

**BOARD OF COUNTY COMMISSIONERS  
HERNANDO COUNTY, FLORIDA  
PROFESSIONAL SERVICES AGREEMENT-  
NO. RFP 23-R00375/TPR – DIGITAL  
EXPERIENCE PLATFORM**

THIS Agreement made and entered into this 12th day of March, 2024 by and between HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS, 15470 Flight Path Drive, Brooksville, Florida, a political subdivision of the State of Florida, hereinafter called the County and ITI Digital, LLC, a Florida Limited Liability Company duly authorized to conduct business in the State of Florida, hereinafter called the Professional.

WITNESSETH:

WHEREAS, the County publicly submitted Request for Proposal (RFP) 23-R00375/TPR seeking firms or individuals qualified in providing digital experience platform services with required capabilities contained within the Scope of Work (Exhibit A) and RFP 23-R00375/TPR (Exhibit B), and

WHEREAS, based upon the County’s assessment of Professional's proposal, the County selected the Professional to provide the services as defined herein; and

WHEREAS, Professional represents that it has the experience and expertise to perform all services as set forth in this agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual understandings, and covenants set forth in this Agreement, County and Professional agree as follows:

**SECTION 1. DEFINITIONS**

- 1.1 **BOCC** means the Board of County Commissioners of Hernando County, Florida; also referred to as County.
- 1.2 **County Administrator** means the Hernando County Administrator or its designee.
- 1.3 **Services** means all elements, documentation, services, tasks, products, maintenance, training, etc. delineated in Exhibits A and B.

**SECTION 2. TERM AND PERFORMANCE**

- 2.1 **Term:** This Agreement and associated agreements shall commence on the date of the last authorized signature below, the initial term being Thirty-Six (36) months.
- 2.2 **Schedule of deliverables and milestones:** Professional shall provide and commence the Services required in this Agreement as indicated in Exhibits A and B, upon written Notice to Proceed or Purchase Order from the Hernando County Administrator or its designee, and shall complete the Services according to the schedule for deliverables and milestones. The schedule for deliverables and milestones, or amendments thereto, will be agreed upon by the parties in writing and attached hereto and incorporated herein.
- 2.3 **Renewals:** This Agreement may be unilaterally renewed by the County for Two (2) additional Twelve (12)-month terms by sending notice of renewal to Professional at least thirty (30) days prior to the expiration of the then-current term. Should any such renewal results in changes in the terms and conditions or increase in fees, such changes must be in writing as an amendment to this Agreement and executed by both parties. Renewal of this Agreement is subject to appropriation of funds by the Board of County Commissioners and satisfactory performance.

**2.4 Performance (Professional):**

- 2.4.1 In the event the Services are performed on the premises of the County or, if agreed to by both parties, at an alternative location, Professional shall, while working on such premises, observe the County's rules and policies relating to the security thereof, access to or use of all or part of the County's premises and any of the County's property, including proprietary or confidential information. Additionally, Professional and its personnel shall observe the County's administrative and ethics codes relating to the security, access or use of all or part of the County's premises and any of the County's property, including proprietary or confidential information.
- 2.4.2 Professional shall respond expeditiously to any inquiries pertaining to this Agreement from the County.
- 2.4.3 The County retains Professional on an independent contractor basis and not as an employee.
- 2.4.4 Professional shall work closely with County staff in the performance of Services and shall be available to County's staff, consultants, and other staff at all reasonable times in furtherance of this Agreement.
- 2.4.5 The Professional shall provide detailed progress reports regarding deliverables and milestones in a format acceptable to the County, either monthly or at intervals established by the County. The County is entitled at all times to be advised, at its request, of the status of work being done by the Professional in furtherance of this Agreement. Professional shall maintain coordination with representatives of the County. Either party to the Agreement may request and be granted a conference.

**2.5 Performance (County):**

- 2.5.1 The County acknowledges that the success and timeliness of the implementation process shall require the active participation and collaboration of the County and its staff and shall act reasonably and cooperate fully with Professional in furtherance of this Agreement.
- 2.5.2 The County shall notify Professional of suspected defects in any of the Services supplied by Professional. County shall provide, upon Professional's request, additional data Professional deems necessary or desirable to reproduce the environment in which such defect occurred.

**2.6 Performance (County and Professional): The parties shall appoint a project manager (the "Project Manager") who shall work closely together with Professional to facilitate the successful implementation of the Services.**

**SECTION 3. USER ACCEPTANCE**

- 3.1 The County will not accept the Services until it has validated that Professional has met all requirements stated in the Scope of Work.
- 3.2 All Services must, among other conditions, be accessible, customizable, usable, free from operational defects (for all users including but not limited to: County, site manager, end users, stakeholders, etc.), compliant with all specifications and requirements, etc., in order to be accepted by the County.
- 3.3 At the date scheduled for each deliverable and milestone, the County shall test such deliverable or milestone for, among other conditions, accessibility, customizability, usability, and compliance with specifications and requirements. If, after testing a deliverable or milestone, the same does not function in accordance with Exhibits A and B, the County shall have the option, upon notice as described in section 9 below to:
  - 3.3.1 Conditionally accept the deliverable at its then level of performance, or
  - 3.3.2 Extend testing for such period as determined by the County; or
  - 3.3.3 Accept those portions of the deliverable which pass the acceptance criteria and require the Professional to correct the remaining portions, in which event the County shall not be liable for any payments associated with the implementation of such remaining portions until they have been accepted, less any

reasonable cost associated with the delay; or

3.3.4 After notice and opportunity to cure as stated in section 9, terminate the Agreement in its entirety. Upon such a termination under this section, Professional shall promptly return to County all moneys paid by County to the Professional for the terminated Services.

3.3.5 Pursue such remedies as may be available to the County at law or in equity.

#### SECTION 4. GO-LIVE DATE

4.1 Delays Caused by County: In the event there are acts or omissions on the part of the County that result in delays to the go-live date, the Professional may request an extension of the go-live date. Upon receipt of such a request, the County shall promptly review and grant to the Professional an extension of the go-live date, in writing, which shall not be unreasonably withheld, equal to the aforementioned delays, provided there are no changes in compensation or Scope of Work, except those changes that may be agreed upon between the parties hereto.

4.2 Delays Not Caused by County: In the event there have been delays not caused by the County that would affect the go-live date or project completion date, the Professional shall submit a written request to the County that identifies the reason(s) for the delay and the amount of time related to each reason. The County shall timely review the request and whether to grant all or part of the requested extension.

4.3 Expiration: In the event the scheduled go-live date expires and the Professional has not requested, or if the County has denied, an extension of the go-live date, partial progress payments will be stopped on the date time expires. No further payment for the project will be made until a time extension is granted or the Services have gone live.

#### SECTION 5. SUPPORT AND MAINTENANCE SERVICES

Professional shall ensure that all Services provided under this Agreement will be performed by a person duly qualified and sufficiently experienced to perform such services and, where required, licensed by all appropriate governmental authorities in the applicable area(s). Professional may associate with specialists, third-party hosts and/or other professionals ("sub-professionals"), in furtherance of the Services hereunder, without additional cost to the County. Should the Professional desire to utilize sub-professionals in the performance of the work, the Professional shall be responsible for satisfactory completion of all such sub-professionals' work and may not assign or transfer work under this Agreement to other sub-professionals unless approved in writing by the County. The Professional shall use only sub-professionals that have been approved by an authorized representative of the County.

#### SECTION 6. RIGHT TO OWNERSHIP

6.1 County Proprietary Rights: County retains all rights, title and interest in and to all materials, data, documentation and copies thereof furnished by County to Professional under this Agreement, including all copyright and other proprietary rights therein, which Professional as well as its employees, agents, sub-professionals, and suppliers may use only in connection with the performance of the Services under this Agreement. All rights, title, and interest in and to certain ideas, designs and methods, specifications, and other documentation related thereto developed by Professional and its sub-professionals specifically for County (collectively, "developed works") shall be and remain the property of County. Accordingly, neither Professional nor its employees, agents, sub-professionals, or suppliers shall have any proprietary interest in such developed works. The Professional shall not, and shall ensure that its employees, agents, sub-professionals and suppliers do not, utilize, reproduce, distribute, or copyright, the developed works or any portion thereof, without the County's prior written consent except as required for Professional's performance hereunder.

6.2 The provisions and obligations of this section shall survive the expiration or termination of this Agreement or any license granted under this Agreement.

## SECTION 7. WARRANTY AND WARRANTY DISCLAIMER

- 7.1 The Professional shall perform and complete all work in a workmanlike manner to the best of its abilities and in accordance with sound and industry-standard practices and principles.
- 7.2 Professional represents and warrants to County that the Services will:
  - 7.2.1 Perform substantially as described in Exhibits A and B.
  - 7.2.2 Be free from defects in design, material, functionality, and workmanship, shall be capable of sustained performance in the operating environment.
- 7.3 Professional shall timely respond to and remediate technical problems in accordance with requirements identified in the Information Technology specifications. If there is a system failure or other problems, Professional shall respond immediately to correct problems so that the Services are not disrupted.
- 7.4 Professional grants to County a perpetual, non-transferable, nonexclusive license to the Services, including to any software embedded in or provided with the Services, with no geographical limitations.
- 7.5 The express warranties contained above are in addition to all other representations, warranties and conditions, express or implied, whether arising by statute or otherwise in law or from a course of dealing, or usage of trade.

## SECTION 8. COMPENSATION

- 8.1 Fees: The County shall pay the Professional compensation as detailed in Exhibit C attached hereto and incorporated herein. In no event shall the total fees payable under the Agreement exceed the fees listed in Exhibit C without the prior written consent of the County.
- 8.2 Prompt Payment: It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act.
- 8.3 Taxes: Professional shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. When purchasing on a direct basis, the County is generally exempt from federal excise taxes and all State of Florida sales and use taxes. The County will provide an exemption certificate upon request by the seller for such purchases. The Professional is not exempt from paying sales tax to their suppliers for services or materials to fulfill contractual obligations with the County, nor shall the Professional be authorized to use any of the County's Tax Exemptions in securing such services or materials.
- 8.4 Adjustments: Adjustment of compensation because of any major changes in the Services that may become necessary or desirable shall be by written amendment to the Agreement and signed by the parties.
- 8.5 Invoices: Professional may submit invoices for deliverables and milestones only after the deliverables and milestones have been completed and accepted in accordance with Exhibit C. All invoices shall be paid via wire transfer or via check sent to the following address:

ITI Digital LLC  
P.O. Box 1785  
Bradenton, Florida 34206

## SECTION 9. TERMINATION

- 9.1 Best Interests of the County: The County may terminate this Agreement in whole or in part at any time the interest of the County requires such termination.
- 9.2 For Cause: If the County reasonably determines that the performance of the Professional or sub-professional(s)

is not satisfactory; the County shall have the option of:

- 9.2.1 Terminating the Agreement based on any breach that is not cured within thirty (30) days of County sending notice of the breach to Professional. If Professional fails to cure the default within thirty (30) days, the County may terminate the Agreement immediately by sending to Professional a written notice of termination. In such instance, in addition to all rights and remedies County may have under law due to such breach the County may, among other things: i) be entitled to a refund of any fees for Services not rendered or deliverables or milestones not reached as indicated in Exhibits A or B; and ii) retain all developed works, deliverables, and Services already completed, whether or not accepted by County, in order to complete and/or obtain the Services and in furtherance of the requirements and intent of Exhibits A and B. In such case, the Professional will be liable to the County for all reasonable costs incurred by the County for completing and/or obtaining the Services in the requirements and intent of Exhibits A and B.
- 9.2.2 Immediately suspending, canceling, or terminating the Agreement without penalty in the event one or more of the Professional's Corporate Officers is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the Professional for or on behalf of the County under this Agreement. The County further reserves the right to suspend the qualifications of the Professional to do business with the County upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have indictment or direct information dismissed or be found not guilty, such suspension on account hereof shall be immediately lifted by the County Administrator.
- 9.2.3 Immediately terminating or canceling this Agreement in the event the Professional is placed in either voluntary or involuntary bankruptcy or if an assignment of Professional is made for the benefit of Professional's creditors.
- 9.3 Convenience: This Agreement may also be terminated for convenience. If the County requires termination of the Agreement for reasons other than those shown above in this section, the County shall notify the Professional of such termination, which shall take effect no less than ninety (90) days after the date of such written notice, and which shall specify the state of Services, deliverables, or milestones, as applicable, at which time the Agreement is to be terminated. The Professional shall be entitled to receive payment for all Services completed and accepted hereunder through the date of termination, in addition to an allowance for satisfactory work in progress but not yet completed.
- 9.4 Transition and Transfer: As a critical objective of the parties and a material obligation of Professional under this Agreement, upon the expiration or termination of this Agreement, Professional shall make good faith efforts to facilitate the smooth, efficient, and secure transition of County's data and developed works to another professional (or to County, as applicable) without any unnecessary interruption or adverse impact on County operations ("disentanglement"). Professional shall not interfere with, and shall facilitate, County's access to all completed Services, whether or not accepted, until the County confirms to Professional in writing the successful transition of data and developed works to County or a new professional.
- 9.5 Maintenance or Destruction of Records: Upon termination or expiration of this Agreement, any of the County's data and developed works, reports, and any other documents ("records") prepared by Professional and associated with this Agreement, whether finished or unfinished, shall become the property of the County. Professional shall not destroy, overwrite, erase or otherwise prevent access by County to such records until ten (10) business days after County delivers to Professional written notice confirming that Professional has successfully delivered to County a complete, reliable and usable electronic copy of its records and County has successfully transitioned and transferred its data to a new professional that provides similar if not identical services. No less than ten (10) business days, but no more than thirty (30) days, after County delivers said notice, Professional shall permanently destroy the data in its systems, including but not limited to its or sub-professionals' or third-party host's servers, backup tapes and drives, etc.. Within five (5) business days of such destruction, Professional shall deliver to County a sworn destruction certificate confirming destruction. Until Professional receives the County's written notice heretofore described, however, the Professional shall maintain the records and shall not permit their destruction for a period not to exceed five (5) years from the effective date of termination or expiration, whichever is earlier.

## SECTION 10. HEADINGS AND INTERPRETATION

All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

## SECTION 11. REQUIRED INSURANCE

The Professional shall procure and maintain all forms of insurance required by Exhibit B. Failure to procure and maintain such insurance for the duration of this Agreement and all renewals hereto shall justify termination for cause pursuant to section 9 hereinabove.

## SECTION 12. CONFLICTS

The Professional warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Professional, to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. Should Professional breach or violate of this section the County shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

## SECTION 13. PUBLICITY

Unless otherwise required by law or judicial order, the Professional agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or records or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the County and securing its consent in writing. The Professional also agrees that it shall not publish, copyright or patent any of the site-specific data furnished in compliance with this Agreement; it being understood that, under section 6 hereof, such data or information is the property of the County.

## SECTION 14. STANDARDS OF CONDUCT AND CONFLICT OF INTEREST

The Professional covenants and agrees that it and its employees shall be bound by the standards of conduct provided in § 112.313, Florida Statutes (current edition), when performing under this Agreement, which standards are hereby incorporated and made a part of this Agreement as though set forth in full. The Professional agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter in furtherance of this Agreement.

## SECTION 15. INDEMNIFICATION

15.1 Indemnification: To the fullest extent permitted by Florida law, the Professional covenants and agrees that it will indemnify and hold harmless the County and all of the County's officers, agents, and employees from any claim, loss, damage, cost, charge, attorney's fees and costs, or any other expense arising out of any act, action, neglect, or omission by Professional or its employees, agents or sub-professionals during the performance of this Agreement, whether direct or indirect, and whether to any person or property to which the County or said parties may be subject, except that Professional and its assignees will not be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its officers, agents, or employees. The provisions and obligations of this section shall survive the expiration or termination of this Agreement.

15.2 Limitation of Liability: In no event shall either party be liable to the other (nor to any person claiming any right, title, or interest derived from or as successor to the Agreement) for incidental, consequential, or special damages of any kind, including without limitation, lost profits, or loss of business arising out of this Agreement irrespective of whether the parties have advance notice of the possibility of such damage; provided however,

the foregoing limitation does not apply to the indemnification obligations described in section 15.1 hereinabove.

15.3 No Waiver: The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with § 768.28, Florida Statutes (current edition). Nothing contained in this Agreement or its exhibits will be deemed a waiver of immunity or the limitations of liability of County beyond any statutory limited waiver of immunity or limits of liability. Nothing in this Agreement or its exhibits will inure to the benefit of any third party for the purpose of allowing any claim against County, which would otherwise be barred under the law.

## **SECTION 16. NOTICES**

All notices required to be served on the Professional shall be served by Registered or Certified mail, Return Receipt Requested, to Professional's address shown below, and all notices required to be served upon the County shall be served by Registered or Certified mail, Return Receipt Requested, addressed to the County Administrator, Hernando County Board of County Commissioners, 15470 Flight Path Drive, Brooksville, FL 34604.

## **SECTION 17. RIGHT TO AUDIT**

Professional shall keep adequate records and supporting documents applicable to this Agreement for a minimum of five (5) years from the date of final payment on this Agreement. The County and its authorized agents shall have the right to audit, inspect and copy or reproduce such records and supporting documents as often as the County deems necessary; said audits shall occur during normal business hours, during the period of this Agreement and for five (5) years after expiration or termination (whichever is earlier) of this Agreement. During the period of time defined by the preceding sentence, the County has the right to obtain a copy of, and otherwise inspect, any audit made at the direction of the Professional concerning the aforesaid records and documentation. Pursuant to § 119.0701, Florida Statutes (current edition), Professional shall comply with the Florida public records' laws outlined in Exhibit B.

## **SECTION 18. COMPLIANCE WITH STATE AND FEDERAL LAW**

The Professional shall comply with all federal, state, and local laws and ordinances applicable to the performance of this Agreement or payment therefor, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of this Agreement.

## **SECTION 19. GOVERNING LAW**

Unless otherwise required by law, this Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute arising from this Agreement shall be litigated in the appropriate court in Hernando County, Florida, or the United States District Court, Middle District of Florida. In any litigation arising from this Agreement, the parties hereby waive the right to a jury trial and shall each bear their own costs and attorney fees at all levels of litigation.

## **SECTION 20. E-VERIFY**

Professional shall comply with and utilize E-Verify as required in Exhibit B. Professional's failure to do so shall justify termination of this Agreement pursuant to section 9 hereinabove.

## **SECTION 21. FORCE MAJEUR**

If the performance of this Agreement, or any obligation hereunder, is prevented by reason of hurricane, earthquake, or natural disaster, or by labor strike, war, or by a law, order proclamation, regulation, or ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of nonperformance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance to full extent immediately when such causes are removed. However, if such nonperformance exceeds sixty (60) days, the

party that is not prevented from performance by the force majeure event shall have the right to immediately terminate this Agreement upon written notice to the party so affected. This section shall not supersede or prevent the exercise of any right the parties may otherwise have to terminate this Agreement.

**SECTION 22. WAIVER OF RULE OF CONSTRUCTION**

This Agreement shall not be construed for or against any party hereto, regardless of which party is wholly or partly responsible for its drafting.

**SECTION 23. SEVERABILITY**

In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

**SECTION 24. NO WAIVER**

The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach under this Agreement shall not be deemed a waiver of any subsequent breach.

**SECTION 25. COUNTERPARTS**

This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

**SECTION 26. REPRESENTATION OF AUTHORITY**

Each individual executing this Agreement on behalf of a party hereto represents and warrants that he or she is, on the date of execution, duly authorized by the necessary and appropriate party to execute this Agreement on behalf of such party and does so with full legal authority. Professional represents that it is an entity authorized to transact business in the State of Florida.

**SECTION 27. MODIFICATION OF CONTRACT**

Before any additions or deletions to the Services described in Exhibits A or Exhibit B, and before undertaking any changes or revisions to such Services, the parties shall negotiate any necessary changes and shall enter into a supplemental written agreement covering such modifications and the compensation, if any, to be paid therefor. No modification or amendment to this Agreement shall be effective unless it is in writing and executed by authorized representatives of each party.

**SECTION 28. ASSIGNMENT**

The Professional may not assign this Agreement to any other business entity or individual without the express written consent of the County. A change of control of Professional or a transfer by Professional for purposes of financing shall not constitute an assignment hereunder.

**SECTION 29. EXHIBITS AND ORDER OF PRECEDENCE**

If there is a conflict between the terms of this Agreement and the Exhibits, then the conflict shall be resolved in the following order of precedence:

- The Agreement
- Exhibit "A" Scope of Work
- Exhibit "B" RFP 21-R000375/TPR – Digital Experience Platform
- Exhibit "C" Fee Schedule



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

(SEAL)



Attest *Douglas A. Chorvat, Jr.* Date: 3/12/24  
Douglas A. Chorvat, Jr., Clerk of Circuit Court

BOARD OF COUNTY COMMISSIONERS  
HERNANDO COUNTY, FLORIDA

*Elizabeth Narverud* Date: 3/12/2024  
Elizabeth Narverud, Chairwoman

ITI Digital, LLC

Witness \_\_\_\_\_  
Printed name of witness

By *Franci C. Edgerly*

Printed Name and Title \_\_\_\_\_

Franci C Edgerly, Founder & CEO

Firm's Address for Notices: \_\_\_\_\_

P.O. Box 1785, Bradenton, FL 34206

\_\_\_\_\_  
\_\_\_\_\_



# Exhibit A

## Scope of Work

### 1. Deliver Business Listings

Deliver Business Listings - Hotels, Restaurants, Shopping, Attractions and Places of Interest - powered by Google Places, or equivalent(s), with geotargeting technology. Utilize authorized data points to deliver key points of interest with each, including Images (three photos per business), Customer Reviews, Nearby Places, Nearby Events, Contact information, Website link, Phone number and address, GPS-enabled directions and Google maps, or equivalent(s). All information must be automatically updated 24/7 when a customer updates their Google Listing, or equivalent(s).

#### **Customer Access to the Digital Experience Platform - Content Management Control**

This content is delivered via API and other sources from Google, Facebook, Instagram, Eventbrite, etc., to the website.

The content must be editable (if needed) and allow for approval prior to being published to the website.

#### **The dashboard must include the following functionality:**

- Must allow Stakeholders to submit events and places for approval before publishing them to the website
- Must include the flexibility that allows staff to edit and add content manually
- Must be customizable, allowing for user-defined lists and categories
- Must allow site manager to approve/reject Places, add a promotional image and link of choice, to highlight certain Places of interest or mark them as Editor's Choice, to edit description of the business or replace images
- Must allow site manager to manually enter Places and Events
- Must allow site manager to create custom Places categories. Example: Bed and Breakfast, Resort, Hotel, etc.
- Must allow site manager to add/remove geofences as needed
- Must fully integrate with Events and Itinerary builder

#### **Places SEO Optimization - Schema.org (or equivalent)**

- Each Place of Interest listing must include schema.org markup to optimize content discovery by Google and other Internet SEO traffic bots

- Each Place of Interest listing must also have unique URLs which can be shared, indexed, and tracked on Google Analytics, or equivalent(s)

**Must be optimized for mobile and tablet screens.**

## 2. Automated Daily Events Calendar

### **Daily Events Calendar**

Integrated Front-end Widget with customizable data feed for Calendar of Events Content, with Management Platform that delivers, via API, geotargeted Calendar of Events content directly from Google, Facebook, Eventbrite and Evently.

**The dashboard must include the following functionality:**

- 1500 events delivered annually; up to 2000 Google places delivered annually
- Must allow Stakeholders to submit events and places for approval before publishing them to the website
- Must include the flexibility that allows staff to edit and add content manually; add and remove images, adjust event descriptions, edit details, or add events manually
- Must allow Stakeholders to submit events and places for approval before publishing them to the website
- Must allow site manager to add/remove geotargeting as needed
- Must allow site manager to import bulk events in Excel (or equivalent) format
- Must allow site manager to highlight certain Events of interest or mark them as Featured Events

### **Places SEO Optimization - Schema.org (or equivalent) markup**

- Each Event listing must include schema.org (or equivalent) markup to optimize content discovery by Google and other Internet SEO traffic bots
- Each Event listing must also have unique URLs which can be shared, indexed, and tracked on Google Analytics (or equivalent)

**Must be optimized for mobile and tablet screens**

## 3. Trip Planner powered by Google Places (or equivalent) Business Listings

### **Trip Planner powered by Google Places (or equivalent) Business Listings**

A platform that powers personalized, cross-channel digital experiences with content such as Business listings, Events, Images, Reviews, and Instagram User Generated Content (UGC). This

content is delivered via Application Preferred Interface (API) and other sources from Google, Facebook, Instagram, Eventbrite, etc., to the Digital Experience Platform (DXP). From the DXP, the content may be edited if needed, approved, and published to the website.

**The dashboard must include the following functionality:**

- Must allow site manager to create and publish custom content
- Data feeds must be customizable with user-defined categories
- Must allow site manager to highlight certain Events of interest or mark them as Featured Events
- Must allow site manager to block businesses or organizations that are not relevant to the Tourism Department
- Must allow the Site Manager to customize header images for the Trip Planner.
- Must be sharable on social media, e-mailable and printable

**Must be optimized for mobile and tablet screens.**

**4. Itinerary Library powered by Google Business Listings (or equivalent)**

**Custom Itinerary Library powered by Google Places Business Listings (or equivalent)**

A platform that powers personalized itineraries utilizing content such as Google Business listings, Events, Images, Reviews, and Instagram UGC, or equivalent(s). This content is delivered via API and other sources from Google, Facebook, Instagram, Eventbrite, etc., to the DXP. From the DXP, the content may be edited if needed, approved, and published to the website. Once published, the itineraries must be sharable and printable.

**The dashboard must include the following functionality:**

- Offer Unlimited itineraries and Dashboard Access
- Access to the database of up to 2,000 Points of interest
- Access to DXP Dashboard for unlimited itinerary edits and revisions
- Block organizations that are not relevant to the mission of the Tourism office
- Ability to turn itineraries on/off seasonally or as needed
- The data feeds must be customizable

- Must provide flexibility for itinerary is to be published with driving or walking distances. For example, if all POIs are within a State Park trail, the itinerary can feature only walking distances between trail markers or interesting trail tourism assets.
- Must allow for previewing itinerary before publishing live
- Must allow Drag-and-drop POIs for re-ordering the itinerary, with automatic route recalculation
- Must offer ability to upload and edit the itinerary image, description text, and title
- Must offer ability to update the sidebar Itinerary
- Library promotional images

**Must be optimized for mobile and tablet screens.**

## 5. Instagram User-Generated Content & Dashboard

### **Instagram User-Generated Content & Dashboard**

Dashboard with unlimited user-generated content from Instagram @Accounts and #Hashtags via the Instagram API.

**The dashboard must include the following functionality:**

- Must provide ability to add unlimited @accounts and up to 30 #hashtags, directly via the dashboard
- Must allow for staff approval or rejection of content for UGC libraries
- Create and Organize assets in unlimited library folders
- Display the library folders as website widgets on specific web pages such as shopping, restaurants, outdoor, etc.
- Filter media by type (image or video,) size, and orientation and by date if was published
- Search assets database based on caption text.
- Must offer "Rights Approval Feature" to enable Site Manager ability to contact users and ask for permission to use their posts in other material

**Must be optimized for mobile and tablet screens.**

## 6. Business Concierge

Deliver Business Listings unrelated to Tourism, powered by Google Places, or equivalent(s), with geotargeting technology. Utilize authorized data points to deliver key points of interest with

each, including Images (three photos per business), Customer Reviews, Nearby Places, Nearby Events, Contact information, Website link, Phone number and address, GPS-enabled directions and Google maps, or equivalent(s).

All information must be automatically updated 24/7 when a customer updates their Google Listing.

#### **Customer Access to the Digital Experience Platform - Content Management Control**

This content is delivered via API and other sources from Google, Facebook, Instagram, Eventbrite, etc., to the website.

The content must be editable (if needed) and allow for approval prior to being published.

#### **The dashboard must include the following functionality:**

- Must allow Stakeholders to submit events and places for approval before publishing them to the website
- Must include the flexibility that allows staff to edit and add content manually
- Must be customizable, allowing for user-defined lists and categories
- Must allow site manager to approve/reject Places, add a promotional image and link of choice, to highlight certain Places of interest or mark them as Editor's Choice, to edit description of the business or replace images
- Must allow site manager to manually enter Places and Events
- Must allow site manager to create custom Places categories. Example: Bed and Breakfast, Resort, Hotel, etc.
- Must allow site manager to add/remove geofences as needed
- Must fully integrate with Events and Itinerary builder

#### **Places SEO Optimization - Schema.org**

- Each Place of Interest listing must include schema.org markup to optimize content discovery by Google SEO traffic bots, or equivalent(s)
- Each Place of Interest listing must also have unique URLs which can be shared, indexed, and tracked on Google Analytics, or equivalent(s)

**Must be optimized for mobile and tablet screens.**

### 7. Partner Portal

#### **Partner Portal - Online Travel Industry Partner Engagement**

Target audience: Local industry partners, travel and hospitality businesses e.g., lodging, dining,

attractions.

Objective: Increase DMO-partner communication; allow for easy access to industry-related resources provided by the DMO; engage the local travel industry partners by providing an online space with news, co-op marketing, grants and a medica center.

## 8. WordPress Hosting & Support

### **Managed WordPress, or equivalent(s), Hosting**

- Daily Server Backups.
- Domain uptime monitoring, using the Freshping 24/7 monitoring tool
- Must have redundant servers to ensure 24/7 functionality
- **Dedicated WordPress Security, which includes:**
  - Core WordPress Files are locked down, so potential malicious activity cannot overwrite files WordPress PHP
  - Intelligent IP blocker to block intruders
  - Updates to existing WordPress plugins
  - Hosting of the database on a scalable cloud-based server. Hosting includes space for files, images, and content of the website—Malware & virus scanning and removal (quarterly)
  - SSL Security Seals. Provide and install the SSL security seals on primary domain
  - Staging and Privacy Mode
  - Training. Ongoing CMS training upon request
  - Monthly Analytics Report
  - Quarterly Consultation Call
- Include 10 hours per month to perform ongoing tasks including:
  - Updates to text, images, and other minor content changes to the customer's website existing pages
  - Add or remove GTM tags, tracking pixels, or other advertising campaign tag scripts
  - Editing menu items, icons such as weather, social media, video, iTunes, Google Play and PDF links
  - Add and remove smart banners for app downloads
  - Creating directions for the client on key WordPress Content Management System features
- Quarterly tasks:
  - CMS quarterly upgrades/security patches to the server



- WordPress version updates, as it becomes available
- Updates to slideshow or video changes on the homepage either through the Content Management System or web page
- Monitoring and report on site Speed Loading via Google PageSpeed Insights.
- Monitoring and report on site SEO Crawling/Indexing errors via Google Search Console.

## 9. Digital Experience Platform Hosting, Tech Support & Management.

### **Digital Experience Platform (DXP) Hosting, Tech Support & Management.**

Contractor must:

- Ensure redundant servers for 24/7 functionality
- Apply software feature upgrades as they become available
- Manage SaaS deployment and day-to-day maintenance of the application, which includes:
  - Testing and installing patches
  - Managing upgrades
  - Monitoring performance, ensuring high availability
  - Hosting of the database on a scalable cloud-based server. Hosting includes space for files, images, and content of the software widgets.
  - Monitor and manage all third-party systems and API statuses.
  - Ensure we have a functioning end-user application with the latest upgrades available on each third-party API. (E.g. If an existing parameter is revised in the third-party API that affects our content delivery, developer will proactively update as soon as possible
  - Ongoing DXP Dashboard training as requested and as needed
- Maintain proprietary software to manage changes to:
  - Corrective Maintenance, including modifications or updates done to correct problems
  - Adaptive Maintenance - including updates to keep the product up to date with ever-changing technology
  - Perfective Maintenance - including modifications to keep the software useable for a long period of time, including new features and new user requirements
  - Preventive Maintenance - including updates to prevent future problems with the software
  - Market conditions

- Algorithm and API changes
- Client requirements
- Host modifications

Exhibit B

undefined

23-RFP00375/TPR

DIGITAL EXPERIENCE PLATFORM - AUTOMATED FEEDS FOR PLACES (COMPANY LISTINGS), EVENTS, ITINERARIES, AND UGC, WITH WORDPRESS AND DXP HOSTING AND MAINTENANCE.

County of Hernando  
15470 Flight Path Drive  
Brooksville, FL 34604



RELEASE DATE: January 3, 2024

DEADLINE FOR QUESTIONS: January 15, 2024

RESPONSE DEADLINE: February 5, 2024, 10:00 am

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/hernandocounty>

County of Hernando  
undefined  
23-RFP00375/TPR

Digital Experience Platform - Automated feeds for Places (company listings), Events, Itineraries, and UGC, with Wordpress and DXP Hosting and maintenance.

- I. Introduction .....
- II. SOLICITATION - OFFER - AWARD .....
- III. SOLICITATION .....
- IV. OFFER.....
- V. AWARD .....
- VI. RFP info .....
- VII. SOLICITATION INSTRUCTIONS .....
- VIII. REQUEST FOR PROPOSALS.....
- IX. Scope of Work .....
- X. Pricing Proposal .....
- XI. Evaluation Phases .....
- XII. Vendor Questionnaire .....

Attachments:

A - Software Agreement template.MAT120523

## 1. Introduction

Mission: The Hernando County Tourist Development Council will identify, create, support, and enhance activities, consistent with community assets that increase visitation and provide local economic impact.

### 1.1. Summary

The Hernando County Tourism Development Council is Requesting Proposals from firms for Digital Media Marketing services. Requested services include but are not limited to Automated Feeds for Places (company listings), Events, Itineraries, and User Generated Content (UGC), with WordPress, and Digital Experience Platform (DXP) Hosting and Maintenance to promote tourism and outdoor recreation in Hernando County.

It is the intent of Hernando County to award a Contract to one (1) firm.

### 1.2. Background

The website for this project is [www.FloridasAdventureCoast.com](http://www.FloridasAdventureCoast.com) .

### 1.3. Contact Information

**Erin Kluis Briggs**

Procurement Coordinator

Email: [ebriggs@co.hernando.fl.us](mailto:ebriggs@co.hernando.fl.us)

Phone: [\(352\) 754-4778](tel:(352)754-4778)

**Department:**

Tourism

**Department Head:**

Tammy Heon

Manager, Tourism Development

### 1.4. Timeline

Release Project Date	January 3, 2024
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undefined #23-RFP00375/TPR

Title: Digital Experience Platform - Automated feeds for Places (company listings), Events, Itineraries, and UGC, with Wordpress and DXP Hosting and maintenance.

<b>Pre-Proposal Meeting (Non-Mandatory)</b>	January 10, 2024, 1:30pm Join Zoom Meeting <a href="https://hernandoclerk.zoom.us/j/92161001651?pwd=a2hqSHA1eG1SZHNhYWNOsUVndWQ0UT09">https://hernandoclerk.zoom.us/j/92161001651?pwd=a2hqSHA1eG1SZHNhYWNOsUVndWQ0UT09</a>  Meeting ID: 921 6100 1651 Passcode: 234224 One tap mobile +13052241968,,92161001651#,,,,*234224# US +16469313860,,92161001651#,,,,*234224# US  Dial by your location +1 305 224 1968 US +1 646 931 3860 US +1 301 715 8592 US (Washington DC) +1 309 205 3325 US +1 312 626 6799 US (Chicago) +1 646 558 8656 US (New York) +1 669 444 9171 US +1 669 900 6833 US (San Jose) +1 689 278 1000 US +1 719 359 4580 US +1 253 205 0468 US +1 253 215 8782 US (Tacoma) +1 346 248 7799 US (Houston) +1 360 209 5623 US +1 386 347 5053 US +1 507 473 4847 US +1 564 217 2000 US Meeting ID: 921 6100 1651 Passcode: 234224 Find your local number: <a href="https://hernandoclerk.zoom.us/j/92161001651?pwd=a2hqSHA1eG1SZHNhYWNOsUVndWQ0UT09">https://hernandoclerk.zoom.us/j/92161001651?pwd=a2hqSHA1eG1SZHNhYWNOsUVndWQ0UT09</a>
<b>Question Submission Deadline</b>	January 15, 2024, 5:00pm
<b>Question Response Deadline (Tentative)</b>	January 17, 2024, 5:00pm

undefined #23-RFP00375/TPR

Title: Digital Experience Platform - Automated feeds for Places (company listings), Events, Itineraries, and UGC, with Wordpress and DXP Hosting and maintenance.

<p><b>Proposal Submission Deadline</b></p>	<p>February 5, 2024, 10:00am Topic: Bid Opening</p> <p>Join Zoom Meeting <a href="https://hernandoclerk.zoom.us/j/92161001651?pwd=a2hqSHA1eG1SZHNhYWNOsUVndWQ0UT09">https://hernandoclerk.zoom.us/j/92161001651?pwd=a2hqSHA1eG1SZHNhYWNOsUVndWQ0UT09</a></p> <p>Meeting ID: 921 6100 1651 Passcode: 234224</p> <p>---</p> <p>One tap mobile +13052241968,,92161001651#,,,,*234224# US +16469313860,,92161001651#,,,,*234224# US</p> <p>---</p> <p>Dial by your location</p> <ul style="list-style-type: none"><li>• +1 305 224 1968 US</li><li>• +1 646 931 3860 US</li><li>• +1 301 715 8592 US (Washington DC)</li><li>• +1 309 205 3325 US</li><li>• +1 312 626 6799 US (Chicago)</li><li>• +1 646 558 8656 US (New York)</li><li>• +1 669 444 9171 US</li><li>• +1 669 900 6833 US (San Jose)</li><li>• +1 689 278 1000 US</li><li>• +1 719 359 4580 US</li><li>• +1 253 205 0468 US</li><li>• +1 253 215 8782 US (Tacoma)</li><li>• +1 346 248 7799 US (Houston)</li><li>• +1 360 209 5623 US</li><li>• +1 386 347 5053 US</li><li>• +1 507 473 4847 US</li><li>• +1 564 217 2000 US</li></ul> <p>Meeting ID: 921 6100 1651 Passcode: 234224</p> <p>Find your local number: <a href="https://hernandoclerk.zoom.us/u/aez7DQVcRq">https://hernandoclerk.zoom.us/u/aez7DQVcRq</a></p>
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undefined #23-RFP00375/TPR

Title: Digital Experience Platform - Automated feeds for Places (company listings), Events, Itineraries, and UGC, with Wordpress and DXP Hosting and maintenance.

<b>Submittal Screening (tentative)</b>	February 28, 2024
<b>Interview List Released (If Needed)</b>	March 1, 2024
<b>Oral Interviews (tentative/if applicable)</b>	March 20, 2024
<b>Negotiation of Contract (tentative)</b>	April 16, 2024



undefined #23-RFP00375/TPR

Title: Digital Experience Platform - Automated feeds for Places (company listings), Events, Itineraries, and UGC, with Wordpress and DXP Hosting and maintenance.

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## **2. SOLICITATION - OFFER - AWARD**

**ISSUED BY:**

BOARD OF COUNTY COMMISSIONERS

HERNANDO COUNTY, FLORIDA

Elizabeth Narverud, Chairwoman

Brian Hawkins, Vice Chairman

Jerry Campbell, Second Vice Chairman

John Allocco

Steve Champion

**SUBMIT BID OFFER TO:**

HERNANDO COUNTY

PROCUREMENT DEPARTMENT

via Hernando County's [eProcurement Portal](#)

Carla Rossiter-Smith

Chief Procurement Officer

### **3. SOLICITATION**

SEALED OFFERS, FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED BY THE PROCUREMENT DEPARTMENT, VIA THE COUNTY'S [eProcurement Portal](#) UNTIL 10:00 am, LOCAL TIME ON Monday, February 5, 2024. NO OFFERS WILL BE ACCEPTED AFTER THE ABOVE STIPULATED DATE AND TIME. THIS IS AN ADVERTISED SOLICITATION AND THE RESPONDENTS WILL BE PUBLICLY READ IN THE PROCUREMENT DEPARTMENT CONFERENCE ROOM AT 10:00 am ON Monday, February 5, 2024. PURSUANT TO FS 119.071 (current version) SEALED BIDS, PROPOSALS, OR REPLIES RECEIVED BY AN AGENCY PURSUANT TO A COMPETITIVE SOLICITATION ARE EXEMPT FROM FINAL INSPECTION UNTIL SUCH TIME AS THE AGENCY PROVIDES NOTICE OF AN INTENDED DECISION OR UNTIL THIRTY (30) DAYS AFTER OPENING THE BIDS, PROPOSALS, OR FINAL REPLIES, WHICHEVER IS EARLIER.

#### **4. OFFER**

THE UNDERSIGNED, BEING DULY AUTHORIZED TO SUBMIT THIS PROPOSAL ON BEHALF OF THE PROPOSER, AGREES THAT IF THIS OFFER IS ACCEPTED WITHIN ONE HUNDRED EIGHTY (180) DAYS FROM THE BID OPENING DATE, TO FURNISH TO HERNANDO COUNTY ANY AND ALL ITEMS FOR WHICH PRICES ARE OFFERED IN THIS SOLICITATION AT THE PRICE(S) SO OFFERED, DELIVERED AT DESIGNATED POINT(S), WITHIN THE TIME PERIOD SPECIFIED, AND AT THE TERMS AND CONDITIONS SO STIPULATED IN THE SOLICITATION.

## **5. AWARD**

The County intends to make a single award to the most responsive, and responsible Proposer that is the most advantageous to the County. However, the County reserves the sole right to reject any and all Proposals in accordance with the Hernando County Procurement Ordinance.

Award will be made at the earliest possible Hernando County BOCC Board meeting subsequent to the evaluation process. It is incumbent on Proposers to contact the Procurement Department to determine the successful Proposer(s).

This Request for Proposals is issued in accordance with and shall be governed by the provisions of the County's Procurement Policy.

The Contract resulting from this Request for Proposal shall commence effective upon execution by both parties and extend through project completion.

Upon Award please SUBMIT INVOICES TO:

Hernando County

Tourism Development Department

205 E. Fort Dade Ave.  
Brooksville, FL 34601

## 6. RFP info

### 6.1. ADVERTISEMENT OF BID

#### REQUEST FOR PROPOSALS

NOTICE IS HEREBY GIVEN that the Board of County Commissions of Hernando County, Florida, is accepting Proposals for:

SOLICITATION # 23-RFP00375/TPR

FOR

Digital Experience Platform - Automated feeds for Places (company listings), Events, Itineraries, and UGC, with Wordpress and DXP Hosting and maintenance.

Hernando County Board of County Commissioners is soliciting Vendors/Contractors that are active in Web Design, Hosting, and Maintenance.

Offers for furnishing the above will be received and accepted up to 10:00 a.m. (local time), Monday, February 5, 2024, via Hernando County Procurement's eProcurement Portal. Only electronic submittals shall be accepted by the County.

The Board of County Commissioners of Hernando County, Florida reserves the right to accept or reject any or all proposals and waive informalities and minor irregularities in offers received in accordance with the proposal documents and the Hernando County Procurement Ordinance.

Interested firms may secure the proposal documents and plans and drawings and all other pertinent information by visiting the County's eProcurement Portal. For additional project information, please visit the Hernando County Board of County Commissioners Procurement Department at [www.hernandocounty.us](http://www.hernandocounty.us), or by submitting a question via the Q&A Tab in the County's eProcurement Portal.

A **NON-MANDATORY** Pre-Proposal Conference will be held Wednesday, January 10, 2024, at 1:30 pm, via ZOOM. Representatives of Owner will be present to discuss the project. Proposers are recommended to attend and participate in the conference. **THIS CONFERENCE WILL BE HELD ONLY ONCE.**

ExParte Communication: Please note that to ensure proper and fair evaluation of a submittal, the County prohibits exparte communication (i.e. unsolicited) initiated by the Proposer to the County Official or Employee prior to the time a Proposal decision has been made. Communication between

undefined #23-RFP00375/TPR

Title: Digital Experience Platform - Automated feeds for Places (company listings), Events, Itineraries, and UGC, with Wordpress and DXP Hosting and maintenance.

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Proposer and the County will be initiated by the appropriate County Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Proposal. Exparte communication may be grounds for disqualifying the offending Proposer from consideration or award of the Proposal then in evaluation or any future Proposal.

All firms are hereby placed on formal notice that neither the County Commissioners nor candidates for County Commission, nor any employees from the Hernando County Government, Hernando County staff members, nor any members of the Professional Services Review Committee are to be lobbied, either individually or collectively, concerning this project. Firms and their agents who intend to submit proposals, or have submitted proposals, for this project are hereby placed on formal notice that they are not to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County. Any such lobbying activities may cause immediate disqualification for this project.

The Procurement Department will post addenda on the County's [eProcurement Portal](#) to all questions in accordance with the Solicitation Instructions. It is the responsibility of prospective Proposers to visit the [eProcurement Portal](#) to ensure that they are aware of all addenda issued relative to this solicitation.

***Pursuant to Florida Statutes 119.071 (Current Edition) sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or final replies whichever is earlier.***

#### NOTICE TO PROPOSERS

To ensure that your proposal is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Erin Kluis Briggs Procurement Coordinator , Procurement Department, via the County's [eProcurement Portal](#) Question and Answer tab.

## 7. SOLICITATION INSTRUCTIONS

### 7.1. DEFINITIONS

- A. **"Addenda"** means a written or graphic instrument issued by the County prior to the execution of the Agreement which modify or interpret the Request for Proposals by additions, deletions, clarifications, corrections or other type of modifications. Addenda will become part of the Contract Documents when the Agreement is executed.
- B. **"Agreement"** means a legal document, executed by the County and the Successful Proposer, which supersedes all prior negotiations, representations, or agreements, either written or oral. The Agreement, as amended from time to time, forms the Contract between County and the Successful Proposer setting forth the roles, responsibilities and obligations of the parties including, but not limited to, the performance of the Services and the basis of payment.
- C. **"Contract Documents"** means the Request for Proposals, including Addenda to such, the Agreement, including Addenda to such, Proposer's Proposal, Scope of Services, Certificate(s) of Insurance, Notice of Intent to Award, Notice of Award, Proposer's Representation and Certification Form, Proposer's Hold Harmless Agreement, and any other documents mailed, e-mailed or otherwise transmitted to the Proposer prior to or after the submittal of their Proposal, and prior to or after Award, all of which are all to be treated as one in the form of the Contract Documents.
- D. **"Contractor"** means the Successful Proposer, in the context of the Request for Proposals. In the context of the Contract Documents, Contractor means any company, firm, partnership, corporation, association, joint venture, or other legal entity permitted by law to perform the Services in the State of Florida. Such legal entity shall be the entity that enters into a written Agreement with the County to perform the Services for the Project described in the Contract Documents. The Contractor will have sole responsibility for the performance of the Services covered under an Agreement that is awarded in conjunction with this Request for Proposals.
- E. **"County"** (synonymous with "Owner") means Hernando County Board of County Commissioners, its officers, employees, agents and volunteers.
- F. **"Evaluation Team"** means County employees selected to evaluate and score the Proposals and Oral Presentation (if applicable) and recommend to the Board the Successful Proposer for an award.
- G. **"Minor Irregularity"** means a variation from the Request for Proposals terms and conditions which does not affect the price or give the Proposer an advantage or benefit not enjoyed by the other Proposers or does not adversely impact the interests of the County.
- H. **"Notice of Award"** means a written notice submitted by the County notifying the Successful Proposer that they have been awarded the project.
- I. **"Notice of Intent to Award"** means a written notice submitted by the County notifying the Successful Proposer that the County intends to award the project to them contingent upon the Successful Proposer executing the Agreement and submitting any outstanding documents.
- J. **"Notice to Proceed"** means a written notice issued by the County to the Successful Proposer fixing the date on which the Successful Proposer shall start the performance of the Services and

the length of time for the completion of the Services, in accordance with the Contract Documents.

- K. **"Pre-Proposal Meeting"** means a meeting at which all Proposers gather to obtain additional information as to the scope of Services required under the Request for Proposals.
- L. **"Public Opening"** means the opening of the Proposals and the announcing of the Proposers who submitted a Proposal in response to the Request for Proposals in the presence of the public.
- M. **"Proposer"** (also synonymous with "Firm", "Vendor" and "Respondent") means the entity that submits a Proposal to the County in response to the Request for Proposals. "Proposal" means the response to the Request for Proposals submitted by the Proposer.
- N. **"Recommendation of Award"** means a written notification sent by way of facsimile or electronic e-mail to those who submitted a Proposal in response to this Request for Proposals advising them of the County's decision for its selection of the Successful Proposer and its intent to award to that Proposer.
- O. **"Request for Proposals"** means the contents of this solicitation and all supporting documents including Addendum to such, or other related information transmitted to Proposers.
- P. **"Responsive"** means a Proposal that conforms in all material respects to the Request for Proposals requirements.
- Q. **"Responsible Proposer"** means a Proposer who shows that they have the capability in all respects to perform fully the Services outlined in the Request for Proposals, and the integrity and reliability that will assure good faith performance.
- R. **"Services"** means all supervision, labor, materials, equipment, supplies, Sub-Contractors, and incidental expenses required by the Proposer to execute and complete the requirements of the Services outlined in the Contract Documents, including those prescribed or implied.
- S. **"Sub-Contractor"** means an entity having a direct Contract with the Successful Proposer or with any other Sub- Contractor of the Successful Proposer who will provide product(s) or Services(s) for the performance of a part of the Services required under the Contract Documents under the sole control and direction of the Contractor.
- T. **"Successful Proposer"** means the Proposer who the County awards an agreement to based on County's evaluation of the Proposers' qualifications and pricing as hereinafter provided.
- U. **"Timeline"** means the list of critical dates and actions involved in the Request for Proposals.



## **8. REQUEST FOR PROPOSALS**

### **8.1. PURPOSE AND OVERVIEW**

The Hernando County Tourism Development is requesting Digital Media Marketing services, to include, but not limited to Automated Feeds for Places (company listings), Events, Itineraries, and User Generated Content (UGC), with WordPress, and DXP Hosting and Maintenance.: to promote tourism and outdoor recreation in Hernando County.

**CAUTION:** In accordance with Section 287.057 (23) (Current Edition) of the Florida Statutes, Proposers to this solicitation, or persons acting on their behalf, may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays and legal holidays, any employee or officer of the County concerning any aspect of this solicitation, except in writing to the Contact Person noted above. Violation of this provision may be grounds for rejecting a response to this solicitation.

### **8.2. INSTRUCTIONS TO PROPOSERS:**

- A. It is the intent and purpose of the Hernando County Board of County Commissioners (County) that this Request for Proposals promotes competitive Proposals. It shall be the Proposer's responsibility to advise the Procurement Department at the address noted in the Special Conditions, if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this Request for Proposals to a single source. Such notification must be submitted in writing and must be received by the Procurement Department not later than ten (10) days prior to the Proposal due date.
- B. All Proposals will be publicly announced and only the names of all Proposers shall be read aloud.
- C. The Hernando County Board of County Commissioners is not responsible for expenses incurred prior to award. Hernando County officially distributes solicitation documents through the County's eProcurement Portal. Solicitation documents may be downloaded at NO COST using this electronic website. Copies of solicitation documents obtained from other sources are not considered official and must not be relied upon. Hernando County is not responsible for solicitation documents obtained from sources other than the County's eProcurement Portal via the Procurement Department. Only Consultant/Proposers who properly register and follow the project directly from the County's eProcurement Portal will receive addenda and other important information if issued.
- D. The County reserves the right to accept or reject any or all Proposals, with or without cause, to waive technicalities, or to accept the Proposal which, in its sole judgment, best serves the interest of the County, or to award a Contract to the next most qualified Proposer if a successful

Proposer does not execute a Contract within thirty (30) days after approval of the selection by the Board of County Commissioners or other competent authority.

- E. Hernando County reserves the right, and the Chief Procurement Officer has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Board of County Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Hernando County Purchasing Ordinance.
- F. Any Proposal may be withdrawn until the date and time set above for the submission of the Proposals. Any Proposals not so withdrawn shall constitute an irrevocable offer, for a period of one hundred eighty (180) days, to provide to the County the services set forth in this Request for Proposals, or until one (1) or more of the Proposals have been awarded.
- G. Costs of preparation of a response to this request for Proposals are solely those of the Proposer. The County assumes no responsibility for any such costs incurred by the Proposer. The Proposer also agrees that the County bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

### 8.3. QUESTIONS REGARDING THIS RFP:

- A. Proposers shall not direct any queries or statements concerning their Proposal to the Hernando County Professional Services Review Committee or County staff during the selection process, from the time of submission of a Proposal until the execution of a Contract. Any Proposer who initiates any discussions with staff in any manner other than that described below is subject to disqualification from this procurement.
- B. All questions or concerns regarding this Request for Proposals must be submitted in writing, via the County's eProcurement Portal no later than 5:00 pm, Monday, January 15, 2024. When required the Procurement Department will issue an addendum to the Request for Qualifications. The addendum will be available on the Internet for access by potential Proposers. Proposers are instructed not to contact the initiating division directly. No oral interpretation of this Request for Qualifications shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under the authority of the Chief Procurement Officer.
- C. This provision exists solely for the convenience and administrative efficiency of Hernando County. No Proposer or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Proposer or third party have any standing to sue or cause of action arising therefrom.
- D. If any OFFEROR contemplating submitting a Proposal for this solicitation is in doubt as to the true meaning of the terms, conditions, specifications or other solicitation documents or any part thereof, he may submit a request for clarification via the County's eProcurement Portal. Any interpretation of the terms, conditions and/or specifications, if made, will be only by Addendum

duly issued. A copy of such Addendum will be posted to the County's eProcurement Portal. The COUNTY will not be responsible for any other explanation or interpretation of the proposed solicitation made or given prior to the award of the Contract.

- E. Receipt of an Addendum to this solicitation by an OFFEROR must be acknowledged via the County's eProcurement Portal.

#### 8.4. INSTRUCTIONS FOR PREPARING PROPOSALS, REQUIREMENTS AND RULES FOR PROPOSALS:

- A. The Proposal must name all persons or entities interested in the Proposal as principals. The Proposal must declare that it is made without collusion with any other person or entity submitting a Proposal pursuant to this RFP.
- B. Sub-Contractors/Sub-Consultants: The Hernando County BOCC reserves the right to approve all Sub-Contractors and/or Sub-Consultants for this Contract. If Sub-Contractors are to be utilized, their names and references must be included within this initial Proposal. Responsibility for the performance of the Contract remains with the awarded Contractor exclusively. Sub-Contractors may be added to this Contract during the Contract period only with PRIOR WRITTEN PERMISSION from the Hernando County BOCC.
- C. Proposer shall identify any work for this project that will be performed outside the United States of America. The company to perform the work, the country in which the work will be done, and the entity responsible for Quality Assurance/Quality Control for that work shall be identified.
- D. Pricing shall be firm for a period of one hundred and eighty (180) days or until award is made, whichever occurs first. Pricing shall include such amounts, as Proposer deems proper, for all labor, materials, equipment, Sub-Contractors, suppliers, insurance, overhead, profit and any other costs to provide the Services as noted in this Request for Qualifications. Pricing shall include any sales or use taxes, if applicable.
- E. Miscellaneous Requirements:
  - 1. The Proposer/Contractor shall possess all the appropriate licenses, permits and tariffs required by various governmental agencies having jurisdiction over such services. A copy of all the required licenses will be required prior to award of a Contract, including certification of a Florida certified professional engineer.
  - 2. The Hernando County BOCC or its authorized representative reserves the right to obtain all documentation deemed appropriate to verify the Contractor is meeting all regulations and specification requirements.
  - 3. Any damage to facilities, equipment or property, due to purposeful actions, incompetence or negligence of the Contractor's personnel including Sub-Contractors that occurs, shall be responsibility of the Contractor. The Contractor shall reimburse the owner of the damaged

facility, equipment or property for any cost to repair damage, beyond reasonable wear, caused by the Contractor.

4. The Provider's and their Sub-Contractor's personnel who perform the work in connection with this Contract shall meet the requirements of the Hernando County BOCC drug policy.

## 8.5. EVALUATION PHASES

Please see Evaluation Criteria Section

## 8.6. PROPOSAL EVALUATION PROCESS:

- A. The Professional Services Review Committee (PSRC) will review all Proposals received and establish a short list in order of preference of no fewer than three (3) Proposers deemed to be the most qualified to provide the service requested based on the criteria set forth below. It is the intent of the County to award one (1) contract.
- B. The Professional Services Review Committee will evaluate each Proposer's written Proposal and assign a consensus score for each evaluation criteria based upon consensus scoring. The score can be zero to the maximum value, as noted in the Section below.
- C. The scores for all evaluation criteria for each Proposer will be summed and averaged by way of consensus scoring. If a Proposer was given a perfect score, that Proposer would receive a total score of 100, as noted in the Section 10 EVALUATION PHASES.
- D. If any Proposer claims "Local Preference", that Proposer will be assigned an additional five (5) percent to the points to their overall evaluation consensus score.
- E. Based on the overall total evaluation consensus score, the Proposers will then be ranked highest (favorable) to lowest (unfavorable).
- F. Alternatively, the Board may direct the Committee to establish a "short list" of no fewer than three (3) Proposers without establishing a priority order. The Committee or the Board of County Commissioners may request oral presentations from the Proposers when establishing the priority list. If three (3) or fewer Proposals are received, all Proposers shall be included in the selection process as described below.
- G. The oral presentation score for each Proposer will be added to their Proposal evaluation score to arrive at a total overall consensus score. Proposers will once again be ranked highest (favorable) to lowest (unfavorable).
- H. Once the short list of Proposers has been prepared by the Committee, either the Board or the Committee shall attempt to negotiate a Contract with the most qualified Proposer at compensation, which is fair, competitive and reasonable.
- I. If the Committee or the Board is unable to negotiate a satisfactory Contract with the first Proposer, negotiations with that Proposer shall be terminated and the Committee or the Board

shall attempt to negotiate a Contract with the next most qualified Proposer. If these negotiations are not successful, negotiations shall be terminated with the second Proposer and attempted with the third most qualified. If the Board or the Committee is not successful in negotiating a satisfactory Contract with any of the selected Proposers, the Board or the Committee shall select additional Proposers in order of their qualifications and continue negotiations until an agreement is reached or if no agreement can be reached the Board may reject all Proposals and may re-advertise for new Proposals. All Contracts negotiated by the Committee shall be subject to final approval by the Board unless such approval is waived by the Board.

- J. Hernando County shall be the sole judge of its own best interests, the Proposals, and the resulting agreement. An award may be made to the most responsive and responsible firm whose Proposal is determined to be the most advantageous to the County. The County's decision shall be final and the County at all times reserves the right to:
1. Reject any or all Proposals or parts thereof
  2. Issue subsequent Requests for Proposals
  3. Cancel the entire Request for Proposals
  4. Remedy technical errors in the Request for Proposals
  5. Negotiate with any, all, or none of the Proposers
  6. Award a Contract to one or more Proposers or none at all
  7. Accept other than the lowest price
  8. Waive informalities and irregularities in Proposals
- K. Hernando County reserves the right to consider historic information and fact, whether gained from the Proposer's Proposal, question and answer conferences, references, and/or other sources in the evaluation process.
- L. The County reserves the right to conduct investigations as deemed necessary by the County to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial ability of Proposers, Sub-Contractors, suppliers and other persons and organizations to perform and furnish the work in accordance with the Proposal documents.
- M. It is the Proposer's sole responsibility to submit information related to the evaluation categories. Hernando County is under no obligation to solicit such information if the Proposer fails to include it within their Proposal submittal. Failure to provide requested information may result in the rejection of the Proposal, or a deduction in evaluation points at the sole discretion of the evaluation committee.

### **8.7. DEBRIEFING OF PROPOSERS:**

Not later than thirty (30) calendar days after Board approval of a selection or shortlist, a Proposer may submit a written request to the applicable Contract administrator or purchasing agent for a debriefing on the evaluation of their Proposal. The purchasing agent will schedule a meeting with the Proposer for the debriefing. However, at the Proposer's request, the debriefing may be conducted via telephone conference or the Proposer may request a copy of the digital recording of the selection on CD for \$15.00 fee. The debriefing shall include the following minimum information:

- A. Key requirements of the solicitation.
- B. The overall ranking of all Proposals.
- C. The significant weaknesses or deficiencies in the Proposal in response to the requirements of the solicitation.
- D. If requested, an explanation of the score received for each evaluation criteria will be provided, including costs, if applicable.
- E. If applicable, a summary of the rationale for award.
- F. Responses to any relevant questions of the Proposer.

### **8.8. SCOPE OF SERVICES**

Please see SOW Section 9

### **8.9. TERMS AND CONDITIONS:**

- A. The County reserves the right to accept or reject any or all Proposals, with or without cause, to waive technicalities, or to accept the Proposal which, in its sole judgment, best serves the interest of the County, or to award a Contract to the next most qualified Proposer if a successful Proposer does not execute a Contract within thirty (30) days after approval of the selection by the Board of County Commissioners or other competent authority.
- B. Hernando County reserves the right, and the Chief Procurement Officer has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Board of County Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Hernando County Purchasing Policy.
- C. The County reserves the right to request clarification of information submitted and to request additional information of one or more applicants.
- D. The Contract that the County intends to use for award is attached for reference. Any exceptions to this standard Contract must be clearly indicated by return of the standard Contract with the Proposal, with exceptions clearly noted. The County has the right to require the selected

Proposer to sign the attached Contract or to negotiate revisions to the Contract language prior to execution of the Contract, at its sole discretion.

- E. Information regarding Committee scheduling and Board approvals are available by calling the Procurement Department at (352) 754-4020.
- F. A person or affiliate who has been placed on the convicted Consultant/Firm list following a conviction for a public entity crime may not submit a Proposal on a Contract to provide any goods or services to a public entity, may not submit a Proposal on a Contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a Consultant/Firm, supplier, Sub-Contractor or Consultant/Firm under a Contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017 (Current Edition), for CATEGORY TWO (2) for a period of thirty-six (36) months from the date of being placed on the convicted Consultant/Firm list.
- G. The County's performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners.
- H. Proposers shall list all proposed Sub-Contractors to be used, regardless of racial or gender grouping. Include names, addresses, phone numbers, type of work Sub-Contracted (discipline, trade or commodity) and proposed percentage of work.

## 8.10. INSURANCE REQUIREMENTS

- A. INDEMNITY, SAFETY AND INSURANCE PROVISIONS:
  - 1. Indemnity: To the fullest extent permitted by Florida law, the Consultant/Firm covenants, and agrees that it will indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.
  - 2. Protection of Person and Property:
    - a. The Vendor/Contractor will take all reasonable precautions for, and will be responsible for initiating, maintaining and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of his operations under this Contract.
    - b. The Vendor/Contractor will take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of his operations, including employees; (b) all materials and equipment; and (c) all property at or

surrounding the work site. In an emergency affecting the safety of persons or property, the Vendor/Contractor will act, with reasonable care and discretion, to prevent any threatened damage, injury or loss.

B. **MINIMUM INSURANCE REQUIREMENTS:** Vendor/Contractor shall procure, pay for and maintain at least the following insurance coverage and limits. Said insurance shall be evidenced by delivery to the County of a certificate(s) of insurance executed by the insurers listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies. The insurance requirements shall remain in effect throughout the term of this Contract.

1. **General Liability:** Comprehensive General Liability including, but not limited to, Independent Contractor, Contractual Premises/Operations, and Personal Injury covering the liability assumed under indemnification provisions of this Contract, with limits of liability for personal injury and/or bodily injury, including death.

a. Coverage as follows:

- i. EACH OCCURRENCE.....\$1,000,000.00
- ii. GENERAL AGGREGATE .....\$2,000,000.00
- iii. PERSONAL/ADVERTISING INJURY.....\$1,000,000.00
- iv. PRODUCTS-COMPLETED OPERATIONS AGGREGATE..\$2,000,000.00 Per Project Aggregate (if applicable)

b. ALSO, include in General Liability coverage for the following areas based on limits of policy, with:

- i. FIRE DAMAGE (Any one (1) fire.....\$50,000.00
- ii. MEDICAL EXPENSE (Any one (1) person)..... \$5,000.00

2. **Additional Insured:** Vendor/Contractor agrees to endorse Hernando County as an additional insured on the Comprehensive General Liability and IT Technology Errors and Omissions Insurance. The Additional Insured shall read "Hernando County Board of County Commissioners." Proof of Endorsement is required.

3. **Waiver of Subrogation:** Vendor/Contractor agrees by entering into this Contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any



policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Vendor/Contractor enter into such an agreement on a pre-loss basis.

4. PROFESSIONAL LIABILITY (if applicable it will be noted below separately):
  5. BUILDERS RISK INSURANCE (if applicable it will be noted below separately):
  6. CRIME PREVENTION – BOND (if applicable it will be noted below separately):
  7. EXCESS/UMBRELLA LIABILITY (if applicable it will be noted below separately):
  8. POLLUTION LIABILITY (if applicable it will be noted below separately):
  9. SUBCONTRACTORS (if applicable): All subcontractors hired by said Contractor are required to provide Hernando County Board of County Commissioners a Certificate of Insurance with the same limits required by the County as required by the Contract. All subcontractors are required to name Hernando County Board of County Commissioners as additional insured and provide a Waiver of Subrogation in regards to General Liability.
  10. RIGHT TO REVISE OR REJECT: County reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, County reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally.
- C. EACH INSURANCE POLICY SHALL INCLUDE THE FOLLOWING CONDITIONS BY ENDORSEMENT TO THE POLICY:
1. Vendor/Contractor agrees to provide County with a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and the Certificate of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available by Vendor/Contractor's insurer. If the Vendor/Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives noticed that coverage no longer complies with the insurance requirements herein, Vendor/Contractor agrees to notify the County by email within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder shall read: Hernando County Board of County Commissioners, Attention: Human Resources/Risk Department, 15470 Flight Path Drive, Brooksville, Florida 34604
  2. Companies issuing the insurance policy or policies shall have no recourse against the County for payment of premiums or assessments for any deductibles which all are the sole responsibility and risk of Vendor/Contractor.
  3. The term "County" or "Hernando County" shall include all authorities, boards, bureaus, commissions, divisions, departments, and offices of the County and individual members,

employees and agents thereof in their official capacities and/or while acting on behalf of Hernando County.

4. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- D. The Vendor/Contractor shall be required to provide a current Certificate of Insurance to the County prior to commencement of services.
- E. Bidders may, at the County's request, be required to provide proof that their firm meets the preceding insurance requirements, by submission of a Certificate Of Insurance coverage(s), prior to award of the Contract.
- F. Failure of the Owner to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the Owner to identify a deficiency from evidence provided shall not be construed as a waiver of Vendor/Contractor's obligation to maintain such insurance.

**PROFESSIONAL LIABILITY** (if applicable): including Cyber and IT Technology Errors and Omissions with minimum limits of \$3,000,000.00 per occurrence, if occurrence form is available; or claims made form with tail coverage extending three (3) years beyond completion and acceptance of the project with proof of tail coverage to be submitted with the invoice for final payment. In lieu of tail coverage, consultant may submit annually to the County a current Certificate of Insurance proving claims made insurance remains in force throughout the same three (3) year period.

#### **8.11. MAINTENANCE OF RECORDS:**

The Vendor/Contractor will keep adequate records and supporting documents applicable to this contract. Said records and documentation will be retained by the Vendor/Contractor for a minimum of five (5) years from the date of final payment on this contract. The County and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the County deems necessary during the period of this contract and a period of five (5) years after completion of contract performance; provided however, such activity shall be conducted only during normal business hours. The County during the period of time defined by the preceding sentence, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the Vendor/Contractor as concerns the aforesaid records and documentation. Pursuant to Section 119.0701 (Current Edition), Florida Statutes, Vendor/Contractor shall comply with the Florida Public Records' laws and shall:

- A. Keep and maintain records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency 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.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the

Contract term and following completion of the Contract if the Contractor does not transfer the records to the public agency.

- D. Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, 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 Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- E. Failure to comply with this section shall be deemed a breach of the Contract and enforceable as set forth in Section 119.0701, Florida Statutes (Current Edition).

**IF THE VENDOR/CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (CURRENT EDITION), TO THE VENDOR/CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-754-4020, PURCHASING@HERNANDOCOUNTY.US, WITH AN OFFICE LOCATED AT 15470 FLIGHT PATH DRIVE, BROOKSVILLE, FL 34604.**

#### **8.12. SHORTLISTS, PROTESTS AND LOBBYING**

The recommended short list of firms, will be posted for review by interested parties at the Procurement Department following Board approval and will remain for a period of five (5) full business days. Failure to file a protest to the Chief Procurement Officer by 5:00 PM on the fifth full business day after posting date shall constitute a waiver of protest proceedings. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes (Current Edition), or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes (Current Edition). Additional information relative to lobbying and protests can be found at the following site: [Hernandocounty.us/purchasing](http://Hernandocounty.us/purchasing).

#### **8.13. CONE OF SILENCE**

This solicitation falls under the Hernando County Procurement Ordinance 93-16. After a bid is opened or a short list is established for an Invitation to Bid (ITB), Request for Qualification (RFQ), or Request for Proposal (RFP), a Vendor/Contractor or representative as defined in the Ordinance, may not seek information or clarification or in any way contact any official or employee of the County concerning this solicitation with the exception of the Hernando County Chief Procurement Officer, County Attorney, or an individual specifically designated in this document for dissemination of information. A copy of any written communication concerning this solicitation shall be filed with the Procurement Department and shall be made available to the public upon request. A violation of the "Cone of Silence" renders any award voidable at the sole discretion of the Chief Procurement Officer with approval from the Board of County Commissioners and may subject the potential Vendor/Contractor or representative to

debarment. Nothing in the Ordinance prevents a Vendor/Contractor or representative from taking part in a public meeting concerning the solicitation.

- A. All Vendors/Consultants or representatives are hereby placed on formal notice. A lobbying “Cone of Silence” period shall commence upon issuance of the solicitation until the Board selects the successful Proposer. For procurements that do not require Board approval, the “Cone of Silence” period commences upon solicitation issuance and concludes upon Contract award.
- B. Neither the members of the Board of County Commissioners nor candidates for County Commission, nor any employees from the Hernando County Government, Hernando County staff members, nor any members of the Professional Services Review Committee are to be lobbied, either individually or collectively, concerning this project. Vendors/Consultant or representative who intend to submit qualifications, or have submitted qualifications, for this project are hereby placed on formal notice that they are not to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County. Any such lobbying activities may cause immediate disqualification for this project.

#### 8.14. E-VERIFY

- A. Consultant/Firm is advised that the County has entered into an agreement with U.S. Immigration and Customs Enforcement (ICE) wherein the County will, in part, seek to promote the principles of ethical business conduct, prevent the knowing hiring of unauthorized workers through self-governance, and encourage voluntary reporting of the discovery of unauthorized workers to ICE (the IMAGE Agreement). Accordingly, by submitting your Bid/Proposal, Consultant/Firm represents and warrants (a) that the Consultant/Firm is in compliance with all applicable federal, state and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee’s eligibility to work in the United States, (b) that all of the Consultant/Firm employees are legally eligible to work in the United States, and (c) that the Consultant/Firm has actively and affirmatively verified such eligibility utilizing the Federal Government’s Employment Verification Eligibility Form (I-9 Form).
- B. A mere allegation of Consultant/Firm’s intent to use and/or current use of unauthorized workers may not be a basis to delay the County’s award of a Contract to the Consultant/Firm unless such an allegation has been determined to be factual by ICE pursuant to an investigation conducted by ICE prior to the date the Contract is scheduled to be awarded by the County.
- C. Legitimate claims of the Consultant/Firm’s use of unauthorized workers must be reported to both of the following agencies:
  - 1. The County’s Procurement Department at (352) 754-4020: and
  - 2. ICE (Immigration and Customs Enforcement) at 1-866-DHS-2-ICE

- D. In the event it is discovered that the Consultant/Firm's employees are not legally eligible to work in the United States, then the County may, in its sole discretion, demand that the Consultant/Firm cure this deficiency within a specified time frame, and/or immediately terminate the Contract without any cost or penalty to the County, and/or debar the Consultant/Firm from bidding on all County Contracts for a period up to twenty-four (24) months, and/or take any and all legal action deemed necessary and appropriate.
- E. Consultant/Firm is required to incorporate the following IMAGE Best Practices into its business and, when practicable, incorporate verification requirements into its agreements with Sub-Contractors:
1. Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.
  2. Use the Social Security Number Verification Service and make good faith effort to correct and verify the names and Social Security numbers of the current workforce.
  3. Establish a written hiring and employment eligibility verification policy.
  4. Establish an internal compliance and training program related to the hiring and employment verification process, to include, but not limited to, completion of Form I-9, how to detect fraudulent use of documents in the verification process, and how to use E-Verify and the Social Security Number Verification Service.
  5. Require the Form I-9 and E-Verify process to be conducted only by individuals who received appropriate training and include secondary review as of each employee's verification to minimize the potential for a single individual to subvert the process.
  6. Arrange for annual Form I-9 audits by an external auditing firm or a trained employee not otherwise involved in the Form I-9 process.
  7. Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process
  8. Establish a program to assess Sub-Contractors' compliance with employment eligibility verification requirements. Encourage Consultant/Firms to incorporate the IMAGE Best Practices contained in this Article and, when practicable, incorporate the verification requirements in Sub-Contractor agreements.
  9. Establish a protocol for responding to letters received from Federal and State government agencies indicating that there is a discrepancy between the agency's information and the information provided by the employer or employee; for example, "no match" letters received from the Social Security Administration.

10. Establish a tip line mechanism (inbox, e-mail, etc.) for employees to report activity relating to the employment of unauthorized workers, and a protocol for responding to employee tips.
11. Establish and maintain appropriate policies, practices, and safeguards against use of the verification process for unlawful discrimination, and to ensure that U.S. Citizens and authorized workers do not face discrimination with respect to hiring, firing, recruitment or referral for a fee because of citizenship status or national origin.
12. Maintain copies of any documents accepted as proof of identify and/or employment authorization for all new hires.

#### 8.15. LOCAL PREFERENCE:

- A. Purpose and Findings: These provisions apply to purchases using Formal Bid, Request for Proposals or Quotes. The County annually spends significant dollars on purchasing personal property, materials, and services, and in constructing improvements to real property or existing structures. The dollars used in making those purchases are derived, in large part, from taxes, fees and utility revenues paid by businesses located within Hernando County, and the County Commission has determined that funds generated in the community should, to the extent possible, be placed back into the local economy. Therefore, the County Commission has determined that it is in the best interest of the County to give a preference to local businesses in making such purchases whenever the application of such a preference is reasonable in light of the dollar-value of Bids and quotes received in relation to such expenditures.
- B. Application:
  1. In bidding for, or letting Contracts for procurement of supplies, materials, equipment, and services, as described in the purchasing policies of the County, the Board of County Commissioners may give a preference to local businesses in making purchases or awarding Contracts in an amount not to exceed:
    - a. Five (5%) percent of the local business' total Bid price if the cost differential does not exceed \$10,000.00 for procurement activities in amounts over \$35,000.00, or
    - b. Three (3%) percent if the cost differential does not exceed \$1,000.00 for procurement activities in amounts more than \$10,000.00, but less than \$35,000.
  2. The total Bid price shall include not only the base Bid price, but also all alterations to the base Bid price resulting from alternates which were both part of the Bid and actually purchased or awarded by the Board of County Commissioners.
  3. In the case of requests for Proposals or qualification, letters of interest, or other solicitations and competitive negotiations and selections in which objective factors are used to evaluate

the responses, local businesses shall be assigned five (5%) percent of the total evaluation points.

C. Definitions:

1. Local Vendor means a person or business entity which has maintained a permanent place of business with full-time employees within Hernando County for a minimum of twelve (12) months prior to the date Bids or Quotes were received for the purchase or Contract at issue, and which generally provides from such permanent place of business the kinds of goods or services solicited, and which at the time of the solicitation fully complies with the local vendor eligibility.
2. Local Vendor Affidavit of Eligibility shall accompany the Quotation or Bid submittal in order to be considered valid and shall include, but not be limited to, the following current information:
  - a. A physical business and location address.
  - b. Proof of payment of real property tax due to Hernando County.
  - c. A copy of the firm's most recent annual corporation report to the Florida Division of Corporations.
  - d. Any additional information necessary to verify local status.

D. Competitive Bids/Quotes:

1. The County reserves the exclusive right to compare, contrast and otherwise evaluate the qualifications, character, responsibility and financial qualifications of all persons, firms, partnerships, companies or corporations submitting formal Bids or formal quotes in any procurement for goods and services when making an award in the best interests of the County.

E. Exemptions:

1. Purchases resulting from exigent emergency conditions where any delay in completion or performance would jeopardize public health, safety, or welfare of the citizens of the County, or where in the judgment of the County the operational effectiveness or a significant County function would be seriously threatened if a purchase was not made expeditiously.
2. Purchases with any sole source supplier for supplies, materials, or other equipment.
3. Purchases made through cooperative purchasing arrangements utilized by the Purchasing Department as identified in the Purchasing Policy.
4. Purchases that are funded in whole or in part by assistance from any federal, state, or local agency where the program guidelines do not permit local preference.

5. Purchases with an estimated cost of less than \$10,000.00 or less.

F. Appeal:

1. If an application for a "Local Contractor/Vendor" designation is denied, the applicant may appeal such decision to the County Administrator for review and further consideration.

#### 8.16. CONTRACT AWARD

Award will be made at the earliest possible Hernando County BOCC Board meeting subsequent to the evaluation process. It is incumbent on Proposers to contact the Procurement Department to determine the successful Proposer(s). This Request for Proposals is issued in accordance with and shall be governed by the provisions of the County's Purchasing Policy.

#### 8.17. CONTRACT TERM/RENEWAL:

The Contract resulting from this Request for Proposal shall commence effective upon execution by both parties and extend for a period of **Thirty-Six (36) months**. The Contract may be renewed for **two (2) additional twelve (12) month** periods, upon mutual agreement of both parties. If any such renewal results in changes in the terms and conditions, such changes shall be reduced to writing as an amendment to this Contract and such amendment shall be executed by both parties. Renewal of the Contract shall be subject to appropriation of funds by the Board of County Commissioners, satisfactory performance.

#### 8.18. SIGNING OF THE AGREEMENT:

When the County gives a Notice of Intent to Award to the Successful Proposer, it will be accompanied by an unsigned Agreement. Within ten (10) calendar days thereafter the Successful Proposer shall execute and deliver to the County the Agreement, along with a certificate of insurance that shows policies, limits and other conditions in compliance with that outlined in the Request for Proposal. Upon award and execution of the Agreement

#### 8.19. RESPONSIVENESS OF THE PROPOSAL AND DISQUALIFICATION:

- A. A responsive Proposal is one that complies with and conforms to the requirements of this Request for Proposal. A Proposal requiring changes to any portion of this Request for Proposal may be considered non-responsive. A Proposal that fails to comply with the criteria outlined in this Request for Proposal may be deemed non-responsive.
- B. A Proposal may be rejected if found to be conditional, irregular, incomplete or not in conformance with the requirements and instructions contained herein, such as, but not limited to: (1) failure to strictly comply with and satisfactorily address the prerequisite criteria, (2) failure to provide the required forms or other documentation, (3) incomplete, indefinite or ambiguous language, (4) failure to submit the information needed to evaluate the Proposals based on the Evaluation Criteria, and (5) improper and/or undated signatures.
- C. Other conditions, which shall cause rejection of the Proposal, include, but are not limited to: (1) an individual firm, partnership, corporation or combination thereof, under the same or different



names submitting (as the Proposer) more than one Proposal, (2) evidence of collusion among Proposers, (3) obvious lack of experience or expertise to perform the Services, (4) failure to perform or meet financial obligations for previous Contracts, (5) falsification of any form required by the County, (6) evidence that a Proposer has a financial interest in another firm who is submitting a Proposal, (7) not having a valid and appropriate local, state or federal certifications and/or licenses necessary to perform the Services, or (8) an investigation by the Chief Procurement Officer finds the Proposer delinquent on a previously awarded Contract or in litigation concerning a Hernando County involving a previously awarded Contract.

- D. County may conduct such investigations as County deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial ability of the Proposer and their proposed sub-Contractors. County reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of Proposals from all Proposers. Failure to provide requested information may result in rejection of the Proposal.

## 8.20. List of Proposers

A list of Proposers will be posted on the County's eProcurement Portal within two (2) business days after the Public Opening date. The list of Proposers can also be obtained by contacting the Contact Person. The County will not provide a list of Proposers by telephone.

## 8.21. EXAMINATION OF PROPOSAL DOCUMENTS:

- A. It is the responsibility of each Proposer before submitting a Proposal, to (1) examine the Solicitation Documents thoroughly, (2) consider Federal, State and Local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (3) study and carefully correlate Proposer's observations with the Solicitation Documents, and (4) notify the Contact Person of all conflicts, errors or discrepancies in the Solicitation Documents prior to submitting a formal Proposal.
- B. Before submitting a Proposal, it shall be the Proposer's responsibility to submit to the County a request for any additional information and data which pertains to the Project covered under this Request for Proposal which the Proposer deems necessary to develop their Proposal for performing the Services in accordance with the terms and conditions noted herein.
- C. The submission of a Proposal in response to this Request for Proposal shall be considered as a representation that the Proposer; (1) has carefully investigated all conditions that affect, or may at some future date, affect the performance of the Services covered by this Request for Proposal, (2) is fully informed concerning conditions to be encountered, the character, quality and quantity of the Services to be performed and the work product to be furnished, and (3) is familiar with what is required to perform the Services covered by this Request for Proposal. The contents of the Proposer's Proposal shall become a Contractual obligation if the Proposer is awarded the Contract. Failure to accept these obligations in a Contractual agreement shall result in cancellation of the Award.

## 8.22. ADDENDA

Any Addenda issued in relation to this Request for Proposal will be posted on the County's eProcurement Portal. It is the Proposer's responsibility to be aware of any addenda that might have bearing on their Proposal before their Proposal is due. The Proposer will acknowledge receipt of any and all such addenda on the Proposal Pricing Form. In the event a Proposer fails to acknowledge receipt of such addenda, their Proposal will be construed as though they have received such addenda, and the submission of a Proposal will constitute acknowledgement of the receipt of same. All addenda will become a part of the Proposal Documents and Proposer will be bound by such, whether or not received by Proposer.

## 8.23. MODIFICATION/WITHDRAW OF PROPOSAL:

- A. Proposers have the right to modify or withdraw their Proposal without cause or without liability whatsoever at any time prior to the stipulated submittal date and time. Such requests must be made to County in writing.
- B. Modified or withdrawn Proposals may be resubmitted in accordance with the instructions in this Request for Proposal prior to the stipulated submittal date and time. If applicable, any changes in pricing shall be so worded as not to reveal the pricing that was noted in the original Proposal.
- C. No Proposal shall be modified or withdrawn by the Proposer after the Proposal Due Date.

## 8.24. LESS THAN TWO (2) PROPOSALS RECEIVED:

If less than two (2) Proposals are received, the County may negotiate the best terms and conditions with that Proposer or reject the Proposal and re-solicit the Services.

## 8.25. REVIEW OF PROPOSER'S FACILITIES AND QUALIFICATIONS:

After the Request for Proposal due date and prior to award of an Agreement, the County reserves the right to perform or have performed an on-site review of Successful Proposer's facilities and qualifications, as well as documentation provided in their Proposal. This review will serve to verify data and representations submitted by the Proposer and may be used to determine whether the Proposer is qualified and experienced and has the resources to perform the Services outlined in the Request for Proposal. The review may also serve to verify whether the Proposer has the adequate financial capability to meet the County's requirements. Should the County determine that the Proposal, or subsequent documentation submitted by the Proposer, has material misrepresentations or that the size or nature of any of Successful Proposer's resources are not adequate to ensure satisfactory performance, or ascertains other bases for concern as to the Successful Proposer's ability to perform the Services, the County has the right to reject their Proposal and not make an award.

## 8.26. FINANCIAL STRENGTH:

Prior to award of a Contract, the County reserves the right to request financial information from the Successful Proposer to assist the County in further review of that Proposer's capabilities. Financial information provided shall be for the current and previous two years, to include, but not be limited to a

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financial statement prepared by a Certified Public Accountant (i.e., balance sheet and income and cash flow statements) or a Supplier Qualifier Report prepared by Dun & Bradstreet.

## 8.27. CLARIFICATIONS

Before Contract award, the County reserves the right to seek clarification from a Proposer to properly evaluate their Proposal. Failure to provide requested information may result in not making such award to the Proposer.

## 8.28. PUBLIC RECORDS ACT:

- A. **Proposers should make themselves familiar with Chapter 119 (Current Edition) of the Florida Statutes concerning availability of public records. Thirty (30) days after the Proposal Opening date OR Notice of an intended decision, whichever is earlier, Proposals shall be made available for public viewing. Proposals and associated Proposal Documents may be viewed during normal business hours (which is Monday through Friday; 8:00 AM to 5:00 PM) at 15470 Flight Path Drive, Brooksville, Florida. Copies of the Proposals and associated Documents are available for a charge of fifteen cents (\$0.15) per page, plus cost of copying.**
- B. Florida law generously defines what constitutes a public record and, under Chapter 119 (Current Edition) of the Florida Statutes, all Proposals are to be made available by County for viewing by the general public. If a Proposer believes that their Proposal contains information that should not be a public record, the Proposer shall clearly segregate and mark that information as "Confidential" and describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption.
- C. Any documents given to the Successful Proposer as part of performing the Services covered under this Request for Proposal shall not be sold or distributed to third parties without the written consent of County. The Successful Proposer will be required to retain a copy of these documents for a minimum of five (5) years from completion of the Agreement. All documents, papers, letters, e-mails or other material made or received by the Successful Proposer in conjunction with the Services, unless exempt from Section 24(a) of Article I of the Florida Constitution (Current Edition) and Section 119.071 of the Florida Statutes (Current Edition), shall be made available for public access. Should the Successful Proposer refuse to allow such access, County has the unilateral right to cancel the Award.
- D. Proposers should consult an attorney as to their duties under the records and information laws (Section 257.36 of the Florida Statutes) (Current Edition) and public records laws (Chapter 119 of the Florida Statutes) (Current Edition) of the State of Florida. Significant judicial sanctions can be imposed for violation of these Statutes.

## 8.29. JOINT VENTURES:

- A. Two (2) or more firms may submit a Proposal under a joint venture arrangement. Joint ventures shall be considered as a single entity in the evaluation of a Proposal. That is, the traits of

individual firms shall be blended in arriving at an overall Proposal evaluation score and oral interview score for the joint venture.

- B. A firm who submits a Proposal under a joint venture arrangement may satisfy the technical certification requirements outlined in this Request for Proposal as the prime Proposer through one or more of the firms comprising the Joint Venture. The Joint Venture shall at a minimum comply with the following additional requirements:
1. The Joint Venture shall, in its own name, be registered with the State of Florida Division of Corporations prior to submittal of a Proposal.
  2. Each individual Firm comprising the Joint Venture shall, in its own name, be qualified in their respective areas of expertise prior to submittal of a Proposal.
  3. Full compliance with the requirements set forth above is required, as well as properly documented compliance with any other certification and additional requirements set forth in the Request for Proposal.

### 8.30. PAYMENT

Payment to Proposer/Contractor by Electronic Payment Solution: ACH (Direct Deposit): If the Vendor/Contractor is enrolled in the County's ACH electronic payment solution, all payments will be made using the direct deposit which may or may not include a pre-note transaction. The Vendor/Contractor's bank account information will remain confidential to the extent provided by law and necessary to make direct deposit payments. Once the County has approved payment, an electronic remittance advice will be sent to the Vendor/Contractor via e-mail.

### 8.31. SCRUTINIZED COMPANIES PURSUANT TO FLORIDA STATUTE 287.135 AND 215.473

Proposer/Contractor must certify that the company is not participating in a boycott of Israel. Proposer/Contractor must also certify that Vendor/Contractor is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in State law, the County will not contract for the provision of goods or services with any scrutinized company referred to above. Vendor/Contractor must submit the certification form included as an attachment to this solicitation. Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Vendor/Contractor of the County's determination concerning the false certification. The Vendor/Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Vendor/Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Vendor/Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes (Current Edition), as amended from time to time.

## **9. Scope of Work**

### **9.1. Deliver Business Listings**

Deliver Business Listings - Hotels, Restaurants, Shopping, Attractions and Places of Interest - powered by Google Places, or equivalent(s), with geotargeting technology. Utilize authorized data points to deliver key points of interest with each, including Images (three photos per business), Customer Reviews, Nearby Places, Nearby Events, Contact information, Website link, Phone number and address, GPS-enabled directions and Google maps, or equivalent(s). All information must be automatically updated 24/7 when a customer updates their Google Listing, or equivalent(s).

#### **Customer Access to the Digital Experience Platform - Content Management Control**

This content is delivered via API and other sources from Google, Facebook, Instagram, Eventbrite, etc., to the website.

The content must be editable (if needed) and allow for approval prior to being published to the website.

#### **The dashboard must include the following functionality:**

- Must allow Stakeholders to submit events and places for approval before publishing them to the website
- Must include the flexibility that allows staff to edit and add content manually
- Must be customizable, allowing for user-defined lists and categories
- Must allow site manager to approve/reject Places, add a promotional image and link of choice, to highlight certain Places of interest or mark them as Editor's Choice, to edit description of the business or replace images
- Must allow site manager to manually enter Places and Events
- Must allow site manager to create custom Places categories. Example: Bed and Breakfast, Resort, Hotel, etc.
- Must allow site manager to add/remove geofences as needed
- Must fully integrate with Events and Itinerary builder

#### **Places SEO Optimization - Schema.org (or equivalent)**

- Each Place of Interest listing must include schema.org markup to optimize content discovery by Google and other Internet SEO traffic bots

- Each Place of Interest listing must also have unique URLs which can be shared, indexed, and tracked on Google Analytics, or equivalent(s)

**Must be optimized for mobile and tablet screens.**

## 9.2. Automated Daily Events Calendar

### **Daily Events Calendar**

Integrated Front-end Widget with customizable data feed for Calendar of Events Content, with Management Platform that delivers, via API, geotargeted Calendar of Events content directly from Google, Facebook, Eventbrite and Evently.

**The dashboard must include the following functionality:**

- 1500 events delivered annually; up to 2000 Google places delivered annually
- Must allow Stakeholders to submit events and places for approval before publishing them to the website
- Must include the flexibility that allows staff to edit and add content manually; add and remove images, adjust event descriptions, edit details, or add events manually
- Must allow Stakeholders to submit events and places for approval before publishing them to the website
- Must allow site manager to add/remove geotargeting as needed
- Must allow site manager to import bulk events in Excel (or equivalent) format
- Must allow site manager to highlight certain Events of interest or mark them as Featured Events

### **Places SEO Optimization - Schema.org (or equivalent) markup**

- Each Event listing must include schema.org (or equivalent) markup to optimize content discovery by Google and other Internet SEO traffic bots
- Each Event listing must also have unique URLs which can be shared, indexed, and tracked on Google Analytics (or equivalent)

**Must be optimized for mobile and tablet screens**

## 9.3. Trip Planner powered by Google Places (or equivalent) Business Listings

### **Trip Planner powered by Google Places (or equivalent) Business Listings**

A platform that powers personalized, cross-channel digital experiences with content such as Business listings, Events, Images, Reviews, and Instagram User Generated Content (UGC). This

content is delivered via Application Preferred Interface (API) and other sources from Google, Facebook, Instagram, Eventbrite, etc., to the Digital Experience Platform (DXP). From the DXP, the content may be edited if needed, approved, and published to the website.

**The dashboard must include the following functionality:**

- Must allow site manager to create and publish custom content
- Data feeds must be customizable with user-defined categories
- Must allow site manager to highlight certain Events of interest or mark them as Featured Events
- Must allow site manager to block businesses or organizations that are not relevant to the Tourism Department
- Must allow the Site Manager to customize header images for the Trip Planner.
- Must be sharable on social media, e-mailable and printable

**Must be optimized for mobile and tablet screens.**

#### 9.4. Itinerary Library powered by Google Business Listings (or equivalent)

**Custom Itinerary Library powered by Google Places Business Listings (or equivalent)**

A platform that powers personalized itineraries utilizing content such as Google Business listings, Events, Images, Reviews, and Instagram UGC, or equivalent(s). This content is delivered via API and other sources from Google, Facebook, Instagram, Eventbrite, etc., to the DXP. From the DXP, the content may be edited if needed, approved, and published to the website. Once published, the itineraries must be sharable and printable.

**The dashboard must include the following functionality:**

- Offer Unlimited itineraries and Dashboard Access
- Access to the database of up to 2,000 Points of interest
- Access to DXP Dashboard for unlimited itinerary edits and revisions
- Block organizations that are not relevant to the mission of the Tourism office
- Ability to turn itineraries on/off seasonally or as needed
- The data feeds must be customizable

- Must provide flexibility for itinerary is to be published with driving or walking distances. For example, if all POIs are within a State Park trail, the itinerary can feature only walking distances between trail markers or interesting trail tourism assets.
- Must allow for previewing itinerary before publishing live
- Must allow Drag-and-drop POIs for re-ordering the itinerary, with automatic route recalculation
- Must offer ability to upload and edit the itinerary image, description text, and title
- Must offer ability to update the sidebar Itinerary
- Library promotional images

**Must be optimized for mobile and tablet screens.**

## 9.5. Instagram User-Generated Content & Dashboard

### **Instagram User-Generated Content & Dashboard**

Dashboard with unlimited user-generated content from Instagram @Accounts and #Hashtags via the Instagram API.

**The dashboard must include the following functionality:**

- Must provide ability to add unlimited @accounts and up to 30 #hashtags, directly via the dashboard
- Must allow for staff approval or rejection of content for UGC libraries
- Create and Organize assets in unlimited library folders
- Display the library folders as website widgets on specific web pages such as shopping, restaurants, outdoor, etc.
- Filter media by type (image or video,) size, and orientation and by date if was published
- Search assets database based on caption text.
- Must offer "Rights Approval Feature" to enable Site Manager ability to contact users and ask for permission to use their posts in other material

**Must be optimized for mobile and tablet screens.**



## 9.6. Business Concierge

Deliver Business Listings unrelated to Tourism, powered by Google Places, or equivalent(s), with geotargeting technology. Utilize authorized data points to deliver key points of interest with each, including Images (three photos per business), Customer Reviews, Nearby Places, Nearby Events, Contact information, Website link, Phone number and address, GPS-enabled directions and Google maps, or equivalent(s).

All information must be automatically updated 24/7 when a customer updates their Google Listing.

### **Customer Access to the Digital Experience Platform - Content Management Control**

This content is delivered via API and other sources from Google, Facebook, Instagram, Eventbrite, etc., to the website.

The content must be editable (if needed) and allow for approval prior to being published.

**The dashboard must include the following functionality:**

- Must allow Stakeholders to submit events and places for approval before publishing them to the website
- Must include the flexibility that allows staff to edit and add content manually
- Must be customizable, allowing for user-defined lists and categories
- Must allow site manager to approve/reject Places, add a promotional image and link of choice, to highlight certain Places of interest or mark them as Editor's Choice, to edit description of the business or replace images
- Must allow site manager to manually enter Places and Events
- Must allow site manager to create custom Places categories. Example: Bed and Breakfast, Resort, Hotel, etc.
- Must allow site manager to add/remove geofences as needed
- Must fully integrate with Events and Itinerary builder

### **Places SEO Optimization - Schema.org**

- Each Place of Interest listing must include schema.org markup to optimize content discovery by Google SEO traffic bots, or equivalent(s)
- Each Place of Interest listing must also have unique URLs which can be shared, indexed, and tracked on Google Analytics, or equivalent(s)

**Must be optimized for mobile and tablet screens.**

## 9.7. Partner Portal

### **Partner Portal - Online Travel Industry Partner Engagement**

Target audience: Local industry partners, travel and hospitality businesses e.g., lodging, dining, attractions.

Objective: Increase DMO-partner communication; allow for easy access to industry-related resources provided by

the DMO; engage the local travel industry partners by providing an online space with news, co-op marketing, grants and a medica center.

## 9.8. WordPress Hosting & Support

### **Managed WordPress, or equivalent(s), Hosting**

- Daily Server Backups.
- Domain uptime monitoring, using the Freshping 24/7 monitoring tool
- Must have redundant servers to ensure 24/7 functionality
- **Dedicated WordPress Security, which includes:**
  - Core WordPress Files are locked down, so potential malicious activity cannot overwrite files WordPress PHP
  - Intelligent IP blocker to block intruders
  - Updates to existing WordPress plugins
  - Hosting of the database on a scalable cloud-based server. Hosting includes space for files, images, and content of the website—Malware & virus scanning and removal (quarterly)
  - SSL Security Seals. Provide and install the SSL security seals on primary domain
  - Staging and Privacy Mode
  - Training. Ongoing CMS training upon request
  - Monthly Analytics Report
  - Quarterly Consultation Call
- Include 10 hours per month to perform ongoing tasks including:
  - Updates to text, images, and other minor content changes to the customer's website existing pages
  - Add or remove GTM tags, tracking pixels, or other advertising campaign tag scripts
  - Editing menu items, icons such as weather, social media, video, iTunes, Google Play and PDF links
  - Add and remove smart banners for app downloads

- Creating directions for the client on key WordPress Content Management System features
- Quarterly tasks:
  - CMS quarterly upgrades/security patches to the server
  - WordPress version updates, as it becomes available
  - Updates to slideshow or video changes on the homepage either through the Content Management System or web page
  - Monitoring and report on site Speed Loading via Google PageSpeed Insights.
  - Monitoring and report on site SEO Crawling/Indexing errors via Google Search Console.

### 9.9. Digital Experience Platform Hosting, Tech Support & Management.

#### **Digital Experience Platform (DXP) Hosting, Tech Support & Management.**

Contractor must:

- Ensure redundant servers for 24/7 functionality
- Apply software feature upgrades as they become available
- Manage SaaS deployment and day-to-day maintenance of the application, which includes:
  - Testing and installing patches
  - Managing upgrades
  - Monitoring performance, ensuring high availability
  - Hosting of the database on a scalable cloud-based server. Hosting includes space for files, images, and content of the software widgets.
  - Monitor and manage all third-party systems and API statuses.
  - Ensure we have a functioning end-user application with the latest upgrades available on each third-party API. (E.g. If an existing parameter is revised in the third-party API that affects our content delivery, developer will proactively update as soon as possible
  - Ongoing DXP Dashboard training as requested and as needed
- Maintain proprietary software to manage changes to:
  - Corrective Maintenance, including modifications or updates done to correct problems
  - Adaptive Maintenance - including updates to keep the product up to date with ever-changing technology

undefined #23-RFP00375/TPR

Title: Digital Experience Platform - Automated feeds for Places (company listings), Events, Itineraries, and UGC, with Wordpress and DXP Hosting and maintenance.

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- **Perfective Maintenance - including modifications to keep the software useable for a long period of time, including new features and new user requirements**
- **Preventive Maintenance - including updates to prevent future problems with the software**
- **Market conditions**
- **Algorithm and API changes**
- **Client requirements**
- **Host modifications**

undefined #23-RFP00375/TPR

Title: Digital Experience Platform - Automated feeds for Places (company listings), Events, Itineraries, and UGC, with Wordpress and DXP Hosting and maintenance.

## 10. Pricing Proposal

### DIGITAL PLATFORM PRICING

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Business Listings	1	EA		
2	Automated Daily Events Calendar	1	EA		
3	Trip Planner	1	EA		
4	Itinerary Builder	1	EA		
5	Instagram User-Generated Content & Dashboard	1	EA		
6	Business Concierge	1	EA		
7	Partner Portal	1	EA		
8	WordPress Hosting & Support	12	EA		
9	Digital Experience Platform Hosting, Tech Support & Management.	12	EA		
<b>TOTAL</b>					

## 11. Evaluation Phases

### 11.1. Evaluation of Written Proposal

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<p><b>Capabilities and functionality of the proposed solution to meet County needs</b></p> <p>All modules must be fully integrated and all current functionality must be maintained.</p>	0-100 Points	30 <i>(30% of Total)</i>
2.	<p><b>Understanding, Approach, and Methodology</b></p> <p>The demonstrated understanding, approach, and methodology to provide the services identified in this Request for Proposals</p>	0-100 Points	10 <i>(10% of Total)</i>
3.	<p><b>Prior Experience</b></p> <p>Successful experience of the firm providing similar services.</p> <p>Must provide at least three (3) references from the Travel &amp; Tourism (DMO) Industry</p>	0-100 Points	10 <i>(10% of Total)</i>
4.	<p><b>Experience and demonstrated knowledge of key personnel.</b></p> <p>Key personnel must be experienced with the Travel &amp; Tourism (DMO) Industry.</p>	0-100 Points	10 <i>(10% of Total)</i>
5.	<p><b>Security, reliability and redundancy of the proposed solution</b></p>	0-100 Points	10 <i>(10% of Total)</i>
6.	<p><b>Price</b></p> <p>Prices should be per module to be installed</p>	0-100 Points	10 <i>(10% of Total)</i>
7.	<p><b>Timeframe for completion of the project</b></p>	0-100 Points	10 <i>(10% of Total)</i>
8.	<p><b>Completeness of Proposal</b></p> <p>Must include timeline and pricing to modify existing website content and layout in order to include new modules.</p>	0-100 Points	10 <i>(10% of Total)</i>

### 11.2. Oral Presentations (If required)

No.	Evaluation Criteria	Scoring Method	Weight (Points)
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undefined #23-RFP00375/TPR

Title: Digital Experience Platform - Automated feeds for Places (company listings), Events, Itineraries, and UGC, with Wordpress and DXP Hosting and maintenance.

1.	<p><b>Capabilities and functionality of the proposed solution to meet County needs</b></p> <p>All modules must be fully integrated and all current functionality must be maintained.</p>	0-100 Points	20 <i>(20% of Total)</i>
2.	<p><b>Understanding, Approach, and Methodology</b></p> <p>The demonstrated understanding, approach, and methodology to provide the services identified in this Request for Proposals</p>	0-100 Points	20 <i>(20% of Total)</i>
3.	<p><b>PRIOR EXPERIENCE</b></p> <p>Successful experience of the firm providing similar services.</p> <p>Must provide at least three (3) references from the Travel &amp; Tourism (DMO) Industry</p>	0-100 Points	10 <i>(10% of Total)</i>
4.	<p><b>Experience and demonstrated knowledge of key personnel.</b></p> <p>Key personnel must be experienced with the Travel &amp; Tourism (DMO) Industry.</p>	0-100 Points	10 <i>(10% of Total)</i>
5.	<p><b>Security, reliability and redundancy of the proposed solution</b></p>	0-100 Points	10 <i>(10% of Total)</i>
6.	<p><b>Price</b></p> <p>Prices should be per module to be installed</p>	0-100 Points	10 <i>(10% of Total)</i>
7.	<p><b>Timeframe for completion of the project</b></p>	0-100 Points	10 <i>(10% of Total)</i>
8.	<p><b>Completeness of Proposal</b></p> <p>Must include timeline and pricing to modify existing website content and layout in order to include new modules.</p>	0-100 Points	10 <i>(10% of Total)</i>

## 12. Vendor Questionnaire

### 12.1. Acknowledgement and Attestation\*

By responding to this Pre-Qualification, the respondent(s) certify that he/she has reviewed the sample contract, and its exhibits contained herein, and is familiar with their terms and conditions and finds them expressly workable without change or modification.

Please confirm

\*Response required

### 12.2. Vendor Information

#### 12.2.1. *Company ID\**

Please Provide Your:

1. Respondent/Vendor Contractor Name

2. Vendor/Contractor FEIN

3. State of Incorporation

4. Address

5. Phone Number

6. Email Address

\*Response required

#### 12.2.2. *Type of Organization \**

Select your organization's type below

Sole Proprietorship

Joint Venture

Corporation

Partnership

\*Response required

#### 12.2.3. *Authorized Signatures/Negotiators \**

Please provide the information to support the statement below:

The Vendor/Contractor represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Vendor/Contractor will be duly bound:

Name(s)

Title(s)

Phone no (s)



\*Response required

**12.2.4. Proposal Principals \***

Please name all persons or entities interested in the Proposal as principals.

Provide name, title , mailing address, email address and phone number.

\*Response required

**12.2.5. W-9\***

Please attach your W-9

\*Response required

**12.2.6. ACH electronic payment \***

An ACH electronic payment method is offered as an alternative to a payment by physical check.

Please check Option 1 if you accept the ACH electronic payment method.

(Recommended and Preferred)

Yes, ACH electronic payment method is acceptable.

No, ACH electronic payment method is not acceptable.

\*Response required

**12.2.7. E-VERIFY CERTIFICATION\***

Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

All persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and

All persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the Contract with the department.

Please confirm

\*Response required

**12.2.8. \*\*VENDOR/CONTRACTOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES\***

Section 287.135 (Current Edition), Florida Statutes, prohibits agencies from contracting with companies for goods or services of \$1,000,000.00 or more, that are on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which are created pursuant to s. 215.473 F.S. (Current Edition), or the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 F.S. (Current Edition), or companies that are engaged in a boycott of Israel or companies engaged in business operations in Cuba or Syria.

undefined #23-RFP00375/TPR

Title: Digital Experience Platform - Automated feeds for Places (company listings), Events, Itineraries, and UGC, with Wordpress and DXP Hosting and maintenance.

As the person authorized to submit bids on behalf of respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135 (Current Edition), Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs and does not have business operations in Cuba or Syria.

Please confirm

\*Response required

**12.2.9. Affidavit of Non Collusion and of Non-Interest of Hernando County Employees\***  
Affidavit of Non Collusion and of Non-Interest of Hernando County Employees

Certification that Vendor/Contractor affirms that the bid/proposal presented to the Owner is made freely, and without any secret agreement to commit a fraudulent, deceitful, unlawful or wrongful act of collusion.

I have read and attest that I am the Vendor/Contractor in the above bid/proposal, that the only person or persons interested in said proposal are named therein; that no officer, employee or agent of the Hernando County Board of County Commissioners (BOCC) or of any other Vendor/Contractor is interested in said bid/proposal; and that affiant makes the above bid/proposal with no past or present collusion with any other person, firm or corporation.

Please confirm that you have read and attest to Affidavit of Non Collusion and of Non-Interest of Hernando County Employees

Please confirm

\*Response required

**12.2.10. Drug Free Workplace Certification**

I have read and attest, in accordance with Florida Statute 287.087 (current version), that the Vendor/Contractor has implemented a drug-free workplace program that:

Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.

Gives each employee engaged in providing commodities or contractual services that are under proposal a copy of the statement specified above.

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, pleas of guilty or nolo contendere to, any violation of Chapter 893, or of any

undefined #23-RFP00375/TPR

Title: Digital Experience Platform - Automated feeds for Places (company listings), Events, Itineraries, and UGC, with Wordpress and DXP Hosting and maintenance.

controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.

Imposes a sanction on, or requires 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.

Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace Program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

Please Confirm that you have read and attest to Download Drug Free Workplace Certificate

Please confirm

#### **12.2.11. Local Vendor Affidavit - 12 Month Minimum**

Vendor/Individual has been in business in Hernando County for a minimum of twelve (12) months prior to date of bid or quote?

Please confirm

### **12.3. Vendor Survey**

#### **12.3.1. VENDOR/CONTRACTOR SURVEY \***

Please provide information on where you received the knowledge of the bid/request for proposals (mark all that apply):

*Select all that apply*

- OpenGov Procurement
- Newspaper
- Purchasing and Contract Department Advertisement Board
- Other

\*Response required

#### **12.3.2. VENDOR/CONTRACTOR SURVEY (OTHER)**

If you answered "Referred" or "Other" in the Survey, please specify:

### **12.4. Sworn Statement**

#### **12.4.1. Sworn Statement SECTION 287.133 (3) (a)\***

I have read and attest that I understand that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes (current version), means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction

or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I have read and attest that I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes (current version), means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I have read and attest that I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes (current version), means:

- A. A predecessor or successor of a person convicted of a public entity crime; or
- B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one (1) person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

I have read and attest that I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes (current version), means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

I have read and attest that based on information and belief, the statement which I have confirmed below is true in relation to the entity submitting this sworn statement:

\_\_\_\_\_ [attach a copy of the final order].

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31, OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT.

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

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

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

\*Response required

**12.4.2. *If you choose option 3, please attach a copy of the final order***

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

**Please attach a copy of the final order**

**12.5. Excpetions**

1. Proposers may take exception to certain requirements in this RFP. All exceptions shall be clearly identified in this section, with a written explanation of the exception and an alternate proposal (if applicable). The County, at its sole discretion, may reject any exceptions or specifications within the proposal.
2. The Contract that the County intends to use for award is attached for reference. Any exceptions to this standard Contract must be clearly indicated by return of the standard Contract with the Proposal, with exceptions clearly noted. The County has the right to require the selected Proposer to sign the attached Contract or to negotiate revisions to the Contract language prior to execution of the Contract, at its sole discretion.

**12.5.1. *PROPOSER'S CERTIFICATION\****

I have carefully examined the Request for Proposals (RFP), Instructions to Proposers, General and/or Special Conditions, Specifications, RFP Proposal and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Request for Proposals at the prices or rates quoted in my Proposal. I agree that my RFP will remain firm for a period of up to one hundred and eighty (180) days in order to allow the County adequate time to evaluate the Proposals. Furthermore, I agree to abide by all conditions of the Proposal.

I certify that all information contained in this RFP is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this RFP on behalf of the Consultant/Firm as its act and deed and that the Consultant/Firm is ready, willing and able to perform if awarded the Contract.

I further certify that this RFP is made without prior understanding, agreement, connection, discussion, or collusion with any person, firm or corporation submitting a RFP for the same product or service; no officer, employee or agent of the Hernando County BCC or of any other Proposer interested in said RFP; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for Contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the RFP.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the Proposer's Proposal non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE RFP IS SUBMITTED:

Please check one:

- I take NO exceptions
  - I take Exceptions, explained in the subsequent answer
- \*Response required

### 12.5.2. *Exceptions*

If you selected "Exceptions" in the preceding question, please upload a document containing any exceptions to this RFP

## 12.6. Statement of No Proposal

### 12.6.1. *Statement of No Proposal \**

Select all that apply

- Specifications too tight, geared toward one (1) brand or manufacturer (explain below)
- Insufficient time to respond.
- Specifications unclear (explain below)
- We do not offer this product/services.
- Our present schedule does not permit us to perform.
- Unable to meet specifications or provide services.

\*Response required

### 12.6.2. *"No Proposal" Explanation*

Please provide any necessary explanation as to why you chose not to participate.

## 12.7. Proposal Format

The following information shall be submitted in all Proposer responses. Failure to submit the requested information will result in a reduction in the evaluation points assigned to your Proposal.

### 12.7.1. *Statement of Interest and Introduction/Letter of Transmittal.* \*

The responding firm (or the lead firm if Sub-Contractors are proposed) will provide a letter, on company letterhead, not exceeding two (2) pages, which serves as a statement of interest and introduction to the submittal. If Sub-contractors are proposed, each Sub-contractor may provide a similar letter, not exceeding one (1) page. This letter will summarize in a brief and concise manner, the Proposer's understanding of the Scope of Work. The letter must name all of the persons authorized to make representations for the Proposer, including the titles, addresses, and telephone numbers of such persons. An official authorized to negotiate for the Proposer must sign the Letter of Transmittal.

\*Response required

### 12.7.2. *References*\*

Submit at least 3 references, contact information and a description of similar work done.

**Please provide the following information:**

Business/Owner Name

Reference Contact Person

Reference Address

Reference Phone No.

Reference Email Address

Project Name

Project Location

Contract Project Manager

Contract Amount

Date Project Commenced

Date of Completion

Description of Work Performed

\*Response required

### 12.7.3. *Personnel Resumes*\*

Please upload resumes for key staff contemplated to perform the work. Make sure to include relative work experience.

\*Response required

**12.7.4. *Sub-Contractors/Sub-consultants:*\***

The Hernando County BOCC reserves the right to approve all Sub-contractors and/or sub-consultants for this Contract. If Sub-contractors are to be utilized, their names and references must be included within this initial Proposal.

Proposers shall list all proposed Sub-Contractors to be used, regardless of racial or gender grouping. Include names, addresses, phone numbers, type of work Sub-Contracted (discipline, trade or commodity) and proposed percentage of work for each firm.

If none, state "NONE".

\*Response required

**12.7.5. *Substantiative Response*\***

Provide detailed narrative on how your firm will meet/exceed the requirements as listed in the Scope of Work. Each section from the Scope of Work should be broken down, with narrative response for each requirement therein.

\*Response required

**12.7.6. *Proposed implementation timeline beginning at the date of Contract approval.*\***

\*Response required

**12.8. Optional**

**12.8.1. *Optional***

Use this section to upload any optional/additional information not requested elsewhere.

Respondent may supply a full PDF of their proposal here. This should be done in addition to responding to the above 7.1 through 7.6.

**12.9. Proposal Validity**

**12.9.1. *Confirm 180 days proposal validity***

Any Proposals shall constitute an irrevocable offer (including pricing), for a period of one hundred eighty (180) days, to provide to the County the services set forth in this Request for Proposals, or until one (1) or more of the Proposals have been awarded.

Please confirm



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**12.10. HERNANDO COUNTY EMPLOYMENT DISCLOSURE CERTIFICATION STATEMENT**

**12.10.1.** *Is any officer, partner, director, proprietor, associate or member of the business entity a former employee of Hernando County within the last two (2) years\**

Yes

No

\*Response required

**12.10.2.** *Is any officer, partner, director, proprietor, associate or member of the business entity a relative or member of the household of a current Hernando County employee that had or will have any involvement with this procurement or contract authorization?\**

Yes

No

\*Response required

**12.10.3. Relatives and Former Hernando County Employees - Roles and Signatures**

Please download the below documents, complete, and upload.

- [HC Employment Disclosure Ce...](#)

# Attachment "A"

RFP # 23-R00375/TPR Digital Experience Platform

**BOARD OF COUNTY COMMISSIONERS  
HERNANDO COUNTY, FLORIDA  
PROFESSIONAL SERVICES AGREEMENT-  
NO. RFP 23-R00375/TPR – DIGITAL  
EXPERIENCE PLATFORM**

THIS Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS, 15470 Flight Path Drive, Brooksville, Florida, a political subdivision of the State of Florida, hereinafter called the County and \_\_\_\_\_, a [State] [corporation, LLC, partnership, etc.] duly authorized to conduct business in the State of Florida, hereinafter called the Professional.

WITNESSETH:

WHEREAS, the County publicly submitted Request for Proposal (RFP) 23-R00375/TPR seeking firms or individuals qualified in providing digital experience platform services with required capabilities contained within the Scope of Work (Exhibit A) and RFP 23-R00375/TPR (Exhibit B), and

WHEREAS, based upon the County's assessment of Professional's proposal, the County selected the Professional to provide the services as defined herein; and

WHEREAS, Professional represents that it has the experience and expertise to perform all services as set forth in this agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual understandings, and covenants set forth in this Agreement, County and Professional agree as follows:

## SECTION 1. DEFINITIONS

- 1.1 **BOCC** means the Board of County Commissioners of Hernando County, Florida; also referred to as County.
- 1.2 **County Administrator** means the Hernando County Administrator or its designee.
- 1.3 **Services** means all elements, documentation, services, tasks, products, maintenance, training, etc. delineated in Exhibits A and B.

## SECTION 2. TERM AND PERFORMANCE

- 2.1 **Term:** This Agreement and associated agreements shall commence on the date of the last authorized signature below, the initial term being \_\_\_\_\_ (#) years.
- 2.2 **Schedule of deliverables and milestones:** Professional shall provide and commence the Services required in this Agreement as indicated in Exhibits A and B, upon written Notice to Proceed or Purchase Order from the Hernando County Administrator or its designee, and shall complete the Services according to the schedule for deliverables and milestones. The schedule for deliverables and milestones, or amendments thereto, will be agreed upon by the parties in writing and attached hereto and incorporated herein.
- 2.3 **Renewals:** This Agreement may be unilaterally renewed by the County for \_\_\_\_\_ (#) additional \_\_\_\_\_ (#)-year terms by sending notice of renewal to Professional at least thirty (30) days prior to the expiration of the then-current term. Should any such renewal result in changes in the terms and conditions or increase in fees, such changes must be in writing as an amendment to this Agreement and executed by both parties. Renewal of this Agreement is subject to appropriation of funds by the Board of County Commissioners and satisfactory performance.

**2.4 Performance (Professional):**

- 2.4.1 In the event the Services are performed on the premises of the County or, if agreed to by both parties, at an alternative location, Professional shall, while working on such premises, observe the County's rules and policies relating to the security thereof, access to or use of all or part of the County's premises and any of the County's property, including proprietary or confidential information. Additionally, Professional and its personnel shall observe the County's administrative and ethics codes relating to the security, access or use of all or part of the County's premises and any of the County's property, including proprietary or confidential information.
- 2.4.2 Professional shall respond expeditiously to any inquiries pertaining to this Agreement from the County.
- 2.4.3 The County retains Professional on an independent contractor basis and not as an employee.
- 2.4.4 Professional shall work closely with County staff in the performance of Services and shall be available to County's staff, consultants, and other staff at all reasonable times in furtherance of this Agreement.
- 2.4.5 The Professional shall provide detailed progress reports regarding deliverables and milestones in a format acceptable to the County, either monthly or at intervals established by the County. The County is entitled at all times to be advised, at its request, of the status of work being done by the Professional in furtherance of this Agreement. Professional shall maintain coordination with representatives of the County. Either party to the Agreement may request and be granted a conference.

**2.5 Performance (County):**

- 2.5.1 The County acknowledges that the success and timeliness of the implementation process shall require the active participation and collaboration of the County and its staff and shall act reasonably and cooperate fully with Professional in furtherance of this Agreement.
- 2.5.2 The County shall notify Professional of suspected defects in any of the Services supplied by Professional. County shall provide, upon Professional's request, additional data Professional deems necessary or desirable to reproduce the environment in which such defect occurred.

**2.6 Performance (County and Professional): The parties shall appoint a project manager (the "Project Manager") who shall work closely together with Professional to facilitate the successful implementation of the Services.**

**SECTION 3. USER ACCEPTANCE**

- 3.1 The County will not accept the Services until it has validated that Professional has met all requirements stated in the Scope of Work.
- 3.2 All Services must, among other conditions, be accessible, customizable, usable, free from operational defects (for all users including but not limited to: County, site manager, end users, stakeholders, etc.), compliant with all specifications and requirements, etc., in order to be accepted by the County.
- 3.3 At the date scheduled for each deliverable and milestone, the County shall test such deliverable or milestone for, among other conditions, accessibility, customizability, usability, and compliance with specifications and requirements. If, after testing a deliverable or milestone, the same does not function in accordance with Exhibits A and B, the County shall have the option, upon notice as described in section 9 below to:
  - 3.3.1 Conditionally accept the deliverable at its then level of performance, or
  - 3.3.2 Extend testing for such period as determined by the County; or
  - 3.3.3 Accept those portions of the deliverable which pass the acceptance criteria and require the Professional to correct the remaining portions, in which event the County shall not be liable for any payments associated with the implementation of such remaining portions until they have been accepted, less any

reasonable cost associated with the delay; or

3.3.4 After notice and opportunity to cure as stated in section 9, terminate the Agreement in its entirety. Upon such a termination under this section, Professional shall promptly return to County all moneys paid by County to the Professional for the terminated Services.

3.3.5 Pursue such remedies as may be available to the County at law or in equity.

#### SECTION 4. GO-LIVE DATE

- 4.1 Delays Caused by County: In the event there are acts or omissions on the part of the County that result in delays to the go-live date, the Professional may request an extension of the go-live date. Upon receipt of such a request, the County shall promptly review and grant to the Professional an extension of the go-live date, in writing, which shall not be unreasonably withheld, equal to the aforementioned delays, provided there are no changes in compensation or Scope of Work, except those changes that may be agreed upon between the parties hereto.
- 4.2 Delays Not Caused by County: In the event there have been delays not caused by the County that would affect the go-live date or project completion date, the Professional shall submit a written request to the County that identifies the reason(s) for the delay and the amount of time related to each reason. The County shall timely review the request and whether to grant all or part of the requested extension.
- 4.3 Expiration: In the event the scheduled go-live date expires and the Professional has not requested, or if the County has denied, an extension of the go-live date, partial progress payments will be stopped on the date time expires. No further payment for the project will be made until a time extension is granted or the Services have gone live.

#### SECTION 5. SUPPORT AND MAINTENANCE SERVICES

Professional shall ensure that all Services provided under this Agreement will be performed by a person duly qualified and sufficiently experienced to perform such services and, where required, licensed by all appropriate governmental authorities in the applicable area(s). Professional may associate with specialists, third-party hosts and/or other professionals ("sub-professionals"), in furtherance of the Services hereunder, without additional cost to the County. Should the Professional desire to utilize sub-professionals in the performance of the work, the Professional shall be responsible for satisfactory completion of all such sub-professionals' work and may not assign or transfer work under this Agreement to other sub-professionals unless approved in writing by the County. The Professional shall use only sub-professionals that have been approved by an authorized representative of the County.

#### SECTION 6. RIGHT TO OWNERSHIP

- 6.1 County Proprietary Rights: County retains all rights, title and interest in and to all materials, data, documentation and copies thereof furnished by County to Professional under this Agreement, including all copyright and other proprietary rights therein, which Professional as well as its employees, agents, sub-professionals, and suppliers may use only in connection with the performance of the Services under this Agreement. All rights, title, and interest in and to certain ideas, designs and methods, specifications, and other documentation related thereto developed by Professional and its sub-professionals specifically for County (collectively, "developed works") shall be and remain the property of County. Accordingly, neither Professional nor its employees, agents, sub-professionals, or suppliers shall have any proprietary interest in such developed works. The Professional shall not, and shall ensure that its employees, agents, sub-professionals and suppliers do not, utilize, reproduce, distribute, or copyright, the developed works or any portion thereof, without the County's prior written consent except as required for Professional's performance hereunder.
- 6.2 The provisions and obligations of this section shall survive the expiration or termination of this Agreement or any license granted under this Agreement.

**SECTION 7. WARRANTY AND WARRANTY DISCLAIMER**

- 7.1 The Professional shall perform and complete all work in a workmanlike manner to the best of its abilities and in accordance with sound and industry-standard practices and principles.
- 7.2 Professional represents and warrants to County that the Services will:
  - 7.2.1 Perform substantially as described in Exhibits A and B.
  - 7.2.2 Be free from defects in design, material, functionality, and workmanship, shall be capable of sustained performance in the operating environment.
- 7.3 Professional shall timely respond to and remediate technical problems in accordance with requirements identified in the Information Technology specifications. If there is a system failure or other problems, Professional shall respond immediately to correct problems so that the Services are not disrupted.
- 7.4 Professional grants to County a perpetual, non-transferable, nonexclusive license to the Services, including to any software embedded in or provided with the Services, with no geographical limitations.
- 7.5 The express warranties contained above are in addition to all other representations, warranties and conditions, express or implied, whether arising by statute or otherwise in law or from a course of dealing, or usage of trade.

**SECTION 8. COMPENSATION**

- 8.1 Fees: The County shall pay the Professional compensation as detailed in Exhibit C attached hereto and incorporated herein. In no event shall the total fees payable under the Agreement exceed the fees listed in Exhibit C without the prior written consent of the County.
- 8.2 Prompt Payment: It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act.
- 8.3 Taxes: Professional shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. When purchasing on a direct basis, the County is generally exempt from federal excise taxes and all State of Florida sales and use taxes. The County will provide an exemption certificate upon request by the seller for such purchases. The Professional is not exempt from paying sales tax to their suppliers for services or materials to fulfill contractual obligations with the County, nor shall the Professional be authorized to use any of the County's Tax Exemptions in securing such services or materials.
- 8.4 Adjustments: Adjustment of compensation because of any major changes in the Services that may become necessary or desirable shall be by written amendment to the Agreement and signed by the parties.
- 8.5 Invoices: Professional may submit invoices for deliverables and milestones only after the deliverables and milestones have been completed and accepted in accordance with Exhibit C. All invoices shall be paid via wire transfer or via check sent to the following address:

XXXXXXXXXXXXX  
XXXXXXXXXXXXX  
XXXXXXXXXXXXX

**SECTION 9. TERMINATION**

- 9.1 Best Interests of the County: The County may terminate this Agreement in whole or in part at any time the interest of the County requires such termination.
- 9.2 For Cause: If the County reasonably determines that the performance of the Professional or sub-professional(s)

is not satisfactory; the County shall have the option of:

- 9.2.1 Terminating the Agreement based on any breach that is not cured within thirty (30) days of County sending notice of the breach to Professional. If Professional fails to cure the default within thirty (30) days, the County may terminate the Agreement immediately by sending to Professional a written notice of termination. In such instance, in addition to all rights and remedies County may have under law due to such breach the County may, among other things: i) be entitled to a refund of any fees for Services not rendered or deliverables or milestones not reached as indicated in Exhibits A or B; and ii) retain all developed works, deliverables, and Services already completed, whether or not accepted by County, in order to complete and/or obtain the Services and in furtherance of the requirements and intent of Exhibits A and B. In such case, the Professional will be liable to the County for all reasonable costs incurred by the County for completing and/or obtaining the Services in the requirements and intent of Exhibits A and B.
  - 9.2.2 Immediately suspending, canceling, or terminating the Agreement without penalty in the event one or more of the Professional's Corporate Officers is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the Professional for or on behalf of the County under this Agreement. The County further reserves the right to suspend the qualifications of the Professional to do business with the County upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have indictment or direct information dismissed or be found not guilty, such suspension on account hereof shall be immediately lifted by the County Administrator.
  - 9.2.3 Immediately terminating or canceling this Agreement in the event the Professional is placed in either voluntary or involuntary bankruptcy or if an assignment of Professional is made for the benefit of Professional's creditors.
- 9.3 Convenience: This Agreement may also be terminated for convenience. If the County requires termination of the Agreement for reasons other than those shown above in this section, the County shall notify the Professional of such termination, which shall take effect no less than ninety (90) days after the date of such written notice, and which shall specify the state of Services, deliverables, or milestones, as applicable, at which time the Agreement is to be terminated. The Professional shall be entitled to receive payment for all Services completed and accepted hereunder through the date of termination, in addition to an allowance for satisfactory work in progress but not yet completed.
- 9.4 Transition and Transfer: As a critical objective of the parties and a material obligation of Professional under this Agreement, upon the expiration or termination of this Agreement, Professional shall make good faith efforts to facilitate the smooth, efficient, and secure transition of County's data and developed works to another professional (or to County, as applicable) without any unnecessary interruption or adverse impact on County operations ("disentanglement"). Professional shall not interfere with, and shall facilitate, County's access to all completed Services, whether or not accepted, until the County confirms to Professional in writing the successful transition of data and developed works to County or a new professional.
- 9.5 Maintenance or Destruction of Records: Upon termination or expiration of this Agreement, any of the County's data and developed works, reports, and any other documents ("records") prepared by Professional and associated with this Agreement, whether finished or unfinished, shall become the property of the County. Professional shall not destroy, overwrite, erase or otherwise prevent access by County to such records until ten (10) business days after County delivers to Professional written notice confirming that Professional has successfully delivered to County a complete, reliable and usable electronic copy of its records and County has successfully transitioned and transferred its data to a new professional that provides similar if not identical services. No less than ten (10) business days, but no more than thirty (30) days, after County delivers said notice, Professional shall permanently destroy the data in its systems, including but not limited to its or sub-professionals' or third-party host's servers, backup tapes and drives, etc.. Within five (5) business days of such destruction, Professional shall deliver to County a sworn destruction certificate confirming destruction. Until Professional receives the County's written notice heretofore described, however, the Professional shall maintain the records and shall not permit their destruction for a period not to exceed five (5) years from the effective date of termination or expiration, whichever is earlier.

**SECTION 10. HEADINGS AND INTERPRETATION**

All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

**SECTION 11. REQUIRED INSURANCE**

The Professional shall procure and maintain all forms of insurance required by Exhibit B. Failure to procure and maintain such insurance for the duration of this Agreement and all renewals hereto shall justify termination for cause pursuant to section 9 hereinabove.

**SECTION 12. CONFLICTS**

The Professional warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Professional, to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. Should Professional breach or violate of this section the County shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

**SECTION 13. PUBLICITY**

Unless otherwise required by law or judicial order, the Professional agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or records or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the County and securing its consent in writing. The Professional also agrees that it shall not publish, copyright or patent any of the site-specific data furnished in compliance with this Agreement; it being understood that, under section 6 hereof, such data or information is the property of the County.

**SECTION 14. STANDARDS OF CONDUCT AND CONFLICT OF INTEREST**

The Professional covenants and agrees that it and its employees shall be bound by the standards of conduct provided in § 112.313, Florida Statutes (current edition), when performing under this Agreement, which standards are hereby incorporated and made a part of this Agreement as though set forth in full. The Professional agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter in furtherance of this Agreement.

**SECTION 15. INDEMNIFICATION**

15.1 Indemnification: To the fullest extent permitted by Florida law, the Professional covenants and agrees that it will indemnify and hold harmless the County and all of the County's officers, agents, and employees from any claim, loss, damage, cost, charge, attorney's fees and costs, or any other expense arising out of any act, action, neglect, or omission by Professional or its employees, agents or sub-professionals during the performance of this Agreement, whether direct or indirect, and whether to any person or property to which the County or said parties may be subject, except that Professional and its assignees will not be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its officers, agents, or employees. The provisions and obligations of this section shall survive the expiration or termination of this Agreement.

15.2 Limitation of Liability: In no event shall either party be liable to the other (nor to any person claiming any right, title, or interest derived from or as successor to the Agreement) for incidental, consequential, or special damages of any kind, including without limitation, lost profits, or loss of business arising out of this Agreement irrespective of whether the parties have advance notice of the possibility of such damage; provided however,

the foregoing limitation does not apply to the indemnification obligations described in section 15.1 hereinabove.

15.3 No Waiver: The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with § 768.28, Florida Statutes (current edition). Nothing contained in this Agreement or its exhibits will be deemed a waiver of immunity or the limitations of liability of County beyond any statutory limited waiver of immunity or limits of liability. Nothing in this Agreement or its exhibits will inure to the benefit of any third party for the purpose of allowing any claim against County, which would otherwise be barred under the law.

## SECTION 16. NOTICES

All notices required to be served on the Professional shall be served by Registered or Certified mail, Return Receipt Requested, to Professional's address shown below, and all notices required to be served upon the County shall be served by Registered or Certified mail, Return Receipt Requested, addressed to the County Administrator, Hernando County Board of County Commissioners, 15470 Flight Path Drive, Brooksville, FL 34604.

## SECTION 17. RIGHT TO AUDIT

Professional shall keep adequate records and supporting documents applicable to this Agreement for a minimum of five (5) years from the date of final payment on this Agreement. The County and its authorized agents shall have the right to audit, inspect and copy or reproduce such records and supporting documents as often as the County deems necessary; said audits shall occur during normal business hours, during the period of this Agreement and for five (5) years after expiration or termination (whichever is earlier) of this Agreement. During the period of time defined by the preceding sentence, the County has the right to obtain a copy of, and otherwise inspect, any audit made at the direction of the Professional concerning the aforesaid records and documentation. Pursuant to § 119.0701, Florida Statutes (current edition), Professional shall comply with the Florida public records' laws outlined in Exhibit B.

## SECTION 18. COMPLIANCE WITH STATE AND FEDERAL LAW

The Professional shall comply with all federal, state, and local laws and ordinances applicable to the performance of this Agreement or payment therefor, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of this Agreement.

## SECTION 19. GOVERNING LAW

Unless otherwise required by law, this Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute arising from this Agreement shall be litigated in the appropriate court in Hernando County, Florida, or the United States District Court, Middle District of Florida. In any litigation arising from this Agreement, the parties hereby waive the right to a jury trial and shall each bear their own costs and attorney fees at all levels of litigation.

## SECTION 20. E-VERIFY

Professional shall comply with and utilize E-Verify as required in Exhibit B. Professional's failure to do so shall justify termination of this Agreement pursuant to section 9 hereinabove.

## SECTION 21. FORCE MAJEUR

If the performance of this Agreement, or any obligation hereunder, is prevented by reason of hurricane, earthquake, or natural disaster, or by labor strike, war, or by a law, order proclamation, regulation, or ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of nonperformance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance to full extent immediately when such causes are removed. However, if such nonperformance exceeds sixty (60) days, the



party that is not prevented from performance by the force majeure event shall have the right to immediately terminate this Agreement upon written notice to the party so affected. This section shall not supersede or prevent the exercise of any right the parties may otherwise have to terminate this Agreement.

**SECTION 22. WAIVER OF RULE OF CONSTRUCTION**

This Agreement shall not be construed for or against any party hereto, regardless of which party is wholly or partly responsible for its drafting.

**SECTION 23. SEVERABILITY**

In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

**SECTION 24. NO WAIVER**

The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach under this Agreement shall not be deemed a waiver of any subsequent breach.

**SECTION 25. COUNTERPARTS**

This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

**SECTION 26. REPRESENTATION OF AUTHORITY**

Each individual executing this Agreement on behalf of a party hereto represents and warrants that he or she is, on the date of execution, duly authorized by the necessary and appropriate party to execute this Agreement on behalf of such party and does so with full legal authority. Professional represents that it is an entity authorized to transact business in the State of Florida.

**SECTION 27. MODIFICATION OF CONTRACT**

Before any additions or deletions to the Services described in Exhibits A or Exhibit B, and before undertaking any changes or revisions to such Services, the parties shall negotiate any necessary changes and shall enter into a supplemental written agreement covering such modifications and the compensation, if any, to be paid therefor. No modification or amendment to this Agreement shall be effective unless it is in writing and executed by authorized representatives of each party.

**SECTION 28. ASSIGNMENT**

The Professional may not assign this Agreement to any other business entity or individual without the express written consent of the County. A change of control of Professional or a transfer by Professional for purposes of financing shall not constitute an assignment hereunder.

**SECTION 29. EXHIBITS AND ORDER OF PRECEDENCE**

If there is a conflict between the terms of this Agreement and the Exhibits, then the conflict shall be resolved in the following order of precedence:

- The Agreement
- Exhibit "A" Scope of Work
- Exhibit "B" RFP 21-R000375/TPR – Digital Experience Platform
- Exhibit "C" Fee Schedule

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

(SEAL)

BOARD OF COUNTY COMMISSIONERS  
HERNANDO COUNTY, FLORIDA

Attest: \_\_\_\_\_ Date: \_\_\_\_\_  
Douglas A. Chorvat, Jr., Clerk of Circuit Court

\_\_\_\_\_ Date: \_\_\_\_\_  
Elizabeth Narverud, Chairwoman

(PROFESSIONAL'S COMPANY NAME)

Witness \_\_\_\_\_  
Printed name of witness

By \_\_\_\_\_  
Printed Name and Title \_\_\_\_\_

\_\_\_\_\_  
Firm's Address for Notices: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# Exhibit C

## FEE SCHEDULE

### Fee Schedule Year One

Year One DXP Content Modules STANDARD Licensing Tier	Fees
Google Places Business Listings Annual Subscription Up to 1,000 Google Places delivered annually.	\$7,000.00
Automated Events Calendar Annual Subscription 1,500 delivered yearly & 30 Facebook Business Pages for Tracking	\$7,000.00
Custom Trip Planner Annual Subscription Trip Planner widget including up to 2,000 Google Places	\$3,000.00
Unlimited Itinerary Library Annual Subscription Create and publish unlimited GPS-enabled Itineraries on the destination website. Embed itinerary library and individual itineraries on multiple pages of the website.	\$7,000.00
Instagram User-Generated Content & Dashboard Annual Subscription Unlimited user-generated content from Instagram @Accounts and #Hashtags	\$4,800.00
Added Values DXP Content Modules	Fees
<b>(WAIVED)</b> One-Time DXP Development & Customization Fee for existing DXP modules. Waived \$20,000 setup fee for Events, Places, Trip Planner, Itineraries & Instagram UGC.	\$0.00
Client Training & Ongoing Support Online Zoom sessions for CMS and DXP dashboard training as needed. Access to ITI Digital's Client Portal and Knowledge Base Tutorials. Submit tickets or contact our client success team for any inquiries.	\$0.00
DXP Hosting, Tech Support & Management	\$0.00
Business Concierge, Partner Portal & WordPress Managed Hosting	Fees
Business Concierge - Community Relations Development & Annual Subscription (One-time Setup Fee of \$4,000 and Annual Content Data and Hosting at \$6,000)	\$10,000.00
Partner Portal - Online Travel Industry Partner Engagement Development & Annual Subscription Added to floridasadventurecoast.com (\$7,000 One-time Development Fee and \$4,000 Annual Licensing Fee)	\$11,000.00
Floridasadventurecoast.com WordPress Hosting & Support Annual Subscription Managed and secure hosting for WordPress destination website, including 10h/monthly of web support.	\$14,000.00

**YEAR ONE TOTAL**

**\$63,800.00**

### Annual Fee Schedule Years 2 & 3

Year One DXP Content Modules STANDARD Licensing Tier	Fees
Google Places Business Listings Annual Subscription Up to 1,000 Google Places delivered annually.	\$7,000.00
Automated Events Calendar Annual Subscription 1,500 delivered yearly & 30 Facebook Business Pages for Tracking	\$7,000.00
Custom Trip Planner Annual Subscription Trip Planner widget including up to 2,000 Google Places	\$3,000.00

## Exhibit C

Unlimited Itinerary Library Annual Subscription Create and publish unlimited GPS-enabled Itineraries on the destination website. Embed itinerary library and individual itineraries on multiple pages of the website.	\$7,000.00
Instagram User-Generated Content & Dashboard Annual Subscription Unlimited user-generated content from Instagram @Accounts and #Hashtags	\$4,800.00
<b>Added Values DXP Content Modules</b>	<b>Fees</b>
Client Training & Ongoing Support Online Zoom sessions for CMS and DXP dashboard training as needed. Access to ITI Digital's Client Portal and Knowledge Base Tutorials. Submit tickets or contact our client success team for any inquiries.	\$0.00
DXP Hosting, Tech Support & Management	\$0.00
<b>Business Concierge, Partner Portal &amp; WordPress Managed Hosting</b>	<b>Fees</b>
Business Concierge - Community Relations Development & Annual Subscription (Annual Content Data and Hosting at \$6,000)	\$6,000.00
Partner Portal - Online Travel Industry Partner Engagement Development & Annual Subscription Added to floridasadventurecoast.com (\$4,000 Annual Licensing Fee)	\$4,000.00
Floridasadventurecoast.com WordPress Hosting & Support Annual Subscription Managed and secure hosting for WordPress destination website, including 10h/monthly of web support.	\$14,000.00

**ANNUAL TOTAL YEARS 2 & 3      52,800.00**

Services to be billed on a Quarterly Basis.