informalities or irregularities in any responses, to reject any and all responses in whole or in part, with or without cause, and to accept that response, if any, which in its judgment will be in its best interest.

J. Award will be made to the respondent whose submittal is determined to be the most advantageous to the COUNTY, taking into consideration those responses in compliance with the requirements as set forth in this document. The Board of County Commissioners reserves the right to reject any and all responses for any reason or make no award whatsoever or request clarification of information from the respondents.

K. Any interpretation, clarification, correction or change to this document will be made by written addendum issued by the Highlands County Purchasing Department. Any oral or other type of communication concerning this document shall not be binding.

L. Responses must be signed by an individual of the respondent's organization legally authorized to commit the respondent's organization to the performance of the product(s) and/or service(s) contemplated by this document.
M. Unless otherwise stated in the specifications, the following Insurance Requirements must be met before delivery of goods and services:

1. **Workers’ Compensation** – Coverage is to apply for all employees for statutory limits in compliance with the law of the State of Florida and Federal laws. This policy must include Employer’ Liability with a limit of $100,000.00 each accident, $500,000.00 disease (policy Limit), and $100,000.00 disease (each employee).

2. **Commercial General Liability** – Occurrence Form Required: CONTRACTOR shall maintain commercial general liability (CGL) insurance with a limit of not less than $500,000.00 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of $1,000,000.00. Products and completed operations aggregate shall be $1,000,000.00. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at $100,000.00.

3. **Commercial Auto Liability Insurance**: CONTRACTOR shall maintain automobile liability insurance with a limit of not less than $500,000.00 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

4. **Special Requirements**
   a. A copy of the PROPOSER’s current certificate of insurance MUST be provided with the response to this RFP. A formal certificate shall be provided upon announcement that a CONTRACT has been awarded for the SERVICES as called for in this document. The Certificate(s) shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by the COUNTY before commencement of any Work activities. "The formal insurance certificate shall also name "Highlands County, a political subdivision of the State of Florida and its elected officials, its agents, employees, and volunteers" as "Additional Insured" on all policies except Worker’s Compensation."
   b. It is the responsibility of CONTRACTOR to ensure that all subcontractors comply with all insurance requirements.
   c. It should be remembered that these are minimum requirements which are subject to modification in response to high hazard operations.

5. **Notice Requirements**: The CONTRACTOR shall provide notification to the COUNTY by overnight delivery return receipt requested, hand delivery, or confirmed facsimile within thirty (30) days before giving or three (3) days after receiving notice of cancellation, modification, non-renewal, or any other lapse in coverage of any required insurance policies.

6. The PROPOSER understands that the CONTRACT shall include the following indemnification provision:

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

N. Interlocal Agreements between the Board of County Commissioners, other State or County agencies, the Cities of Sebring and Avon Park, the Town of Lake Placid, and the Highlands County School Board, shall allow those entities to purchase goods and services through the COUNTY’s CONTRACT so long as such purchases will not interfere with the timely delivery of SERVICES to the COUNTY in strict conformity with all specifications of its CONTRACT. The COUNTY reserves the right to direct the CONTRACTOR to prioritize its delivery services to the COUNTY ahead of delivery to other governmental entities purchasing under the COUNTY’s CONTRACT.

O. If submitting a response for more than one Request for Proposal, each Proposal must be in a separate envelope and correctly marked.

P. Each Proposal must contain proof of enrollment in E-Verify.

Q. BCC policy prohibits any COUNTY employee or members of their family from receiving any gift, benefit, and/or profit resulting from any contract or purchase. BCC policy also prohibits acceptance of gifts of any kind other than advertising novelties valued less than $10.00.

ADDITIONAL TERMS AND CONDITIONS

All pages included in or attached by reference to this document shall be called and constitute the submittal as stated on the front page of this document. Vendors who will not be submitting a Proposal are requested to notify us and indicate why they are not responding to this RFP. Vendors who fail to respond to two or more consecutive announcements may be removed from the COUNTY’s Vendor bidding list.

- END OF PAGE –
LOCAL PREFERENCE

BOARD ADOPTED PURCHASING MANUAL 08/13/2002
APPROVED 09/23/2008
SECTION 2 – POLICIES
ADDITION OF SUBSECTION 110 “LOCAL PREFERENCE”

110 Local Preference
110.10 Allowance of a Local Preference…………………2.7

110.10 Intent and Purpose
The intent and purpose of the Highlands County Local Preference in Purchasing is to establish a written policy that allows the authorized purchasing authority of the County to give a preference to local businesses.

110.20 Acknowledgements
Any type of procurement done by the County staff to which the provisions of this subsection are being applied will contain a statement that a local preference will be used in the evaluation and award of that purchase.

110.30 Preference in Bidding
In purchasing, or contracting for procurement of, tangible personal property, materials, contractual services, and construction of improvements to real property or existing structures, the authorized purchasing authority of the County will give a preference to local businesses in making such purchases or awarding such contracts, in an amount of five (5) percent of the total purchase price under $250,000.00; four (4) percent from $250,000.00 to less than $1,000,000.00; three (3) percent from $1,000,000.00 to less than $2,000,000.00; and two (2) percent for purchases $2,000,000.00 and over with a maximum cost differential that shall not exceed $80,000.00. For purposes of this subsection “total purchase price” shall include the base bid and all alternatives or options to the base bid which are being awarded by the authorized purchasing authority of the County.

110.40 Preference in (RFP) Requests for Proposals
In purchasing, or contracting for procurement of, tangible personal property, materials, contractual services, and construction of improvements to real property or existing structures for which a request for proposals is developed with evaluation criteria, a local preference of not more than five (5) percent of the total score will be assigned for a local preference. Based upon analysis of the market place for each project, staff shall make a determination for inclusion of a local preference in the criteria for consideration for each request for proposal.

110.50 Notice
All procurement documents including but not limited to bid documents and request for proposal documents shall include a notice to vendors of the County’s Local Preference Policy.

110.60 Local Business Definition
For purposes of this subsection, "local business" shall mean a business which:
(1) Has a fixed office or distribution point located in and having a street address within Highlands County for at least twelve (12) months immediately prior to the issuance of the request for quotations, competitive bids or request for proposals by the County; and
(2) Holds any business license required by the County, and/or, if applicable, the Municipalities; and
(3) Employs at least one full-time employee, or two part-time employees whose primary residence is in Highlands County, or, if the business has no employees, the business shall be at least fifty (50) percent owned by one or more persons whose primary residence is in Highlands County.

110.65 Certification
Any vendor claiming to be a local business as defined by Section 2.110.60 of this Manual, shall deliver a written certification to the County Purchasing Department. The certification shall certify that the business is a “local business” as that term is defined in Section 2.110.60 of this Manual, shall provide all necessary information establishing that fact, and shall be signed under penalties of perjury. It is also the responsibility of any vendor claiming to be a local business, as defined by Section 2.110.60 of this Manual, to include a copy of its certification in its bid or proposal. The Purchasing Department shall be required to verify the accuracy of any such certifications when determining whether a vendor meets the definition of a "local business."
LOCAL PREFERENCE CONT'D

110.70 Exceptions to Local Preference Policy
(a) The procurement preference set forth in this policy shall not apply to any of the following purchases or contracts:
   1. Goods or services provided under a cooperative purchasing agreement or interlocal agreement;
   2. Contracts for professional services procurement of which is subject to the (CCNA) Consultants’ Competitive Negotiation Act or subject to any competitive consultant selection policy or procedure adopted by or utilized by the Board of County Commissioners;
   3. Purchases or contracts which are funded, in whole or part, by a governmental entity and the laws, regulations, or policies governing such funding prohibit application of that preference;
   4. Purchases made or contracts let under emergency or noncompetitive situations or for litigation related legal services.
(b) Application of local preference to a particular purchase, contract, or category of contracts for which the Board of County Commissioners is the awarding authority may be waived upon written justification and recommendation by the County Administrator, Assistant County Administrator or General Services Purchasing Director.
(c) The local preference established in this policy does not prohibit or lessen the right of the Board of County Commissioners and General Services Purchasing staff to compare quality or fitness for use of supplies, materials, equipment, and services proposed for purchase and to compare qualifications, character, responsibility, and fitness of all persons and entities submitting quotations, bids or proposals.
(d) The local preference established in this policy does not prohibit the Board of County Commissioners from giving any other preference permitted by law, in addition to the local preference authorized in this policy.

110.75 Application and Enforcement of Preference Policy
(a) The local preference established in this policy shall apply to new quotations, contracts and procurements solicited after the effective date of this policy.
(b) This policy shall be implemented in a fashion consistent with otherwise applicable County purchasing policies and procedures.

110.80 Promulgation of Rules
(a) The County Administrator, Assistant County Administrator, or General Services Purchasing Director are hereby authorized to adopt administrative rules supplemental to the provisions of this policy as deemed necessary and appropriate to implement the provisions of this policy.
(b) The provisions of this policy and the rules adopted by the County Administrator, Assistant County Administrator, or General Services Purchasing Director shall be provided to potential bidders, vendors, and contractors to the widest extent practicable.

END OF SECTION
RFQ 14-016 MARKETING ART & CULTURE FOR THE HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS OFFICE OF TOURIST DEVELOPMENT

1. INTRODUCTION. This is an invitation to submit a Statement of Qualifications to provide Travel Marketing Consultants Services for the future projects for the Highlands County Board of County Commissioners Tourist Development Council.

2. BACKGROUND. Highlands County Tourist Development Council (TDC) / Visitor & Convention Bureau (VCB) In compliance with Florida Statue 125, the Highlands County Board of County Commissioners appointed a nine member advisory board, Highlands County Tourist Development Council (TDC)

The responsibilities of the TDC are to oversee and offer recommendations regarding spending and allocations of the tourism tax dollars. Highlands County Visitor & Convention Bureau serves as a destination marketing organization that works to generate overnight stays, increase tax revenues, stimulate economic growth and strives to constantly enhance the image of Highlands County.

3. GENERAL SCOPE OF WORK. The Highlands County Office of Tourist Development is seeking either one or a combination of marketing/advertising/public relations/web site/research/social media marketing/social networking agency/agencies/individuals/companies with extensive experience in various media within regional, national and international markets with the emphasis on Art & Culture. Submission of the statement of qualifications is the first step to pre-qualify a vendor as eligible to participate in the Request For Proposal (RFP) process. Submission of the statement of qualifications is a mandatory prerequisite for participation in all subsequent phases of this competitive procurement process.

The office is seeking qualifications proposals to assist, recommend, develop, manage and be responsible for any combination of the following:

   a. Branding, strategic advertising and marketing plans, innovative strategies, creative design, cooperative advertising programs, media placement, measurements, tracking, reports, ROI, research, assist in TDC marketing presentations, participate in TDC meetings, expertise in; television, magazine, newspaper, radio, direct mail, outdoor, digital, viral marketing, Internet, and etc.
   b. Social media marketing and social networking
   c. Website
   d. Public relations

4. RESERVATION OF COUNTY’S RIGHTS. The County reserves the right to determine, at its sole discretion, whether any aspect of the response to this RFQ satisfactorily meets the criteria established herein. The County further reserves the right to seek clarification from respondents submitting qualifications, the right to require any or all respondents to submit additional information, and the right to reject any or all responses. The County also reserves the right to modify the proposed Scope of Work. The County shall have no liability to any
Respondent for any costs or expenses incurred in connection with the preparation and submittal of the Statement of Qualifications. Decisions regarding whether Respondents have met the requirements for qualification shall rest solely and finally with the County.

5. PREPARATION OF THE STATEMENT OF QUALIFICATIONS. These instructions are intended to ensure the submission of information essential to the understanding and comprehensive validation of the Statement of Qualifications. These instructions permit inclusion of any additional data or information a Respondent deems pertinent. Respondents are cautioned to follow the detailed instructions fully and carefully. Inclusion of additional data does not release the respondent of the obligation to supply all of the data required by this RFQ.

6. Format for Statement of Qualifications. Statements of Qualifications shall be organized into sections according to the contents specified in the Response Criteria. Respondents shall present their responses to requirements in the same order that requirements are listed with identifying numbered tabs. Respondents shall submit one (1) original and five (5) electronic forms of the Statement of Qualifications document packages as required in the announcement.

7. Content of Statement of Qualifications. The Statement of Qualifications shall be presented simply and shall provide a concise, straightforward presentation of Respondents’ capabilities to meet the specified requirements. The purpose of this qualification process is to screen potential bidders to determine whether or not they are qualified to provide the specified services. Failure to submit any of the information requested herein may be cause for disqualification or rejection of the Statement of Qualifications.

8. Response Criteria: The following is the criteria which will be used in the evaluation, selection, and possible elimination, of an agency:

Briefly describe your company’s background.

Please provide three examples of the following categories that your firm has completed in the last five years.

a. Branding, strategic advertising and marketing plans, innovative strategies, creative design, cooperative advertising programs, media placement, measurements, tracking, reports, ROI, research, assist in TDC marketing presentations, participate in TDC meetings, expertise in; television, magazine, newspaper, radio, direct mail, outdoor, digital, viral marketing, Internet, and etc.

b. Social media marketing and social networking

c. Website

d. Public relations

Please keep your response packet to a minimum of ten (10) pages.

9. QUALIFICATION/AWARD. The County shall examine the responses to this RFQ that are submitted to determine the responsiveness and qualification of each Respondent. Each
Respondent will be evaluated, and any Respondent found non-responsive and/or not meeting qualifications shall be deemed not qualified.

10. TENTATIVE SUBMISSION, REVIEW & CONTRACT AWARD SCHEDULE

<table>
<thead>
<tr>
<th>Date</th>
<th>Phase Description</th>
</tr>
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<tbody>
<tr>
<td>Sunday; Oct. 6&lt;sup&gt;th&lt;/sup&gt;, 2013</td>
<td>Advertise in Highlands Today, County’s Web Site; <a href="http://www.hcbcc.net">www.hcbcc.net</a></td>
</tr>
<tr>
<td>Thursday; Nov. 7&lt;sup&gt;th&lt;/sup&gt;, 2013</td>
<td>Submission Deadline / Opening Date / Time 2:00 PM</td>
</tr>
<tr>
<td>Monday; Nov. 18&lt;sup&gt;th&lt;/sup&gt;, 2013</td>
<td>Review/Ranking and Tabulation Scoring Deadline</td>
</tr>
<tr>
<td>Sunday: Nov. 24&lt;sup&gt;th&lt;/sup&gt;, 2013</td>
<td>Request for Proposal (RFP) sent to top qualified Vendors</td>
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11. INQUIRIES/QUESTIONS

Questions regarding the RFQ should be directed to:

Highlands County BCC  
General Services / Purchasing Department  
Danielle K. Gilbert, Purchasing Manager  
4320 George Boulevard, Sebring, FL 33875-5803  
Ph: 863-402-6524, Fax: 863-402-6735, Email: dgilbert@hcbcc.org