

## **NOTICE OF REQUEST FOR COMPETITIVE SOLICITATION**

**NOTICE IS HEREBY GIVEN TO PROSPECTIVE RESPONDENTS that no later than 4:00 P.M. on September 26, 2025,** the Franklin County Clerk of Court will receive sealed responses for the following:

### **Professional Executive Administrator Services for the Franklin County Tourist Development Council**

Requirements for submission, the Competitive Solicitation Documents, and the selection criteria must be downloaded from <https://www.franklincountyflorida.com/resources/county-bids-awards/> or picked up from the County Administrative offices located at 248 US Highway 98, Eastpoint, FL, 32328. Call 1-850-653-5077 for additional information or assistance.

Responses will be opened at the October 1, 2025, regular meeting of the Franklin County Board of County Commissioners at 34 Forbes Street, Apalachicola. This is an open meeting which begins at 9:00 a.m. (ET).

All respondents must use the current Competitive Solicitation Documents. Use of any other document will result in your submission being rejected.

Dated: September 3, 2025

**FRANKLIN COUNTY BOARD OF COUNTY  
COMMISSIONERS  
REQUEST FOR COMPETITIVE  
SOLICITATION**

**PROFESSIONAL EXECUTIVE ADMINISTRATOR  
SERVICES FOR FRANKLIN COUNTY TOURIST  
DEVELOPMENT COUNCIL**

**FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS**

Ricky D. Jones (District 1) – Chairman  
Cheryl Sanders (District 2)  
Anthony Croom Jr. (District 3)  
Ottice Amison (District 4)  
Jessica Varnes (District 5) – Vice Chairman

**All responses submitted to this solicitation should be addressed to and received no later than 4:00 P.M. (ET), September 26, 2025 at:**

**Franklin County Clerk of Court  
33 Market Street, Suite 203  
Apalachicola, FL 32320**

**Attention: REQUEST FOR COMPETITIVE SOLICITATION: Professional Executive Administrator for Franklin County Tourist Development Council**

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**SECTION ONE**  
**INSTRUCTION TO RESPONDENTS**

Requirements for submission, the Competitive Solicitation Documents, and the selection criteria must be downloaded from [www.franklincountyflorida.com](http://www.franklincountyflorida.com) or picked up from the County Administrative offices located at 248 US Highway 98, Eastpoint, FL, 32328. Call 1-850-653-5373 for additional information or assistance.

All respondents must use the current Competitive Solicitation Documents. Use of any other document will result in your submission being rejected.

**1.01 DESCRIPTION**

The Respondent awarded an Agreement shall provide Executive Administrative services for the Franklin County Tourist Development Council (TDC) as outlined within Specifications in **Section Three** of this Competitive Solicitation.

**1.02 COPIES OF DOCUMENTS**

- A. Only complete sets of Competitive Solicitation Documents will be issued and shall be used in preparing responses. The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets.
- B. Complete sets of Documents may be obtained in the manner and at the location stated in the Notice of Request for Competitive Solicitations.

**1.03 RESPONSE REQUIREMENTS**

**One (1) signed original, PLUS (1) flash drive with complete copy of Response/Statement of Qualification as a .pdf, and three (3) complete paper copies of the Response/Statement of Qualification must be received.**

**1.04 DISQUALIFICATION OF RESPONDENT**

- A. **NON-COLLUSION AFFIDAVIT:** Any person submitting a Response/Statement of Qualification in response to this invitation must execute the enclosed NON-COLLUSION AFFIDAVIT. If it is discovered that collusion exists among the Respondents, the Proposal of all participants in such collusion shall be rejected, and no participants in such collusion will be considered in future Responses for the same work.
- B. **PUBLIC ENTITY CRIME:** 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 Proposal on an Agreement to provide any goods or services to a public entity, may not submit a Proposal on an Agreement with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases or perform work as a contractor, supplier, subcontractor or consultant under an Agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

- C. DRUG-FREE WORKPLACE FORM: Any person submitting a Proposal in response to this invitation must execute the enclosed DRUG-FREE WORKPLACE FORM and submit it with the Proposal. Failure to complete this form in every detail and submit it with your Proposal may result in immediate disqualification of your Proposal.
- D. RESPONSES RECEIVED AFTER DEADLINE: Any Response submitted after the Request for Competitive Solicitation deadline of **4:00 p.m. on September 26, 2025**, will automatically be disqualified.

#### **1.05 EXAMINATION OF REQUEST FOR COMPETITIVE SOLICITATION DOCUMENTS**

- A. Each Respondent shall carefully examine the Request for Competitive Solicitation and other Agreement documents and inform himself/herself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Agreement. Ignorance on the part of the Respondent will in no way relieve him/her of the obligations and responsibilities assumed under the Agreement.
- B. Should a Respondent find discrepancies or ambiguities in, or omissions from, the specifications, or should he/she be in doubt as to their meaning, he/she shall at once notify the County.

#### **1.06 INTERPRETATIONS, CLARIFICATIONS AND ADDENDA**

No oral interpretations will be made to any Respondent as to the meaning of the Agreement documents. Any inquiry or request for interpretation received in writing seven (7) or more days prior to the date fixed for opening of responses will be given consideration. Written inquiries should be emailed to Michael Morón at [michael@franklincountyflorida.gov](mailto:michael@franklincountyflorida.gov). All such answers will be made in writing in the form of an addendum and, if issued, shall be posted to [www.franklincountyflorida.com](http://www.franklincountyflorida.com) and a notification will be furnished by [www.franklincountyflorida.com](http://www.franklincountyflorida.com) to all known prospective Respondents prior to the Established Response opening date. It shall be the Respondents sole responsibility thereafter to download the addendum. Each Respondent shall acknowledge receipt of such addenda in the space provided in the response form attached. In case any Respondent fails to acknowledge receipt of such addenda or addendum, his/her response will nevertheless be construed as though it had been received and acknowledged, and the submission of his/her response will constitute acknowledgment of the receipt of same. All addenda are a part of the Agreement documents, and each Respondent will be bound by such addenda, whether or not received by him/her. It is the responsibility of each Respondent to verify that he/she has received all addenda issued before responses are opened.

Written portions of all Responses become the property of the Franklin County upon receipt and will not be returned to Respondent. Franklin County shall have the right to use all ideas or adaptations of the ideas contained in any Response/Statement of Qualifications received in response to this Request for Competitive Solicitation. Selection or rejection of the Response will not affect this right.

All Responses received will be reviewed by the Franklin County Board of County Commissioners. **No contact regarding this Request for Competitive Solicitation will be allowed between the applicant and individual members of the Board of County Commissioners. The applicant shall not lobby, solicit or act to influence the Board of County Commissioners in any way that would have an effect on the outcome of the competition, discussion or negotiations leading to the award of an Agreement.**

#### **1.07 GOVERNING LAWS AND REGULATIONS**

The Respondent is required to be familiar with and shall be responsible for complying with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work.

## **1.08 PREPARATION OF RESPONSES**

Signature of the Respondent: The Respondent must sign the response forms in the space provided for the signature. If the Respondent is an individual, the words “doing business as \_\_\_\_\_”, or “Sole Owner” must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the Agency name and the words “Member of the Agency” should be written beneath such signature. If the Respondent is a corporation, the title of the officer signing the Response/Statement of Qualifications on behalf of the corporation must be stated along with the Corporation Seal Stamp and evidence of his/her authority to sign the Response must be submitted. The Respondent shall state in the response the name and address of each person interested therein.

### **1.08.1 SUBMISSION OF RESPONSES**

- A. **Respondents must submit one (1) signed original, PLUS (1) flash drive containing a complete copy of response/statement of qualifications as a .pdf, plus three (3) complete paper copies of the Response.** No waivers shall be allowed for responses which have not been submitted to the Franklin County Clerk by **4:00 p.m.** on the deadline date which is the 26th day of September, 2025.
- B. The response shall be submitted in one (1) sealed envelope/box, which shall be marked so as to clearly indicate its contents and the name of the Respondent. If forwarded by mail, the above-mentioned envelope shall be enclosed in another envelope addressed to the entity and address stated in the Notice of Request for Competitive Solicitation, and preferably by special delivery or registered mail; if forwarded otherwise than by mail, it shall be delivered to the same address. Responses will be received until the date and hour stated in the Notice of Request for Competitive Solicitations.
- C. Each Respondent shall submit with their Response the required evidence of their qualifications and experience.
- D. On Wednesday, October 1, 2025, the Board of County Commissioners will open and read aloud the responses to the Notice of Request for Competitive Solicitation at 34 Forbes Street, Apalachicola, Fl. 32320. The County Commission may set a date and time, at the October 1<sup>st</sup> meeting, to review and interview the applicants. After interviews, the County Commission will rank the final three applicants in order. Negotiations will then be conducted with the number one ranked applicant. If a contract cannot be successfully negotiated with the number one ranked applicant, then negotiations will commence with the number two ranked applicant. If a contract cannot be successfully negotiated with the second ranked applicant, then negotiations will commence with the third ranked applicant. **No contact regarding this Request for Competitive Solicitation will be allowed between the applicant and the Board of County Commissioners.**

## **1.09 DETERMINATION OF SUCCESSFUL RESPONDENT**

Selection of the highest ranked respondent shall be made to the responsible Respondent whose response is determined to be the most advantageous to the TDC and County, taking into consideration the evaluation

criteria set forth below:

Experience, Technical Skills and Qualifications	40points
Written Presentation	20 points
Financial Ability to Provide Services	30 points
Service Capability to Franklin County	10 points

**Total points earned are on a scale of 1 – 100 points (1 = lowest 100 = highest)**

The County reserve the right to reject any and all responses and to waive technical errors and irregularities as may be deemed best for the interests of the TDC and County. Responses that are incomplete, unbalanced, conditional, obscure or that contain additions not requested or irregularities of any kind, or that do not comply in every respect with the Instruction to Respondent and the Agreement documents, may be rejected at the option of the County.

**1.10 CONTENT OF SUBMISSION**

The response submitted in response to this Request for Competitive Solicitation shall be typed on 8-1/2” x 11” white paper; shall be clear and concise and provide the information requested herein. Statements submitted without the required information will not be considered. Responses shall be organized and sections noted at top of page. Since oral presentations or demonstrations may not be solicited, the Respondent should not withhold any information from the written response. Each Respondent must submit adequate documentation to certify the Respondent’s compliance with the County's requirements. Respondent should focus specifically on the information requested. Additional information, unless specifically relevant, may distract rather than add to the Respondent’s overall evaluation.

**We advise that prior to completing the response, the Respondent should review the Terms and Conditions Specific to the Executive Administrator Competitive Solicitation outlined in Section Three to ensure the capability to handle the Scope of Services required by Franklin County Board of County Commissioners.**

**The Response/Statement of Qualifications should be set up as follows:**

**A. COVER PAGE**

A cover page that states “**REQUEST FOR COMPETITIVE SOLICITATION- Professional Executive Administrator Services for Franklin County Tourist Development Council.**” The cover page should contain name, address, telephone number of Respondent, and the name of the Respondent’s contact individual or corporate officer authorized to execute Agreements.

**B. SECTIONS**

**Section 1. Narrative Self-Analysis**

The Respondent should provide a brief description of the Respondent’s agency, date of establishment, ownership, organizational structure and mission statement. Information regarding ownership must include a list of shareholders holding 5% or more of stock, or, if the entity is a partnership, a list of general partners; if the entity is a limited liability company, provide a list of members. List all officers and directors of the entity; number of years the business has been operating, including number of years under current name.

The Respondent should provide a summary of the company's experiences in marketing specifically with respect to the Hospitality Industry and of any industry awards or recognition given to the agency preferably for tourism promotion.

**Section 2. References**

Each Respondent shall provide references (minimum of three) for which the Respondent has provided the same or similar services. Each reference shall include, at a minimum:

- Name and full address (including website address) of reference organization
- Name of contact person for Agreement
- Telephone number(s) and e-mail addresses
- Date of initiation of Agreement with reference
- Brief summary comparing the referenced services to these proposed services.

**Section 3. Client Information**

Respondent shall provide the following information:

- Brief description of the agency's statewide, national and international accounts.
- List the largest private sector current accounts. Briefly describe the types of services rendered for each account.
- For any current governmental accounts, list and describe the services rendered.
- Provide a statement to show the agency's willingness, if awarded an Agreement and if there should be a conflict between Franklin County and an existing account, to consider terminating the existing account.

**Section 4. Financial Statements, Accounting and Bookkeeping Procedures**

Respondent shall provide the following:

- A set of financial statements (Cash Flow, Income and Expenditure, Balance Sheet) for the prior three years, preferably with an audit opinion, for each of the two most recent fiscal years.
- A statement as to whether accounting for billing purposes is performed in-house or by a contracted accountant.
- A statement regarding the Respondent's ability to respond to government purchase orders; and
- A statement outlining the procedures that will be used to issue invoices in the billing of services for the TDC.
- Credit references (minimum of three)
- Demonstration that Respondent can maintain an account balance of a minimum of \$10,000 to cover necessary expenses between county billing cycles.

**Section 5. Staff Information**

- Respondent shall include a list of the proposed staff positions, for both the operation of the FCTDC offices, and describe each of their qualifications and experience that will be dedicated to the account if awarded this Agreement.

**Section 6. Service Capability to Franklin County**

- Describe agency administrative facilities;
- Provide agency website address for review;
- Provide information of location of the closest office available to FranklinCounty TDC administrative office for sales and technical support. If outside the State of Florida, state if the agency would be willing to locate a sufficiently staffed office in Franklin County or otherwise propose an anticipated method of servicing the account;
- Provide copies of documentation showing authorization to do business in the State of Florida. You must be registered at [www.sunbiz.org](http://www.sunbiz.org).
- Provide statement acknowledging that the agency would agree not to represent any new tourism/destination clients without the approval of the Franklin County Tourist Development Council.

**Section 7. Litigation**

The Respondent must provide answers to the following questions regarding claims and suits:

- Has the person, principals, entity or any entity previously owned, operated or directed by any of its officers, major shareholders or directors, ever failed to complete work or provide the goods for which it has contracted? Yes or No. If yes, provide details;
- Are there any judgments, claims, arbitration proceeding or suits pending or outstanding against the person, principal of the entity, or entity, or any entity previously owned, operated or directed by any of its officers, directors, or general partners? Yes or No. If yes, provide details;
- Has the person, principal of the entity, entity, or any entity previously owned, operated or directed by any of its officers, major shareholders or directors, within the last five (5) years, been a party to any lawsuit, arbitration, or mediation with regard to an Agreement for services similar to those requested in the specifications with private or public entities? Yes or No. If yes, provide details;
- Has the person, principal of the entity, or any entity previously owned, operated or directed by any of its officers, owners, partners, major shareholders or directors, ever initiated litigation against the County or been sued by the County in connection with an Agreement to provide services, goods or construction services? Yes or No. If yes, provide details;
- Whether, within the last five (5) years, the owner, an officer, general partner, principal, controlling shareholder or major creditor of the person or entity was an officer, director, general partner, principal, controlling shareholder or major creditor of any other entity that failed to perform services or furnish goods similar to those sought in the request for competitive solicitation: Yes or No. If yes, provide details.

**Section 8. County Forms**

Respondent shall complete and execute the forms specified below and found at the designated pages in this Request for Competitive Solicitation, and shall include them in **Section Five**:

	<b>Pages</b>
Response Form	31
Non-Collusion Affidavit	32
Ethics Clause	33
Drug Free Workplace	34

Copies of all current professional licenses and copies of business tax receipts shall be included in this Section.

**Section 9. Other Information**

Provide any additional information which will present evaluators with insight about the qualifications, fitness and abilities of Respondent.

**Section 10. Request for Response Checklist**

Please review and complete the Request for Response/Statement of Qualifications Checklist (page 35) included in this Request for Competitive Solicitation. **Those applicants not submitting all items requested will automatically be disqualified.**

**1.11 MODIFICATION OF RESPONSES**

Written modifications will be accepted from Respondents after the initial submission only if addressed to the entity and address indicated in the Notice of Request for Competitive Solicitations and received prior to response opening due date and time. Modification must be submitted in a sealed envelope clearly marked on the outside, with the Respondents name and “Modification to REQUEST FOR COMPETITIVE SOLICITATION- Professional Executive Administrator for Franklin County Tourist Development Council”.

**1.12 RESPONSIBILITY FOR RESPONSE**

The Respondent is solely responsible for all costs of preparing and submitting the response, regardless of whether an agreement award is made by the County.

**1.13 RECEIPT AND OPENING OF RESPONSES**

Responses will be received until the designated time and will be publicly opened and read aloud at the appointed time and place stated in the Notice of Request for Competitive Solicitations. Franklin County’s representative authorized to open the responses will decide when the specified time has arrived and no responses received thereafter will be considered. No responsibility will be attached to anyone for the premature opening of a response not properly addressed and identified. Respondent or their authorized agents are invited to be present.

**1.14 DETERMINATION OF SUCCESSFUL RESPONDENT**

Following the receipt of responses, the selection committee will meet in a publicly noticed meeting and evaluate the responses based on the criteria and point total above. The County reserves the right to reject any and all responses and to waive technical errors and irregularities as may be deemed best for the interests of the County. Responses that are incomplete, unbalanced, conditional, obscure or which contain additions not requested or irregularities of any kind, or which do not comply in every respect with the instruction to Respondents and the Agreement documents, may be rejected at the option of the County.

**1.15 AWARD OF AGREEMENT**

- A. The County also reserves the right to reject the response of a Respondent who has previously

failed to perform properly or to complete Agreements of a similar nature on time, or who after investigation of reference or other criteria, does not meet County standards.

- B. The recommendations of the TDC will be presented to the Board of County Commissioners of Franklin County (BOCC), Florida, for final approval of an Agreement.
- C. The County reserves the right to waive any irregularity in any response, or to re-advertise for all or part of the work contemplated.

## **1.16 EXECUTION OF AGREEMENT**

The Highest Ranked Respondent with whom an Agreement is negotiated shall be required to return to the County one (1) signed original Agreement together with the required certificates of insurance.

## **1.17 INSURANCE**

The Respondent shall defend, indemnify and hold harmless the County as outlined on the attached form on page 00.

## **1.18 Bid Protest Procedure**

a. Any vendor that has submitted a formal submittal to Franklin County, and who is adversely affected by the decision with respect to the award of the contract, may file with the County's Administration Office, 248 US Highway 98, Eastpoint, Florida or [michael@franklincountyflorida.gov](mailto:michael@franklincountyflorida.gov) a written Protest and supporting affidavits, if any, no later than forty-eight (48) hours (excluding Saturdays, Sundays and legal holidays) of the decision of the Franklin County Board of County Commissioners to award the contract.

b. The Protest shall be in the form of a letter stating all grounds claimed for the protest. Failure to do so shall constitute a waiver of all rights to seek any further remedies provided for under this Protest Procedure.

c. The County Coordinator shall submit the Protest and supporting affidavits, if any, along with his or her own statement and supporting affidavits, if any, in support of the award of the contract to the Board of County Commissioners for a final determination of the protest at the next regular meeting of the Board of County Commissioners.

## **SECTION TWO**

### **GENERAL TERMS AND CONDITIONS**

#### **2.01 DEFINITIONS**

Wherever used in these General Conditions or in the other Agreement documents the terms below have the meanings indicated which are applicable to both the singular and plural thereof. The use of the terms “he,” “him,” “himself” or “his” shall refer to male and female persons alike and should not be construed as derogatory or discriminatory to female persons.

**Request for Competitive Solicitation:** Also means **Request for Qualifications** or Abbreviation of RFQ.

**Request for Qualifications:** A solicitation of responses from vendors whereby vendors are invited to submit a summary of their particular qualifications and to state their interest in performing a specific job or services for the County. From such submissions, the TDC selection committee determines which of such vendors shall be short-listed for possible presentations to the TDC, and for the TDC to recommend to the Board of County Commissioners (BOCC) approval of a final Agreement.

**Addenda:** Written or graphic instruments issued prior to the Response opening which clarify, correct or change the competitive solicitation documents or the Agreement documents.

**Response Documents:** The advertisement or invitation calling for Competitive Solicitation, instructions and forms contained in this Request for Competitive Solicitations (Response Form, Non-Collusion Affidavit, Lobbying and Conflict of Interest Clause, Drug Free Workplace) and the proposed Agreement documents (including all addenda issued prior to receipt of responses).

**Agreement Documents:** The competitive solicitation documents, Agreement, addenda (which pertain to the Agreement documents), the Respondent’s proposal or response (including documentation accompanying the response and any post-response documentation submitted prior to the selection of the highest ranked respondent and final approval of the Agreement) when attached as an exhibit to the Agreement, these General Conditions, together with all amendments, modifications and supplements.

**Compensation:** Compensation will be negotiated upon selection of the highest ranked respondent. Failure to reach a final Agreement with the highest ranked respondent will result in negotiations with the next highest ranked respondent until a final Agreement is reached.

**Agreement Time:** The Agreement shall be in force and binding on the County and the Agency for a period of **two (2) years**.

**TDC:** Abbreviation for the Franklin County Tourist Development Council.

**Agency:** Entity with whom the County enters into an Agreement.

**Contractor:** The person, agency or corporation with whom the County has entered into the Agreement.

**Effective Date of the Agreement:** The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

**Laws and Regulations; Laws or Regulations:** Federal, state and local laws, rules, regulations, ordinances, codes and/or orders.

**Notice of Award:** The written notice to the apparent highest ranked Respondent stating that upon successful negotiations and compliance by the successful Respondent with the conditions precedent enumerated therein, within the time specified, the County will sign and deliver the Agreement.

**County:** The Franklin County Board of Commissioners for whom the work is to be provided.

**Specifications:** Those portions of the Agreement documents consisting of written technical descriptions of materials and services required under the Agreement.

**Written Amendment:** A written amendment of the Agreement documents, signed by the County and the Agency, on or after the effective date of the Agreement.

**Failure to Execute Required Forms:** Failure to execute the required forms shall result in entity being disqualified and the response will be rejected.

## **2.02 RESPONDENT'S RESPONSIBILITIES**

### **2.02.1 Supervision and Personnel**

The Respondent shall supervise and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Agreement documents.

### **2.02.2 Parts, Materials and Equipment**

Unless otherwise specified in the Agreement, the Respondent shall furnish and assume full responsibility for all services, materials, equipment, labor, transportation, machinery, tools and all other incidentals necessary for the completion of the work.

### **2.02.3 Taxes**

The Respondent shall pay all sales, consumer, use and other similar taxes required to be paid by the Respondent in accordance with the laws and regulations of the place of the project which are applicable during the performance of the work. The County is not liable for sales or use taxes.

### **2.02.4 Compliance with Laws**

The Respondent shall comply with all applicable laws and regulations of federal, state and local governments.

### **SECTION THREE**

#### **TERMS AND CONDITIONS SPECIFIC TO Executive Administrator**

The administrative services shall include, but not be limited to, the following:

1. Provide staff services to administer the TDC and to manage and develop awareness, promote favorable image and goodwill for the Franklin County tourism product.
2. Provide the development of favorable national and international publicity for the Franklin County tourism product.
3. Provide the establishment and maintenance of contracts with print, internet and broadcast media including bloggers and social media influencers.
4. Provide the preparation of digital media kits and an online newsroom.
5. Coordinate development and distribution of news materials for trade and consumer media.
6. Develop and coordinate media familiarization tours for Franklin County, and assist media including social media influencers as needed during individual visits. In addition, develop and coordinate itineraries for broadcast crews and provide onsite support as needed.
7. Work with media personnel to gather information for their reports.
8. Develop the TDC's marketing plan establishing objectives and measurable goals while interfacing with programs produced by the advertising agency and sales department.
9. Provide representation of TDC at selected trade shows, sales/media missions, media workshops, and journalist conferences.
10. Provide at least one representative to attend TDC meetings and umbrella meetings concerning the Franklin County tourism product.
11. Provide periodic written and/or oral reports on TDC activities and the Franklin County tourism product to the TDC and Franklin County Board of County Commissioners.
12. Provide the establishment and management of Agreements with sub-agencies for international, specialty or other public relation markets and/or programs.
13. Prepare for and respond to emergency crisis situations that affect tourism and provide a crisis communications program when needed, working in conjunction with Franklin County Emergency Managements and other local, state and federal entities as appropriate.
14. Coordinate crisis communications training for Franklin County tourism officials.

15. Interface with County officials and other local municipalities to consult with and provide communications assistance to deal with issues that relate to tourism.
16. Provide content support for TDC web site and social media channels.
17. Provide publicity before, during, and after selected special events.
18. Provide assistance to the creation and development of a Franklin County Film Industry.
19. Maintain appropriate records of print clippings, internet, and broadcast coverage.
20. Provide development and maintenance of video and still image libraries.
21. Provide a measurability process to evaluate the TDC programs.
22. Provide implementation of such services as outlined within the objectives, goals, and strategies of the marketing plan.
23. Schedule and attend meetings, draft agendas, take minutes of all meetings, handle and respond to all correspondence
24. Maintain an accessible public office facility and files.
25. Respond to requests for information regarding TDC programs
26. Prepare procedural protocols and documents, assist in the preparation of proposals and bids, and contracts
27. Collect and maintain information on Franklin County TDC revenues.
28. Process invoices for timely payment request to Franklin County's Finance Office.
29. Draft and monitor budgets; create, present and interpret monthly financial statements and perform budget analysis.
30. Manage the TDC grant program, including noticing of grant program funds; conduct training sessions for grant applicants; oversee grant applications and contracts; monitor grant compliance and performance; prepare reports on grant awards and performance.
31. Provide promotional activities as set forth herein and as directed by the board.
32. Perform such other administrative activities as required by the TDC and approved by the Franklin County Board of County Commissioners.

**A draft Agreement has been furnished in Section Four to help outline the possible services of a full-service agency of record to Franklin County. The Scope of Services may change before negotiating the final Agreement between the parties.**

**SECTION FOUR**  
**DRAFT AGREEMENT**

THIS AGREEMENT (Agreement), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, A.D., by and between Franklin County, Florida, (hereinafter called the County), and **(Insert Organization Name)** (hereinafter called the Contractor).

WITNESSETH:

WHEREAS, Contractor is uniquely qualified to provide administrative services which promotes tourism, and

WHEREAS, the Franklin County Tourist Development Council (TDC), an advisory board to the County's Board of County Commissioners (BOCC) has recommended to County that an Agreement for executive administrative services be entered into with Contractor, and

WHEREAS, County desires to enter into this Agreement for executive administrative services with the Contractor;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Term: The term of this Agreement is for a period of **two (2) years** beginning November 1, 2025, and expiring on October 31, 2027.

2. Scope of Services: The Contractor will serve as the full-service executive administrative agency for the Franklin County TDC and County and operate the Eastpoint Visitor Center. The Contractor is subject to review by the Franklin County TDC and Franklin County.

A. Key Personnel: This Agreement is a professional service Agreement with expectation that principal personnel performing the services are those personnel listed. Notice of any change in personnel shall be sent to the TDC for approval. The principals assigned are the following (*Titles may vary to those below*):

MINIMUM STAFF PERSONNEL ASSIGNED:

- 1) Agency Owner or President
- 2) Finance/Account/Clerical Support

B. The Executive Administrator shall meet with the Franklin County TDC at all regularly scheduled meetings of the TDC and Advisory Committees, and at any other times as directed by the TDC, and the following administrative duties:

1. Schedule and attend meetings, draft agendas, take minutes of all meetings, handle and respond to all correspondence
2. Maintain an accessible public office facility and files.
3. Respond to requests for information regarding TDC programs
4. Prepare procedural protocols and documents, assist in the preparation of

proposals and bids, and contracts

5. Collect and maintain information on Franklin County TDC revenues
  6. Process invoices for timely payment request to Franklin County's Finance Office.
  7. Draft and monitor budgets; create, present and interpret monthly financial statements and perform budget analysis.
  8. Manage the TDC grant program, including noticing of grant program funds; conduct training sessions for grant applicants; oversee grant applications and contracts; monitor grant compliance and performance; prepare reports on grant awards and performance.
  9. Provide promotional activities as set forth herein and as directed by the board.
- C. Contractor agrees to assign a full time Executive Administrator who will devote full time and effort as necessary to the account on a priority basis, including full time when required. Duties of the Administrator will include contact as required with the Chairperson or Vice Chairperson of the TDC. Other duties include regular consultation visits throughout Franklin County; and interfacing with other agencies of record such as Advertising and Website provider as directed by the TDC relating to the development of an effective marketing program for the Franklin County.
- D. Provide staff services to manage communications to develop awareness, promote favorable image and goodwill for the Franklin County tourism product.
- E. Provide the development of favorable national and international publicity for the Franklin County tourism product.
- F. Provide the establishment and maintenance of contacts with print, internet and broadcast media including bloggers and social media influencers.
- G. Provide the preparation of digital media kits and an online newsroom.
- H. Coordinate development and distribution of news materials for trade and consumer media.
- I. Develop and coordinate media familiarization tours for Franklin County and assist media including social media influencers as needed during individual visits. In addition, develop and coordinate itineraries for broadcast crews and provide onsite support as needed.
- J. Work with media personnel to gather information for their reports.
- K. Develop the TDC's annual marketing plan establishing objectives and measurable goals while interfacing with programs produced by the advertising agency and sales department.
- L. Provide representation of TDC at selected trade shows, sales/media missions, FAM tours, media workshops, and journalist conferences.
- M. Provide at least one representative to attend TDC meetings and such other meetings as directed by the TDC.

- N. Provide periodic written and/or oral reports on administrative activities to the TDC and Franklin County Board of County Commissioners.
- O. Provide the establishment and management of Agreements with sub-agencies for international, specialty or other public relation markets and/or programs.
- P. Prepare for and respond to emergency crisis situations that affect tourism and provide a crisis communications program when needed, working in conjunction with Franklin County Emergency Managements and other local, state and federal entities as appropriate.
- Q. Coordinate crisis communications training for Franklin County tourism officials.
- R. Interface with County officials and other local municipalities to consult with and provide communications assistance to deal with issues that relate to tourism.
- S. Provide content support for TDC web site and social media channels.
- T. Provide publicity before, during, and after selected special events.
- U. Maintain appropriate records of print clippings, internet, and broadcast coverage.
- V. Provide development and maintenance of video and still image libraries.
- W. Provide a measurability process to evaluate the Franklin County Tourism product.
- X. Provide implementation of such services as outlined within the objectives, goals, and strategies of the annual marketing plan.
- Y. Perform such other administrative activities as required by the TDC.

3. Compensation: A budget for the Executive Administrator shall be set annually, subject to availability of Tourist Development Tax Funds. Franklin County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the County.

- A. Agency Fees: The Contractor shall be compensated for the performance of all Executive Administrator services outlined within the Scope of Services as defined by this Agreement for an administration fee of \$\_\_\_\_\_ (To be determined during negotiations as either hourly or annual fee) The Contractor shall submit to the TDC monthly billings in in a form acceptable to the Finance Department.
- B. Reimbursement Expenses: The Contractor shall be reimbursed for all reasonable expenses for postage and shipping. All other expenses must be pre-approved in advance by the TDC.
- C. Reimbursable expenditures shall be invoiced and billed to the County for payment on a monthly basis. The County shall be responsible for payment of all authorized fees and costs due the Contractor according to the Florida Local Government Prompt Payment Act (Florida Statute: 218.70 through 218.77).
- D. The Contractor is required to have pre-approval on all other projects and materials by the

TDC Chairperson or TDC according to TDC and Franklin County Procurement Policies.

4. Contractor's Acceptance of Conditions: The Contractor hereby agrees to carefully examine the Scope of Services and assumes full responsibility, therefore. Under no circumstances, conditions or situations shall this Agreement be more strongly construed against the County than against the Contractor.

- A. Any ambiguity or uncertainty in the Scope of Services shall be interpreted and construed by the County, and the County's decision shall be final and binding upon all parties.
- B. The passing, approval and/or acceptance by the County of any of the services furnished by the Contractor shall not operate as a waiver by the County of strict compliance with the terms of this Agreement. Failure on the part of the Contractor, immediately after Notice to Correct a default, shall entitle the County, if it sees fit, to correct the same and recover the reasonable cost of such replacement and/or repair from the Contractor, who in any event shall be jointly and severally liable to the County for all damage, loss and expense caused to the County by reason of the Contractor's breach of this Agreement and/or his/her failure to comply strictly and in all things with this Agreement and with the specifications.
- C. The Contractor agrees that the TDC may designate representatives to visit the Contractor's facility(ies) periodically to conduct random open file evaluations during the Contractor's normal business hours.
- D. The Contractor warrants that it has, and shall maintain throughout the term of this Agreement, appropriate licenses and permits required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and permits shall be submitted to the County upon request.

5. Executive Administrator Agency of Record: Contractor shall act as the agency of record of the County/TDC for all tourism-based services, and for the performance of related or special services as requested by the TDC.

6. Exclusive Representation: Contractor agrees that it will not represent any lodging properties, attractions or other tourist related businesses in the state of Florida, or any other Destination Marketing Organization (DMO) without the prior written approval by the TDC and Franklin County.

7. Contractor's Financial Records: Contractor shall maintain all books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement. If an auditor employed by the County or Clerk determines that monies paid to the Contractor pursuant to this Agreement were spent for purposes not authorized by this Agreement, the contractor shall repay the monies together with interest calculated pursuant to Sec. 55.03, Florida Statute, running from the date the monies were paid to Contractor.

8. Public Records Compliance: Contractor must comply with Florida public records laws, including but not limited to Chapter 119, Florida Statutes and Section 24 of article I of the Constitution of Florida. The County and Contractor shall allow and permit reasonable access to, and inspection of, all documents, records, papers, letters or other "public record" materials in its possession or under its control subject to

the provisions of Chapter 119, Florida Statutes, and made or received by the County and Contractor in conjunction with this Agreement and related to Agreement performance. The County shall have the right to unilaterally cancel this Agreement upon violation of this provision by the Contractor. Failure of the Contractor to abide by the terms of this provision shall be deemed a material breach of this Agreement and the County may enforce the terms of this provision in the form of a court proceeding and each party shall pay their own attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the Agreement.

The Contractor is encouraged to consult with its advisors about Florida Public Records Law in order to comply with this provision.

Pursuant to F.S. 119.0701 and the terms and conditions of this Agreement, the Contractor is required to:

- (1) Keep and maintain public records that would be required by the County to perform the service.
- (2) Upon receipt from the County's custodian of records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (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 following completion of the Agreement if the contractor does not transfer the records to the County.
- (4) Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records that would be required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of records, in a format that is compatible with the information technology systems of the County.
- (5) A request to inspect or copy public records relating to a County Agreement must be made directly to the County, but if the County does not possess the requested records, the County shall immediately notify the Contractor of the request, and the Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

If the Contractor does not comply with the County's request for records, the County shall enforce the public records Agreement provisions in accordance with the Agreement, notwithstanding the County's option and right to unilaterally cancel this Agreement upon violation of this provision by the Contractor. A Contractor who fails to provide the public records to the County or pursuant to a valid public records request within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

The Contractor shall not transfer custody, release, alter, destroy or otherwise dispose of any public records unless or otherwise provided in this provision or as otherwise provided by law.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, Michael Morón at 850-653-5077 or [michael@franklincounty.gov](mailto:michael@franklincounty.gov) and Office of the County Attorney, 40-4<sup>th</sup> Street, Apalachicola, Florida 32320, 850-653-1757 or**

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9. **Hold Harmless:** The Contractor covenants and agrees to indemnify and hold harmless the County and the TDC from any and all claims for bodily injury (including death), personal injury and property damage (including property owned by Franklin County) and any other losses, damages and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Contractor or any of its subcontractors in any tier, occasioned by the negligence, errors or other wrongful act of omission of the Contractor or its subcontractors in any tier, their employees or agents.

10. **Independent Contractor:** At all times and for all purposes under this Agreement the Contractor is an Independent Contractor and not an employee of the County. No statement contained in this Agreement shall be construed so as to find the Contractor or any of his/her employees, contractors, servants or agents to be employees of the County.

11. **Nondiscrimination:** The parties agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. The parties agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352), which prohibit discrimination in employment on the basis of race, color, religion, sex and national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC § 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC §§ 6101-6107), which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, §§ 523 and 527 (42 USC §§ 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC §§ 1201), as amended from time to time, relating to nondiscrimination in employment on the basis of disability; and 10) any other nondiscrimination provisions in any Federal or State statutes which may apply to the parties to, or the subject matter of this Agreement.

12. **Assignment/Sub-Agreement:** The Contractor shall not assign or sub Agreement its obligations under this Agreement, except in writing and with the prior written approval of the County and Contractor, which approval shall be subject to such conditions and provisions as the County may deem necessary. This paragraph shall be incorporated by reference into any assignment or subcontract and any assignee or subcontractor shall comply with all of the provisions of this Agreement.

13. **Compliance with Law:** In providing all services/goods pursuant to this Agreement, the Contractor shall abide by all statutes, ordinances, rules and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereinafter adopted. Any violation of said statutes, ordinances, rules and regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement immediately upon delivery of written notice of termination to the Contractor. The Contractor shall possess proper licenses to perform work in accordance with these specifications throughout the term of this Agreement.

14. Disclosure and Conflict of Interest: The Contractor represents that it, its directors, principles and employees, presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required by this Agreement, as provided in Sect. 112.311, et seq., Florida Statutes. County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

Upon execution of this Agreement, and thereafter as changes may require, the Contractor shall notify the County of any financial interest it may have in any and all programs in Franklin County which the Contractor sponsors, endorses, recommends, supervises or requires for counseling, assistance, evaluation or treatment. This provision shall apply whether or not such program is required by statute, as a condition of probation, or is provided on a voluntary basis.

The County and Contractor warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or Contractor, other than a bona fide employee working solely for it, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the Contractor agrees that the County shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

15. Arrears: The Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any Agreement, debt, obligation, judgment, lien or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

16. Notice Requirement: Any notice required or permitted under this Agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, return receipt requested, to the following:

FOR COUNTY:

Michael Moron, County Coordinator  
248 US Highway 98  
Eastpoint, FL 32328

With Copy to:

Thomas M. Shuler, Esquire  
Franklin County Attorney  
40-4<sup>th</sup> Street  
Apalachicola, FL 32320

FOR CONTRACTOR: (Insert)

17. Taxes: The County is exempt from payment of Florida State Sales and Use taxes. The Contractor shall not be exempted by virtue of the County's exemption from paying sales tax to its suppliers for materials used to fulfill its obligations under this Agreement, nor is the Contractor authorized to use the County's Tax Exemption Number in securing such materials. The Contractor shall be responsible for any

and all taxes, or payments of withholding, related to services rendered under this Agreement.

18. Termination:

- A. The County may terminate this Agreement for cause with seven (7) days' notice to the Contractor. Cause shall constitute a breach of the obligations of the Contractor to perform the services enumerated as the Contractor's obligations under this Agreement.
- B. Either of the parties hereto may terminate this Agreement without cause by giving the other party one hundred and twenty (120) days written notice of its intention to do so.

19. Governing Law, Venue, Interpretation, Costs and Fees:

- A. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to Agreements made and to be performed entirely in the State.
- B. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the County and Contractor agree that exclusive venue will lie in the appropriate court or before the appropriate administrative body in Franklin County, Florida, and not in any other location
- C. The County and Contractor agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them, the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.
- D. Severability. If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The County and Contractor 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.
- E. Attorney's Fees and Costs. The County and Contractor agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, each party shall pay their own reasonable attorney's fees, court costs (trial and appellate), investigative and out-of-pocket expenses, and may not seek as an award against the non-prevailing party. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Franklin County.
- F. Adjudication of Disputes or Disagreements. County and Contractor agree that all disputes and disagreements shall be attempted to be resolved by Meet and Confer Sessions between representatives of each of the parties. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law.
- G. Cooperation. In the event any administrative or legal proceeding is instituted against either party

relating to the formation, execution, performance or breach of this Agreement, County and Contractor agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings and other activities related to the substance of this Agreement or provision of the services under this Agreement. County and Contractor specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

20. Binding Effect: The terms, covenants, conditions and provisions of this Agreement shall bind and inure to the benefit of the County and Contractor and their respective legal representatives, successors and assigns.

21. Authority: Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.

22. Claims for Federal or State Aid: Contractor and County agree that each shall be, and is, empowered to apply for, seek and obtain Federal and State funds to further the purpose of this Agreement; provided that all applications, requests, grant proposals and funding solicitations are not for funding already provided under this Agreement. Notwithstanding the foregoing, the Contractor shall not apply for such Federal or State funds without first securing the prior permission of the County.

23. Privileges and Immunities: All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, and pensions and relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents or employees of any public agents or employees of the County, when performing their respective functions under this Agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers or employees outside the territorial limits of the County.

24. Legal Obligations and Responsibilities: Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute and case law, and then only as strictly provided herein

25. Non-Reliance by Non-Parties: No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the Contractor agree that neither the County nor the Contractor or any agent, officer or employee of either shall have the authority to inform, counsel or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

26. Attestations: Contractor agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement and a Drug-Free Workplace Statement.

27. No Personal Liability: No covenant or Agreement contained herein shall be deemed to be a covenant or Agreement of any member, officer, agent or employee of Franklin County in his or her

individual capacity, and no member, officer, agent or employee of Franklin County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

28. Insurance: Contractor shall maintain the following required insurance throughout the entire term of this Agreement and any extensions. Failure to comply with this provision may result in the immediate suspension of all work until the required insurance has been reinstated or replaced. Delays in the completion of work resulting from the failure of the Contractor to maintain the required insurance shall not extend any deadlines specified in this Agreement and any penalties and failure to perform assessments shall be imposed as if the work had not been suspended, except for Contractor's failure to maintain the required insurance.

Contractor shall provide, to the County, as satisfactory evidence of the required insurance, either:

- Certificate of Insurance  
or
- A Certified copy of the actual insurance policy

The County, at its sole option, has the right to request a certified copy of any or all insurance policies required by this Agreement.

All Insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer.

The acceptance and/or approval of the Contractor's insurance shall not be construed as relieving the Contractor from any liability or obligation assumed under this Agreement or imposed by law.

The Franklin County Board of County Commissioners, its employees, TDC Board of Directors and officials will be included as "Additional Insured" on all policies, except for Workers' Compensation.

Any deviations from these General Insurance Requirements must be requested in writing on the County prepared from entitled "Request for Waiver of Insurance Requirements" and approved by Franklin County .

- A. Prior to the commencement of work governed by this Agreement the Contractor shall obtain Workers' Compensation Insurance with limits sufficient to respond to Florida Statute 440.

In addition, the Contractor shall obtain Employers' Liability Insurance with limits of not less than:

- \$100,000 Bodily Injury by Accident
- \$500,000 Bodily Injury by Disease
- \$100,000 Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the Agreement.

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida and the company or companies must maintain a minimum rating of A-V1, as assigned by the A.M. Best Company.

- B. Prior to the commencement of work governed by this Agreement, the Contractor shall obtain  
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General Liability Insurance. Coverage shall be maintained throughout the life of the Agreement and include, as a minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be:

\$1,000,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$ 500,000 per Person

\$ 1,000,000 per Occurrence

\$ 100,000 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this Agreement. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

The Franklin County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

- C. Recognizing that the work governed by this Agreement requires the use of vehicles, the Contractor, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintain throughout the life of the Agreement and include, as a minimum, liability coverage for:

\*Owned, Non-Owned, and Hired Vehicles

The Minimum limits acceptable shall be:

\$1,000,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$ 500,000 per Person

\$ 1,000,000 per Occurrence

\$ 100,000 Property Damage

- D. Recognizing that the work governed by this Agreement involves the furnishing of advice or services of a professional nature, the Contractor shall purchase and maintain, throughout the life of the Agreement, Professional Liability Insurance which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of the Contractor arising out of work governed by this Agreement. The minimum limits of liability shall be: \$250,000 per Occurrence/\$500,000 Aggregate.

29. Force Majeure: The Contractor shall not be liable for delay in performance or failure to perform, in whole or in part, the services due to the occurrence of any contingency beyond its control or other acts of God, Contractor has exercised reasonable care in the prevention or mitigation of damages and delay, any such delay or failure shall not constitute a breach of the Agreement. Upon demand of TDC or County, the Contractor must furnish evidence of the causes of such delay or failure.

30. Execution in Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

31. Section Headings: Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day, and year first above written.

(SEAL)  
Attest: Michele M. Maxwell, Clerk

Board of County Commissioners  
of Franklin County

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Chairman

.....  
(To be filled out by Contractor)

**(Insert Organization Name)**

By \_\_\_\_\_  
**President**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Date**

**AND TWO WITNESSES**

(1) \_\_\_\_\_

(2) \_\_\_\_\_

(1) \_\_\_\_\_  
**Print Name**

(2) \_\_\_\_\_  
**Print Name**

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

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

**SECTION FIVE**  
**INSURANCE REQUIREMENTS AND**  
**RESPONSE FORMS REQUIRED BY FRANKLIN COUNTY, FLORIDA**

A. Prior to the commencement of work governed by this Agreement the Contractor shall obtain Workers' Compensation Insurance with limits sufficient to respond to Florida Statute 440.

In addition, the Contractor shall obtain Employers' Liability Insurance with limits of not less than:

\$100,000	Bodily Injury by Accident
\$500,000	Bodily Injury by Disease
\$100,000	Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the Agreement.

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida and the company or companies must maintain a minimum rating of A-V1, as assigned by the A.M. Best Company.

B. Prior to the commencement of work governed by this Agreement, the Contractor shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the Agreement and include, as a minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be:

\$1,000,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$ 500,000 per Person  
\$ 1,000,000 per Occurrence  
\$ 100,000 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this Agreement. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

The Franklin County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

C. Recognizing that the work governed by this Agreement requires the use of vehicles, the Contractor, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintain throughout the life of the Agreement and include, as a minimum, liability coverage for:

\*Owned, Non-Owned, and Hired Vehicles

The Minimum limits acceptable shall be:

\$1,000,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$ 500,000 per Person

\$ 1,000,000 per Occurrence

\$ 100,000 Property Damage

- E. Recognizing that the work governed by this Agreement involves the furnishing of advice or services of a professional nature, the Contractor shall purchase and maintain, throughout the life of the Agreement, Professional Liability Insurance which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of the Contractor arising out of work governed by this Agreement. The minimum limits of liability shall be: \$250,000 per Occurrence/\$500,000 Aggregate.

**RISK MANAGEMENT  
POLICY AND PROCEDURES  
AGREEMENT ADMINISTRATION MANUAL**

**Indemnification and Hold Harmless  
for  
Other Contractors and Subcontractors**

The Agency covenants and agrees to indemnify and hold harmless Franklin County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury and property damage (including property owned by Franklin County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Agency or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors or other wrongful act of omission of the Agency or its Subcontractors in any tier, their employees or agents.

In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the Agency's failure to purchase or maintain the required insurance, the Agency shall indemnify the County from any and all increased expenses resulting from such delay.

The first ten dollars (\$10.00) of remuneration paid to the Agency is for the indemnification provided for above.

The extent of liability is in no way limited to, reduced or lessened by the insurance requirements contained elsewhere within this Agreement.

**RESPONSE FORM**

**RESPONSE TO: FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS  
c/o MICHAEL MORÓN  
248 US HIGHWAY 98  
EASTPOINT, FLORIDA 32328  
850-653-5077  
=**

I acknowledge receipt of Addenda No. (s) \_\_\_\_\_

I have included:

Proposal \_\_\_\_\_ Ethics Clause \_\_\_\_\_  
Non-Collusion Affidavit \_\_\_\_\_ Drug Free Workplace Form \_\_\_\_\_  
Local Preference Form \_\_\_\_\_

In addition, I have included a current copy of the following professional licenses and business tax receipts:

\_\_\_\_\_

**(Check mark items above, as a reminder that they are included.)**

Mailing Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

\_\_\_\_\_ Fax: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Witness: \_\_\_\_\_

(Seal)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

**NON-COLLUSION AFFIDAVIT**

I, \_\_\_\_\_ of the city of \_\_\_\_\_ according to law on my oath, and under penalty of perjury, depose and say that:

I am \_\_\_\_\_ of the Agency of \_\_\_\_\_ the Proposer making the Proposal for the project described in the Notice of Request for Competitive Solicitations for:

\_\_\_\_\_ and that I executed the said Proposal with full authority to do so; and

1. The prices in this Proposal have been arrived at independently without collusion, consultation, communication or Agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to Proposal opening, directly or indirectly, to any other Proposer or to any competitor;
3. No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit, or not to submit, a Proposal for the purpose of restricting competition; and
4. The statements contained in this affidavit are true and correct, and made with full knowledge that Franklin County relies upon the truth of the statements contained in this affidavit in awarding Agreements for said project.

\_\_\_\_\_  
(Signature of Proposer)

\_\_\_\_\_  
(Date)

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

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

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_ who, after first being sworn by me, (name of individual signing) affixed his/her signature in the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

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

**ETHICS CLAUSE**

**SWORN STATEMENT**  
**FRANKLIN COUNTY, FLORIDA**

\_\_\_\_\_ warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee or any County officer or employee. For breach or violation of this provision the County may, in its discretion, terminate this Agreement without liability and may also, in its discretion, deduct from the Agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

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

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

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_ who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

## **DRUG-FREE WORKPLACE FORM**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

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(Name of Business)

1. Publishes 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. Informs 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. Gives each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement specified in Subsection 1.04.
4. In the statement specified in Subsection 1, notifies 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 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Imposes 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, or any employee who is so convicted.
6. Makes 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 Agency complies fully with the above requirements.

---

Proposer's Signature

---

Date

**SECTION SIX**  
**REQUEST FOR COMPETITIVE SOLICITATION CHECKLIST**

Please ensure that all items have been checked before submitting Request for Competitive Solicitation. Submit this checklist as the last page of your proposal.

- 1. Cover Page
- 2. Narrative Self-Analysis
- 3. References
- 4. Account Information
- 5. Financial Statements, Accounting and Bookkeeping Procedures
- 6. Staff Information
- 7. Service Capability to Franklin County
- 8. Compensation
- 9. Written Presentation
- 10. County Forms
- 11. Other Information
- 12. Completed Competitive Solicitation Checklist