



**LEE COUNTY**  
SOUTHWEST FLORIDA  
BOARD OF COUNTY COMMISSIONERS

John E. Manning  
*District One*

(239) 533-8881

Cecil L. Pendergrass  
*District Two*

7/7/16

Larry Kiker  
*District Three*

Brian Hamman  
*District Four*

Frank Mann  
*District Five*

Marty Bielecki  
SouthWest Direct  
2129 Andrea Lane  
Ft. Myers, FL 33912

Roger Desjarlais  
*County Manager*

Richard Wesch  
*County Attorney*

SUBJECT: RFP160096 – Lee County Visitor & Convention Bureau (VCB) Mail  
Fulfillment

Donna Marie Collins  
*County Hearing  
Examiner*

ENCLOSURE: Executed Copy of Service Provider Agreement

Dear Marty:

Enclosed is your executed copy of Service Provider Agreement for the project known as  
“RFP160096 – Lee County Visitor & Convention Bureau (VCB) Mail Fulfillment”.

The Contract No. is 7465 and must be on all invoices.

If you should have any questions, please give me a call.

Sincerely,

PROCUREMENT MANAGEMENT

Mary K. Patterson  
Procurement Buyer

C: FinanceOnBase@leeclerk.org

## **SERVICE PROVIDER AGREEMENT**

This SERVICE PROVIDER AGREEMENT is made and entered into this 01 day of May, 2016, between the Board of County Commissioners of LEE COUNTY, a political subdivision of the STATE OF FLORIDA hereinafter referred to as the "COUNTY", and **Southwest Direct** hereinafter referred to as the "PROVIDER".

### **WITNESSETH**

**WHEREAS**, the COUNTY desires to obtain the services of said PROVIDER as further described herein referred to as **RFP160096 Lee County Visitor & Convention Bureau (VCB) Mail Fulfillment**, and,

**WHEREAS**, the PROVIDER hereby certifies that it has been granted and possesses valid, current licenses to do business in the State of Florida and in Lee County, Florida, issued by the respective State Board and Government Agencies responsible for regulating and licensing the services to be provided and performed by the PROVIDER pursuant to this Agreement; and,

**WHEREAS**, the PROVIDER has reviewed the services required pursuant to this Agreement and is qualified, willing and able to provide and perform all such services in accordance with the provisions, conditions and terms hereinafter set forth.

**NOW, THEREFORE**, in consideration of the foregoing, and the terms and provisions as contained herein, the parties agree that a Contract shall exist between them consisting of the following:

### **ARTICLE 1.0 - SCOPE OF SERVICES**

PROVIDER hereby agrees to provide and perform the Services required and necessary to complete the services and work as set forth in EXHIBIT "A", entitled "SCOPE OF SERVICES", which is attached hereto and made a part of this Agreement.

### **ARTICLE 2.0 - DEFINITIONS**

2.1 COUNTY shall mean the Board of County Commissioners of Lee County, a political subdivision of the State of Florida, and all officials and employees.

2.2 PROVIDER shall mean the individual, firm or entity offering services which, by execution of this Agreement, shall be legally obligated, responsible, and liable for providing and performing any and all of the services, work and materials, including services and/or the work of subcontractors, required under the covenants, terms and provisions contained in this Agreement.

2.3 SERVICES shall mean all services, work, materials, and all related professional, technical and administrative activities that are necessary to perform and complete the services required pursuant to the terms and provisions of this Agreement.

2.4 ADDITIONAL SERVICES shall mean any additional services that the COUNTY may request and authorize, in writing, which are not included in the Scope of Services as set forth in Article 1.0 above.

2.5 CHANGE ORDER shall mean a written document executed by both parties to this Agreement setting forth such changes to the Scope of Services as may be requested and authorized in writing by the COUNTY.

2.6 SUPPLEMENTAL TASK AUTHORIZATION as used refers to a written document executed by both parties to an existing Professional Service Agreement, or Service Provider Agreement, setting forth and authorizing a limited number of Professional Services, tasks, or work. Such Supplemental Task Authorizations are consistent with and have previously been included within the scope of services in the initial Professional Services Agreement, or Service Provider Agreement, for which authorization has not been previously given or budgeted.

### ARTICLE 3.0 - OBLIGATIONS OF THE PROVIDER

The obligations of the PROVIDER with respect to all the Basic Services and Additional Services authorized pursuant to this Agreement shall include, but not be limited to the following:

3.1 LICENSES. The PROVIDER agrees to obtain and maintain throughout the terms of this Contract all such licenses as are required to do business in the State of Florida and in Lee County, Florida, including, but not limited to, licenses required by the respective State Boards and other governmental agencies responsible for regulating and licensing the services provided and performed by the PROVIDER.

3.2 QUALIFIED PERSONNEL. The PROVIDER agrees that when the services to be provided and performed relate to a professional service(s) which, under Florida Statutes, requires a license, certificate of authorization, or other form of legal entitlement to practice such services, to employ and/or retain only qualified personnel to be in charge of all Basic Services and Additional Services to be provided pursuant to this Agreement.

3.3 STANDARDS OF PROFESSIONAL SERVICE. The PROVIDER agrees to provide and perform all services pursuant to this Agreement in accordance with generally accepted standards of professional practice and, in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of governmental agencies which regulate or have jurisdiction over the services to be provided and/or performed by the PROVIDER.

### 3.4 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES

(1) Responsibility to Correct. The PROVIDER agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, reports, memoranda, other documents and other services, work and materials performed, provided, and/or furnished by PROVIDER. The PROVIDER shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in such data, studies and other services, work and materials resulting from the negligent act, errors or omissions or intentional misconduct of PROVIDER.

(2) County's Approval Shall Not Relieve Provider of Responsibility. Neither review, approval, nor acceptance by COUNTY of data, studies, reports, memoranda, and incidental professional services, work and materials furnished hereunder by the PROVIDER, shall in any way relieve PROVIDER of responsibility for the adequacy, completeness and accuracy of its services, work and materials. Neither the COUNTY'S review, approval or acceptance of, nor payment for, any part of the PROVIDER'S services, work and materials shall be construed to operate as a waiver of any of the COUNTY'S rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

### 3.5 LIABILITY - PROVIDER TO HOLD COUNTY HARMLESS.

The PROVIDER shall be liable and agrees to be liable for, and shall indemnify, defend and hold the COUNTY harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs, expert witness and professional consultation services, and attorneys' fees arising out of the PROVIDER'S errors, omissions, and/or negligence. The PROVIDER shall not be liable to, nor be required to indemnify the COUNTY for any portions of damages arising out of any error, omission, and/or negligence of the COUNTY, its employees, agents, or representatives.

3.6 NOT TO DIVULGE CERTAIN INFORMATION. PROVIDER agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without the COUNTY'S prior written consent, or unless incident to the proper performance of PROVIDER'S obligations hereunder, or as provided for or required by law, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed; any non-public information concerning the services to be rendered by PROVIDER, AND PROVIDER shall require all of its employees and subcontractor(s) to comply with the provisions of this paragraph.

3.7 RESPONSIBILITY FOR ESTIMATES. In the event the services required pursuant to this Agreement include the PROVIDER preparing and submitting to the COUNTY any cost estimates, the PROVIDER, by exercise of his experience and judgment shall develop its best cost estimates and shall be held accountable, responsible and liable for the accuracy, completeness, and correctness of any and all such cost estimates to the extent provided hereafter.

3.8 ADDITIONAL SERVICES. Should the COUNTY request the PROVIDER to provide and perform professional services under this contract which are not set forth in EXHIBIT "A", the PROVIDER agrees to provide and perform such ADDITIONAL SERVICES as may be agreed to in writing by both parties to this Agreement.

ADDITIONAL SERVICES shall be administered and executed as "CHANGE ORDERS" or "SUPPLEMENTAL TASK AUTHORIZATIONS" under the Agreement. The Provider shall not provide or perform, nor shall the COUNTY incur or accept any obligation to compensate the PROVIDER for any ADDITIONAL SERVICES, unless a written CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION shall be executed by the parties.

Each such CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION shall set forth a description of (1) the Scope of the ADDITIONAL SERVICES requested; (2) the basis of compensation; and (3) the period of time and/or schedule for performing and completing the ADDITIONAL SERVICES.

## ARTICLE 4.0 - COMPENSATION AND METHOD OF PAYMENT

4.1 BASIC SERVICES. The COUNTY shall pay the PROVIDER for all requested and authorized basic services rendered hereunder by the PROVIDER and completed in accordance with the requirements, provisions, and/or terms of this Agreement as set forth in EXHIBIT "B", which is attached hereto and made a part of this Agreement.

4.2 ADDITIONAL SERVICES. The COUNTY shall pay the PROVIDER for all ADDITIONAL SERVICES as have been requested and authorized by the COUNTY and agreed to in writing by both parties to this Agreement, and according to the terms for compensation and payment of said ADDITIONAL SERVICES as set forth in EXHIBIT "B".

#### 4.3 METHOD OF PAYMENT.

##### (1) MONTHLY STATEMENTS.

The PROVIDER shall be entitled to submit no more than one invoice statement to the COUNTY each calendar month covering services rendered and completed during the preceding calendar month. The PROVIDER'S invoice statement(s) shall be itemized to correspond to the basis of compensation as set forth in the Agreement or CHANGE ORDER(S) or SUPPLEMENTAL TASK AUTHORIZATION(S). The PROVIDER'S invoice statements shall contain a breakdown of charges, description of service(s) and work provided and/or performed, and, where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in the Agreement or in CHANGE ORDER(S) or SUPPLEMENTAL TASK AUTHORIZATION(S).

##### (2) PAYMENT SCHEDULE.

The COUNTY shall issue payment to the PROVIDER within thirty (30) calendar days after receipt of an invoice statement from the PROVIDER in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the COUNTY object or take exception to the amount of any PROVIDER'S invoice statement, the COUNTY shall notify the PROVIDER of such objection or exception with the thirty (30) calendar day payment period set forth hereinbefore. If such objection or exception remains unresolved at the end of said thirty (30) calendar day period, the COUNTY shall withhold the disputed amount and make payment to the PROVIDER of the amount not in dispute. Payment of any disputed amount will be resolved by the mutual agreement of the parties to this Agreement.

4.4 PAYMENT WHEN SERVICES ARE TERMINATED AT THE CONVENIENCE OF THE COUNTY. In the event of termination of this Agreement at the convenience of the COUNTY, the COUNTY shall compensate the PROVIDER for: (1) all services performed prior to the effective date of termination; (2) reimbursable expenses then due; and (3) reasonable expenses incurred by the PROVIDER in affecting the termination of services and work, and incurred by the submittal to the COUNTY of any documents.

4.5 PAYMENT WHEN SERVICES ARE SUSPENDED. In the event the COUNTY suspends the PROVIDER'S services or work on all or part of the services required by this Agreement, the COUNTY shall compensate the PROVIDER for all services performed prior to the effective date of suspension and reimbursable expenses then due and any reasonable expenses incurred or associated with, or as a result of such suspension.

4.6 NON-ENTITLEMENT TO ANTICIPATED FEES IN THE EVENT OF SERVICE TERMINATION, SUSPENSION, ELIMINATION, CANCELLATION AND/OR DECREASE IN SCOPE OF SERVICES. In the event the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased due to: (1) termination; (2) suspension in whole or in part; and (3) and/or are modified by the subsequent issuance of CHANGE ORDER(S), the PROVIDER shall not be entitled to receive compensation for anticipated professional fees, profit, general and administrative overhead expenses or for any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated, cancelled or decreased.

## ARTICLE 5.0 - TIME AND SCHEDULE OF PERFORMANCE

5.1 NOTICE TO PROCEED. Following the execution of this Agreement by both parties, and after the PROVIDER has complied with the insurance requirements set forth hereinafter, the COUNTY shall issue the PROVIDER a WRITTEN NOTICE TO PROCEED. Following the issuance of such NOTICE TO PROCEED the PROVIDER shall be authorized to commence work and the PROVIDER thereafter shall commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion.

5.2 TIME OF PERFORMANCE. The PROVIDER agrees to complete the services required pursuant to this Agreement within the time period(s) for completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in EXHIBIT "C", dated May 01, 2016, entitled "SCHEDULE OF PERFORMANCE", which EXHIBIT "C" is attached hereto and made a part of this Agreement.

Should the PROVIDER be obstructed or delayed in the prosecution or completion of its obligations under this Agreement as a result of causes beyond the control of the PROVIDER, or its sub-consultant(s) and/or subcontractor(s), and not due to their fault or neglect, the PROVIDER shall notify the COUNTY, in writing, within five (5) calendar days after the commencement of such delay, stating the cause(s) thereof and requesting an extension of the PROVIDER'S time of performance. Upon receipt of the PROVIDER'S request for an extension of time, the COUNTY shall grant the extension if the COUNTY determines the delay(s) encountered by the PROVIDER, or its sub-consultant(s) and/or subcontractor(s), is due to unforeseen causes and not attributable to their fault or neglect.

5.3 PROVIDER WORK SCHEDULE. The PROVIDER shall be required as a condition of this Agreement to prepare and submit to the COUNTY, on a monthly basis, commencing with the issuance of the NOTICE TO PROCEED, a PROVIDER'S WORK SCHEDULE. The WORK SCHEDULE shall set forth the time and manpower scheduled for all of the various phases and/or tasks required to provide, perform and complete all of the services and work required for completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in EXHIBIT "C", pursuant to this Agreement in such a manner that the PROVIDER'S planned and actual work progress can be readily determined. The PROVIDER'S WORK SCHEDULE of planned and actual work progress shall be updated and submitted by the PROVIDER to the COUNTY on a monthly basis.

5.4 FAILURE TO PERFORM IN A TIMELY MANNER. Should the PROVIDER fail to commence, provide, perform, and/or complete any of the services and work required pursuant to this Agreement in a timely and diligent manner, the COUNTY may consider such failure as justifiable cause to terminate this Agreement. As an alternative to termination, the COUNTY at its option may, upon written notice to the PROVIDER, withhold any or all payments due and owing to the PROVIDER, not to exceed the amount of the compensation for the work in dispute, until such time as the PROVIDER resumes performance of his obligations in such a manner as to get back on schedule in accordance with the time and schedule of performance requirements as set forth in this Agreement.

## ARTICLE 6.0 - SECURING AGREEMENT

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

## ARTICLE 7.0 - ASSIGNMENT, TRANSFER AND SUBCONTRACTS

The PROVIDER shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from: (1) the merger or consolidation of PROVIDER with a third party; or (2) the disestablishment of the PROVIDER'S professional practice and the establishment of the successor PROVIDER. Nor shall the PROVIDER subcontract any of its service obligations hereunder to third parties without prior written approval of the COUNTY. The PROVIDER shall have the right, subject to the COUNTY'S prior written approval, to employ other persons and/or firms to serve as subcontractors to PROVIDER in connection with the PROVIDER performing services and work pursuant to the requirements of this Agreement.

In providing and performing the services and work required pursuant to this Agreement, PROVIDER intends to engage the assistance of subcontractor(s) as set forth in EXHIBIT "D", entitled "PROVIDER'S ASSOCIATED SUBCONTRACTORS", which EXHIBIT "D" is attached hereto and made a part of this Agreement.

## ARTICLE 8.0 - APPLICABLE LAW

This Agreement shall be governed by the laws, rules and regulations of the State of Florida, or the laws, rules and regulations of the United States when providing services funded by the United States government.

## ARTICLE 9.0 - NON-DISCRIMINATION

The PROVIDER for itself, its successors in interest, and assigns, as part of the consideration thereof, does hereby covenant and agree that in the furnishing of services to the COUNTY hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. Should PROVIDER authorize another person, with the COUNTY'S prior written consent, to provide services to the COUNTY hereunder, PROVIDER shall obtain from such person a written agreement pursuant to which such person shall, with respect to the services which he is authorized to provide, undertake for himself the obligations contained in this Section.

## ARTICLE 10.0 - INSURANCE

### 10.1 INSURANCE COVERAGE TO BE OBTAINED

(1) The PROVIDER shall obtain and maintain such insurance or self-insurance as will protect him from: (1) claims under Workers' Compensation laws, Disability Benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of his employees including claims insured by usual personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property including loss or use resulting therefrom, any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of this Agreement, whether such services, work and operations be by the PROVIDER, its employees, or by any sub-consultant(s), subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

(2) The insurance protection set forth hereinabove shall be obtained for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

(3) The PROVIDER shall require, and shall be responsible for insuring, throughout the time that this Agreement is in effect, that any and all of its subcontractors obtains and maintains until the completion of that subcontractor's work, such of the insurance coverage's described herein and as are required by law to be provided on behalf of their employees and others.

(4) The PROVIDER shall obtain, have and maintain during the entire period of this Agreement all such insurance or a self-insurance program as set forth and required herein.

#### 10.2 PROVIDER REQUIRED TO FILE INSURANCE CERTIFICATE(S)

(1) The PROVIDER, within fourteen (14) calendar days from receipt of the COUNTY'S written Notice of Award, shall submit to the COUNTY all such insurance certificates or self-insurance program documentation as are required under this Agreement. Failure of the PROVIDER to submit such certificates and documents within the required time shall be considered cause for the COUNTY to find the PROVIDER in default and terminate the contract. Before the PROVIDER shall commence any service or work pursuant to the requirements of this Agreement, the PROVIDER shall obtain and maintain insurance coverage's of the types and to the limits specified hereinafter, and the PROVIDER shall file with the COUNTY certificates of all such insurance coverage's.

(2) All such insurance certificates shall be in a form and underwritten by an insurance company(s) acceptable to the COUNTY and licensed in the State of Florida.

(3) Each Certificate of Insurance or self-insurance program documentation shall be submitted to the COUNTY in triplicate.

(4) Each Certificate of Insurance shall include the following:  
(A) The name and type of policy and coverage's provided;  
(B) The amount or limit applicable to each coverage provided;  
(C) The date of expiration of coverage.  
(D) The designation of the Lee County Board of County Commissioners both as an additional insured and as a certificate holder. (This requirement is excepted for Professional Liability Insurance and for Workers' Compensation Insurance); and

#### ARTICLE 11.0 - INSURANCE COVERAGES REQUIRED

The CONSULTANT shall obtain and maintain the following insurance coverages as provided hereinbefore, and in the type, amounts and in conformance with the following minimum requirements:

##### (1) WORKERS' COMPENSATION

Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$100,000 per accident  
\$100,000 disease limit  
\$500,000 disease – policy limit



(2) COMMERCIAL GENERAL LIABILITY

Coverage must be afforded on a form no more restrictive than the last edition of the Commercial General Liability Policy filed by the Insurance Services Office. Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$500,000 per occurrence  
\$1,000,000 general aggregate  
\$500,000 products and completed operations  
\$500,000 personal and advertising injury

Coverage must include the following:

- (A) Contractual coverage applicable to this specific Agreement including any hold harmless and/or such indemnification agreement.

(3) BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy filed by the Insurance Services Office and must include the following:

- (A) Minimum limits of \$500,000.00 combined single limit (CSL).  
(B) Coverage shall include owned vehicles, hired and leased, or non-owned vehicles.

(4) ERRORS AND OMISSIONS

Coverage shall include professional liability insurance, to cover claims arising out of negligent acts, errors or omissions of professional advice or other professional services.

Coverage must include the following:

- (A) \$1,000,000 combined single limit (CSL) of BI and PD  
(B) Such additional requirements as are set forth in Articles 13.01 and 13.02 hereinabove.  
(C) Should the Professional Liability Insurance Policy issued pursuant to the above requirements and limits be written so as to provide an applicable deductible amount, or other exclusion or limitation as to the amount of coverage to be provided within the minimum coverage limits set forth above, the COUNTY shall hold the CONSULTANT responsible and liable for any such difference in the amount of coverage provided by the insurance policy. In the event of any such deductible amount, exclusion or limitation, the CONSULTANT shall be required to provide written documentation that is acceptable to the COUNTY establishing that the CONSULTANT has the financial resources readily available to cover damages, injuries and/or losses which are not covered by the policy's deductible amounts, exclusions and/or limitations as stated above.

\*The required minimum limit of liability shown in (2) Commercial General Liability and (3) Business Automobile Liability, may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."

#### ARTICLE 12.0 - DUTIES AND OBLIGATIONS IMPOSED ON THE PROVIDER

The duties and obligations imposed upon the PROVIDER by this Agreement and the rights and remedies available hereunder shall be in addition to, and not a limitation of, any otherwise imposed or available by law or statute.

#### ARTICLE 13.0 - OWNERSHIP AND TRANSFER OF DOCUMENTS

All documents such as payment records, notes, computer files, evaluations, reports and other records and data relating to the services specifically prepared or developed by the PROVIDER under this Agreement shall be the property of the PROVIDER until the PROVIDER has been paid for performing the services and work required to produce such documents.

Upon completion or termination of this Agreement, all of the above documents to the extent requested by the COUNTY shall be delivered to the COUNTY or to any subsequent PROVIDER within thirty (30) calendar days.

The PROVIDER, at its expense, may make and retain copies of all documents delivered to the COUNTY for reference and internal use.

#### ARTICLE 14.0 - MAINTENANCE OF RECORDS

The PROVIDER will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this Agreement. Said records and documentation will be retained by the PROVIDER for a minimum of five (5) years from the date of termination of this Agreement, or for such period as required by law.

The COUNTY and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the COUNTY deems necessary during the period of this Agreement, and during the period as set forth in the paragraph above; provided, however, such activity shall be conducted only during normal business hours of the PROVIDER and at the expense of the COUNTY.

#### ARTICLE 15.0 - HEADINGS

The headings of the Articles, Sections, Exhibits, and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Articles, Section, Exhibits and Attachments.

## ARTICLE 16.0 - ENTIRE AGREEMENT

This Agreement, including the referenced Exhibits and Attachments hereto, constitutes the entire Agreement between the parties hereto.

The following listed documents, which are referred to hereinbefore, are attached to and are acknowledged, understood and agreed to be an integral part of this Agreement:

- (1) EXHIBIT "A" entitled "Scope of Professional Services".
- (2) EXHIBIT "B" entitled "Compensation and Method of Payment".
- (3) EXHIBIT "C" entitled "Time and Schedule of Performance".
- (4) EXHIBIT "D" entitled "Consultant's Associated Sub-Consultant(s) and Sub-Contractor(s)".
- (5) EXHIBIT "E" entitled "Project Guidelines and Criteria".
- (6) EXHIBIT "F" entitled "Amendment to Articles".
- (7) EXHIBIT "G" entitled "Insurance". (Containing copies of applicable Certificates of Insurance)

## ARTICLE 17.0 - NOTICES AND ADDRESS

17.1 NOTICES BY PROVIDER TO COUNTY All notices required and/or made pursuant to this Agreement to be given to the PROVIDER to the COUNTY shall be in writing and shall be given by the United States Postal Service to the following COUNTY address of record:

Lee County Board of County Commissioners  
PO Box 398  
Fort Myers, FL 33902-0398  
Attention: Mary Tucker

NOTICES BY AUTHORITY TO PROVIDER All notices required and/or made pursuant to this Agreement to be given by the COUNTY to the PROVIDER shall be made in writing and shall be given by the United States Postal Service to the following PROVIDER'S address of record:

Southwest Direct  
2129 Andrea Lane  
Fort Myers, FL 33912  
Phone/Fax: (239)768-9588 / 768-0408  
Attention: Marty Bielecki, President  
Email : mbielecki@swdirect.com

17.2 CHANGE OF ADDRESS. Either party may change its address by written notice to the other party given in accordance with the requirements of this Article.

## ARTICLE 18.0 - TERMINATION

This Agreement may be terminated by the COUNTY at its convenience, or due to the fault of the PROVIDER, by giving thirty (30) calendar days written notice to the PROVIDER. If the PROVIDER is adjudged bankrupt or insolvent; if it makes a general assignment for the benefit of its creditors; if a trustee or receiver is appointed for the PROVIDER or for any of its property; or if it files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; or if it disregards the authority of the COUNTY'S designated representatives; or if it otherwise violates any provisions of this Agreement; or for any other just cause, the COUNTY may, without prejudice to any other right or remedy, and after giving the PROVIDER written notice, terminate this Agreement.

## ARTICLE 19.0 - MODIFICATIONS

Modifications to the terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed Supplemental Task Authorization(s) or CHANGE ORDER(S). In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written Supplemental Task Authorization(s) or CHANGE ORDER(S) shall take precedence.

## ARTICLE 20.00 – SEVERABILITY

If any word, phrase, sentence, part, subsection, or other portion of this Agreement, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement, and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force, and effect.

## ARTICLE 21.00 – VENUE

Venue for any administrative and/or legal action arising under this Agreement shall be in Lee County, Florida.

## ARTICLE 22.00 – NO THIRD PARTY BENEFICIARIES

Both parties explicitly agree, and this Agreement states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

ARTICLE 23.0 - ACCEPTANCE

Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the parties in the space provided.

**IN WITNESS WHEREOF**, the parties have executed this Agreement effective the day and year first written above.

ATTEST:

COUNTY: LEE COUNTY, FLORIDA

CLERK OF CIRCUIT COURT  
Linda Doggett, Clerk

BOARD OF COUNTY COMMISSIONERS

BY: Michelle Miller

BY: [Signature]  
**Dept Dir/County Manager/Chair**

DATE: 6/28/16



APPROVED AS TO FORM

BY: [Signature]  
County Attorney's Office

ATTEST:

SOUTHWEST DIRECT, INC.  
Firm

Nancy Christy  
(Witness)

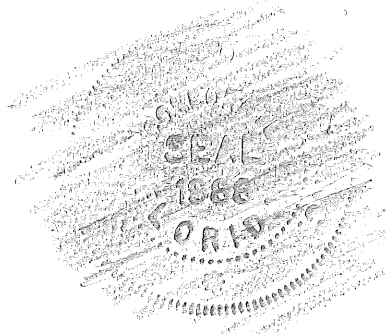
BY: [Signature]  
(Authorized Signature)

Dianna Combs  
(Witness)

MARY BIEVECKI, PRESIDENT  
(Printed Name & Title)

DATE: 6/20/16

CORPORATE SEAL:



Date: 05/01/2016

**SCOPE OF SERVICES**  
**FOR RFP160096 LEE COUNTY VISITOR & CONVENTION BUREAU (VCB) MAIL**  
**FULFILLMENT**

**BASIC SERVICES**

**Section 1. GENERAL SCOPE STATEMENT**

The PROVIDER shall provide and perform the following services, which shall constitute the GENERAL SCOPE of the BASIC SERVICES under the covenants, terms, and provisions of this SERVICE PROVIDER AGREEMENT.

**Section 2. TASKS**

Pursuant to the GENERAL SCOPE of the BASIC SERVICES stated herein above, the PROVIDER shall perform all services and/or work necessary to complete the following task(s) and/or provide the following item(s) which are enumerated to correspond to the task(s) and/or items set forth in EXHIBIT "B" entitled "COMPENSATION AND METHOD OF PAYMENT".

**Mail Fulfillment Database**

1. The provider shall develop and maintain a computerized application for data collection.  
The system must feature a current generation language rationale database and be capable of accommodating and identifying all types of inquiries in a single database. It must also be capable of recording and tracking multiple inquiries.
2. Provider shall ensure the hardware and software is proven to be reliable, readily available easily upgradable and easily maintained.
3. The Provider shall received secured transfer of data containing leads from service providers authorized by the VCB to perform this task.
4. The Provider shall receive and enter into the database information not limited to the following:
  - Name
  - Address (Mail and e-mail)
  - Telephone number
  - Media tracking information
  - Requested publication by publication number
  - The form this information was provided
5. Provider will dedupe leads from the same name and address against leads received in the previous 30 days.
6. The Provider, on quarterly basis, shall use National Change of Address (NCOA) to update the database.
7. The VCB shall own the database and the Provider cannot rent, lease, share or sell the information contained in the database.

## **Direct Mail**

Fulfillment of all consumer/trade inquiries shall include but not limited to, the mailing response of the official VCB Visitor Guide, printing and affixing labels, including additional inserts as requested, sorting and sealing in final preparation for mailing to the requestor. All inquiries will be coded and delivery point bar-coded to ensure the lowest possible postage rates and rapid delivery.

The Provider will have knowledge of Canadian and international mailing procedures, customs regulations, clearances and policies, and will apply this knowledge to fulfill inquiries from Canada and of other international origin.

The Provider shall complete mail fulfillment within 24 to 48 hours of receipt of the daily inquiry database from the call center/database maintenance function.

- a) Self mailer – bulk mailing service complete with zip sorting, typing, bagging and completion of postal paperwork and delivery to a Fort Myers Post Office location.
- b) Number 10 envelope – bulk mailing service including: inserting one or more pre-folded pieces, sealing, zip sorting, typing, bagging and complete paperwork and delivery to a Fort Myers Post Office location.
- c) Envelope 5 1/4" x 9" and/or other size – bulk mailing service including: inserting one or more pre-folded pieces, sealing, zip sorting, typing, bagging and complete paperwork and delivery to a Fort Myers Post Office location.

## **List Maintenance and Reports**

The provider shall receive a database of all new mail requests before the start of every business day. The database will arrive in electronic format from the designated call center/database maintenance function. Smooth transfer of this data will be coordinated with the send and mutual confirmation of complete transfer shall be documented. Provider shall sort data according to the methodology determined for research purposes and provide such data on electronically/digitally stored device, tape or CD within 48 hours of request by the VCB.

- a) Monthly fulfillment list maintenance – includes corrections, zip+4 services, cleansing and removal of duplications.
- b) Provider shall conduct daily download of inquiries.
- c) Provider shall produce monthly publication reports to be available that detail number of leads received during specific time period indicating lead source.
- d) Inventory report – Provider shall provide a monthly inventory report to the VCB of all collateral material at their facilities.

### **Storage**

The Provider will provide air conditioned storage sufficient to store all VCB material. Leased storage space and handling for all collateral, promotional material and bulk mail, inclusive of printed material for both VCB main and airport offices, as well as mail fulfillment operations.

### **Bulk Shipping**

Provider agrees to customize mailings and shipments on VCB promotional programs to include, but not limited to:

- a) Small box fulfillments to 199 pieces including: pick and pack, packing material, banding and preparation of label.
- b) Large box fulfillments to 200 or more pieces including: pick and pack, packing material, banding and preparation of label.
- c) Full box shipments including pulling and preparing labels.
- d) Box loose pack brochures, collateral and promotional items, including counting, box tape and marking.

### **Special Projects**

When authorized by the Project Coordinator, shall include but not restricted to special mailings and printing jobs as requested, special project date back development, providing labels and special delivery of requested data by the VCB. May included postage as a result of special mailings, travel agent information packaging and video fulfillment.

- a) Folding service
- b) Tabbing of mail pieces (one or two tabs)
- c) Copies (#20lb White or letterhead)
- d) Pallet shipments – Pick and pack charge and Commercial invoices
- e) Printing of customized envelopes

### **VCB Pick Up and Deliveries**

Upon request, the Provider will coordinate the pickup and delivery of materials needed that may include but not limited to, visitor guides, maps, posters, and promotional items. The VCB, when possible will provide 48 hours notice for special pickup and deliveries, as needed. This requests may include specific ground cargo, or local delivery trips, to or from the VCB main and airport offices.



### **Postage**

Postage shall be reimbursed to the Provider at the actual cost incurred as a result of Mail Fulfillment. Provider may request, on monthly basis, a reasonably estimated advance of expected postage expenses approved by the Project Coordinator. The advanced funds will be reconciled and deducted against actual postage expenses incurred as a result of Mail Fulfillment on monthly basis.

Date: 05/01/2016

**COMPENSATION AND METHOD OF PAYMENT**  
**FOR RFP160096 LEE COUNTY VISITOR & CONVENTION BUREAU (VCB) MAIL**  
**FULFILLMENT**

**Section 1. BASIC SERVICES/TASK(S)**

The COUNTY shall compensate the CONSULTANT for providing and performing the Task(s) set forth and enumerated in EXHIBIT "A", entitled "SCOPE OF PROFESSIONAL SERVICES", as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "A". In accordance with Agreement Article 5.02(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation in LS or NTE	If Applicable Indicate (W.I.P.P.)
	<b>See Attachment A to Exhibit B</b>	\$265,000.00	NTE	
<b>TOTAL</b> (Unless list is continued on next page)		\$265,000.00	NTE	

## Section 2. ADDITIONAL SERVICES

The COUNTY shall compensate the CONSULTANT for such ADDITIONAL SERVICES as are requested and authorized in writing for such amounts or on such a basis as may be mutually agreed to in writing by both parties to this Agreement. The basis and/or amount of compensation to be paid the CONSULTANT for ADDITIONAL SERVICES requested and authorized in writing by the COUNTY shall be as set forth in Article 3.11 of this Agreement.

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto dated Not applicable, entitled "CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE".

## Section 3. REIMBURSABLE EXPENSES AND COSTS

When the CONSULTANT'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the CONSULTANT shall, in addition to such hourly rates as are set forth in Attachment No. 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in ATTACHMENT NO. 2 hereto dated Not applicable, entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

**RFP160096**  
**LEE COUNTY VISITOR & CONVENTION BUREAU MAIL FULFILLMENT**

**Attachment A to Exhibit B**

Date: 5/01/2016

<b>DIRECT MAIL/FULFILLMENT – COMPONENT [B]</b>		
(a)Base Price (Self Mailer)	\$0.08	per piece
(b)Base Price (No. 10 Envelope)	\$0.17	per piece
(c)Base Price (Standard Packet)	\$0.17	per piece
(d)Base Price (Custom Packet)	\$0.21	per piece
<b>Options for (a), (b), (c) and (d)</b>		
Direct Impression Labeling	\$0.02	per piece
Printing Crack n' peel labels add	\$0.04	per piece
Metering	\$0.02	per piece
Additional Inserts	\$0.02	per piece
International Mailing	\$0.03	per piece
<b>List and Maintenance Reports</b>		
Monthly fulfillment list maintenance	\$0.03	per record per month
Daily download of inquiries		Included
Monthly publication reports	\$100.00	per month
Semi-monthly inventory report		Included
Travel Agent Help Desk data disk	\$10.00	each
Storage	\$20.00	per pallet per month
<b>Bulk Shipping:</b>		
Small box Fulfillments up to 199 pieces	\$2.00	per box
Large box Fulfillments 200 or more pieces	\$3.75	per box
Full box shipments	\$2.00	per box
Box loose pack brochures	\$40.00	per hour
Special projects	\$40.00	per hour
Folding Service	\$0.02	per piece
Printing projects		As Approved
<b>Tabbing of mail pieces</b>		
One Tab	\$0.02	per tab
Two Tabs	\$0.02	per tab
Copies	\$0.06	per side
Pallet Shipments	\$40.00	per hour
Duplicate Removal (non data base labels)	\$0.15	each
List Set Up Charge (non data base labels)	\$85.00	per list
Hand in-put of names (non data base labels)	\$0.25	per record
<b>VCB pick-up:</b>		
Local and VCB office deliveries	\$30.00	per hour
Daily pick-up at VCB	\$30.00	per hour
<b>Postage</b>		
U.S. Mail, DHL, UPS		Actual Cost

EXHIBIT CDate: 05/01/2016TIME AND SCHEDULE OF PERFORMANCE  
FOR RFP160096 LEE COUNTY VISITOR & CONVENTION BUREAU (VCB) MAIL  
FULFILLMENT

(Enter Project Name from Page 1 of the Agreement)

This EXHIBIT C establishes times of completion for the various phases and tasks required to provide and perform the services and work set forth in EXHIBIT "A" of this Agreement. The times and schedule of performance set forth hereinafter is established pursuant to Article 6.00 of this Agreement.

Phase and/or Task Reference As Enumerated in EXHIBIT "A"	NAME OR TITLE Of Phase and/Task	Number Of Calendar Days For Completion Of Each Phase And/or Task	Cumulative Number Of Calendar Days For Completion From Date of Notice to Proceed
	Agreement is for a period of one (1) year* with two additional one-year renewal options.		
	Year 1: 05/01/2016 – 09/30/2017* Year 2: 10/01/2017 – 09/30/2018 (renewal option one) Year 3: 10/01/2018 – 09/30/2019 (renewal option two)		
	<i>*Note: Year One of agreement consist of 17 months, May 1, 2016 thru September 30, 2017. Renewal options are at twelve (12) months each.</i>		

CMO:034  
09/25/01

Date: 05/01/2016

**CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S)  
FOR RFP160096 LEE COUNTY VISITOR & CONVENTION BUREAU (VCB) MAIL  
FULFILLMENT**

CONSULTANT has identified the following Sub-Consultant(s) and/or Sub-Contractor(s) which may be engaged to assist the CONSULTANT in providing and performing services and work on this Project:

(If none, enter the word "none" in the space below.)

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm	Disadvantaged, Minority or Women Business Enterprise. (If Yes, Indicate Type)			Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
		Yes	No	Type	Yes	No
	None					

CMO:035  
09/25/01

Date: 05/01/2016

PROJECT GUIDELINES AND CRITERIA  
FOR RFP160096 LEE COUNTY VISITOR & CONVENTION BUREAU (VCB) MAIL  
FULFILLMENT

The COUNTY has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and/or Requirements which shall serve as a guide to the CONSULTANT in performing the professional services and work to be provided pursuant to this Agreement:

(If none, enter the word "none" in the space below)

Item No. 1

None

CMO:036  
09/25/01

E 1 of E1

AMENDMENT TO ARTICLES

For: RFP160096 LEE COUNTY VISITOR & CONVENTION BUREAU (VCB) MAIL FULFILLMENT

For amending (i.e., changing, deleting from or adding to) the articles.

NOTE: Each Article to be amended should be set forth and described in such a manner as to clearly indicate what the proposed changes, deletions or additions are with respect to the present Article provisions, and should set forth the wording of the Article resulting from the Amendment. The following identification system should be followed: Indicate additional (new) words or phrases by inserting the words in the text and then underline, (i.e., Months) and indicated words or phrases in the text to be deleted by striking over (i.e. ~~Weeks~~).

THE PROVISIONS HEREBY SUPERCEDE ANY PROVISIONS TO THE CONTRARY CONTAINED ELSEWHERE IN THE ARTICLES OR EXHIBITS.

CMO:  
09/25/01





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/12/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lutgert Insurance - Fort Myers 12660 World Plaza Land, Bldg. 73 Fort Myers FL 33907		<b>CONTACT NAME:</b> Mary Retz <b>PHONE (A/C, No, Ext):</b> 239-418-2120 <b>FAX (A/C, No):</b> 239-936-8288 <b>E-MAIL ADDRESS:</b> mretz@lutgertinsurance.com		
<b>INSURED</b> Southwest Direct, Inc. 2129 Andrea Ln Fort Myers FL 33912		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		INSURER A :Auto-Owners Insurance Co.		18988
		INSURER B :Ohio Security Ins Co.		24082
		INSURER C :Ohio Casualty Ins. Co.		24074
		INSURER D :Underwriters at Lloyds		15792
		INSURER E :		
INSURER F :				

## COVERAGES

CERTIFICATE NUMBER: 329495424

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			BLS56065657	5/14/2016	5/14/2017	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
							MED EXP (Any one person)	\$15,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			9542247500	9/6/2015	9/6/2016	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b> <input type="checkbox"/>						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
C D	E & O Cyber Liability			PPO56065657 P1856NGP0114	5/14/2016 8/27/2015	5/14/2017 8/27/2016	Limit per Claim: Aggregate: Cyber Limit:	\$1,000,000 \$2,000,000 \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Cyber Liability is claims-made with retro date of 08/27/2015; Professional Liability is based on occurrence. Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are named as Additional Insured with respect to General Liability including products and completed operations.

## CERTIFICATE HOLDER

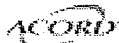
## CANCELLATION

LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
PO BOX 398  
FORT MYERS FL 33902

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*H.A. Humbert*



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
05/06/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> PAYCHEX INSURANCE AGENCY, INC. 150 SAWGRASS DRIVE ROCHESTER, NY 14620	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, NO. EXT):</b> 877-266-6850	<b>FAX (A/C, No):</b> 585-389-7426
<b>INSURED</b> Paychex Business Solutions LLC SOUTHWEST DIRECT INC 911 PANORAMA TRAIL SOUTH ROCHESTER, NY 14625-0397	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>NAIC #</b>	
	<b>INSURER A:</b> ILLINOIS NATIONAL INSURANCE COMPANY 23817	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			015722001	06/01/2016	06/01/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000.00
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000.00
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Worker's Compensation coverage is provided to only those employees leased to, but not subcontractors of the named insured.

**CERTIFICATE HOLDER**SOUTHWEST DIRECT INC  
2129 ANDREA LANE  
FORT MYERS, FL 33912**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

LEE COUNTY  
PROFESSIONAL SERVICE AGREEMENT/SERVICE PROVIDER AGREEMENT  
INVOICE STATEMENT

CN No.: \_\_\_\_\_ Contract No.: \_\_\_\_\_ Date: \_\_\_\_\_  
Project No.: \_\_\_\_\_

Payment No.: \_\_\_\_\_ (☐ W.I.P.P. ☐ Final) for Period \_\_\_\_\_ to \_\_\_\_\_

Project Name: \_\_\_\_\_

Attachments ☐ Yes ☐ No

PAYEE: Consultants Name: \_\_\_\_\_

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

City & State \_\_\_\_\_ ZIP CODE \_\_\_\_\_

INSTRUCTIONS

Warrant will be mailed to  
Consultant's mailing address given,  
unless special instructions are  
provided to the immediate left of  
these instructions.

Deliver Warrant: \_\_\_\_\_ Special Instructions - If Other than Mail \_\_\_\_\_

CONTRACTUAL FINANCIAL DATA

ORIGINAL PSA/SPA Amount

<b>PLUS:</b>	Change Order # _____	dated _____	_____	\$
	Change Order # _____	dated _____	_____	\$
	Change Order # _____	dated _____	_____	\$
	S.T.A. # _____	dated _____	_____	\$
	S.T.A. # _____	dated _____	_____	\$
	S.T.A. # _____	dated _____	_____	\$

Total Change Orders/S.T.A. ADDING to cost of Agreement ..... \$

<b>LESS:</b>	Change Order # _____	dated _____	_____	\$
	Change Order # _____	dated _____	_____	\$
	Change Order # _____	dated _____	_____	\$
	S.T.A.# _____	dated _____	_____	\$
	S.T.A. # _____	dated _____	_____	\$
	S.T.A. # _____	dated _____	_____	\$

Total Change Orders/S.T.A. SUBTRACTING from cost of Agreement ..... \$

Total Amount of Current PSA/SPA ..... \$

Total Amount Completed to Date ..... \$

Less Amounts Previously Invoiced ..... \$

Amount of this Invoice ..... \$

Total Amount Paid to DBE's from above ..... \$

Name of DBE(s): \_\_\_\_\_

Signed Project Manager: \_\_\_\_\_ Date: \_\_\_\_\_

Approved Dept/Div Director: \_\_\_\_\_ Date: \_\_\_\_\_

Approved Fiscal Person: \_\_\_\_\_ Date: \_\_\_\_\_

**CONTRACT REVIEW CHECKLIST****CONTRACT TYPE:** SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT**SUBJECT:** Project known as: RFP160096 Lee County Visitor & Convention Bureau (VCB) Inquiry Processing/Call Centerbetween Lee County and Southwest Direct, Inc.**Reference:** Department Director approval:  
County Administrator approval:

Reference: Board action approving contract/agreement

May 3, 2016 Agenda Item No. 15.

The subject contract is forwarded herewith for review and/or endorsements:

(1) By the Director of \_\_\_\_\_

Project Sponsoring Department

- ☐ Recommending execution  
☐ Not recommending execution for the following reason(s)

Date received \_\_\_\_\_ Date returned/forwarded \_\_\_\_\_

Signed \_\_\_\_\_

(2) By Procurement Management

- ☒ Recommending execution  
☐ Not recommending execution for the following reason(s)

Date received 6/20/16 Date returned/forwarded \_\_\_\_\_Signed Mary Patterson

(3) By the Risk Management

- ☒ Recommending execution  
☐ Not recommending execution for the following reason(s)

Date received June 22, 2016 Date returned/forwarded June 23, 2016Signed Wm Diaz

(4) By the County Attorney

- ☒ Recommending execution  
☐ Not recommending execution for the following reason(s)

Date received 6-23-16 Date returned/forwarded 6-23-16Signed [Signature](5) **DEPARTMENT DIRECTOR, COUNTY MANAGER, BOARD**(6) Clerks Office, Minutes Department mm 6/28/16(7) **PROCUREMENT MGMT.** 6/28/16 m.p.

<b>Blue Sheet No.</b> <b>20160218</b>	<b>Lee County Board Of County Commissioners</b> <b>Agenda Item Report</b> <b>Meeting Date: 5/3/2016</b>	<b>Item No. 15</b>
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**TITLE:**

Award contracts for Visitor and Convention Bureau call center and direct mail services

**ACTION REQUESTED:**

A) Award Proposal RFP160096 VCB Inquiry Processing and Fulfillment to the number one (1) ranked proposers as follows: Component A - Inbound Call Center Phone Service to Faneuil, Inc. (\$85,000); and Component B - Fulfillment Services to Southwest Direct, Inc. (\$265,000) at the expenditure amount as budgeted annually by VCB for these services.

B) Approve the initial term of these Service Provider Agreements for seventeen months (17) and grant the Procurement Director the authority with County Administration's approval to renew the proposal for two (2) additional one (1) year periods with the same terms and conditions, if doing so is in the best interest of Lee County.

C) Approve retroactively expenditures in the amount of \$98,247 made under Purchase Order Number 16334620 to Southwest Direct, Inc., for fulfillment services provided during the solicitation period and subsequent contract negotiations.

D) Authorize Chair to execute the contracts associated with this acquisition on behalf of the BoCC upon receipt.

**FUNDING:**

\$350,000; Tourist Development Tax; Included in Budget; Tourism

Component A: Inquiry Processing, Faneuil, Inc.: \$85,000

Component B: Mail Fulfillment, Southwest Direct, Inc.: \$265,000

HB5520317400.503490.119

**WHAT ACTION ACCOMPLISHES:**

Awards contracts to Faneuil, Inc., and Southwest Direct, Inc., to provide call center and direct mail services for the Visitor & Convention Bureau (VCB). This action provides the VCB with two experienced firms to ensure timely and courteous responses to inquiries from tourists interested in making travel plans to Lee County. The initial term of these agreements will be for seventeen (17) months with two (2) renewal options for a single year each.choice.

**MANAGEMENT RECOMMENDATION:**

Approve.

<b>Requirement/Purpose: (specify)</b>	<b>Request Initiated</b>
<input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Admin Code AC-4-1 <input type="checkbox"/> Other	<b>Commissioner:</b> <b>Department:</b> VISITOR AND CONVENTION BUREAU <b>Division:</b> No Divisions <b>By:</b> Tamara Pigott
<b>Background:</b>	

<b>Required Review:</b>					
Tamara Pigott	Thelma Davis	Peter Winton	Robert Franceschini	Michael D. Jacob	Glen Salyer
VISITOR AND CONVENTION BUREAU	Budget Analyst	Budget Services	Purchasing	County Attorney	County Manager

The VCB submitted a request to Procurement Management to process a written specification for Inquiry Processing and Fulfillment, setting forth all requirements of RFP160096 and made available to all interested vendors. Informal written bids were handled by Procurement staff. The first posting was unsuccessful due to the lack of vendors meeting the specified qualifications. The VCB requested proposers meet specified qualifications, including price components, direct mail, and bulk shipping. The solicitation was subsequently re-posted on January 4, 2016 by Procurement Management.

On the established deadline of January 12, 2016, Procurement Management received a total of three (3) Qualification Statements/Sealed Cost Proposals.

The Evaluation Committee consisted of Pamela Johnson, VCB, Nancy Huber, VCB, Berta Maldonado, VCB, and Brandon Scribner, Animal Services. They met on March 25, 2016, to evaluate the proposal packages. Based upon the criteria outlined in the proposal specifications package, the Evaluation Committee ranked the firms as follows:

Component A Inbound Telemarketing Phone Service:

- 1) Faneuil, Inc.,
- 2) Phase V of Florida, LLC

Component B Fulfillment Services:

- 1) Southwest Direct, Inc.
- 2) Phase V of Florida, LLC.

It is recommended that the award be made to the Number 1 ranked service providers meeting all proposal requirements, Faneuil, Inc. for Component A and Southwest Direct, Inc. for Component B.

#### Attachments

- 1) Final Ranking Sheets
- 2) Tabulation Sheet
- 3) Draft Service Provider Agreement Exhibits
- 4) Faneuil, Inc. Proposal
- 5) Southwest Direct, Inc. Proposal



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/12/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lutgert Insurance - Fort Myers 12660 World Plaza Land, Bldg. 73 Fort Myers FL 33907	<b>CONTACT NAME:</b> Mary Retz		
	<b>PHONE (A/C, No, Ext):</b> 239-418-2120 <b>FAX (A/C, No):</b> 239-936-8288 <b>E-MAIL ADDRESS:</b> mretz@lutgertinsurance.com		
<b>INSURED</b> Southwest Direct, Inc. 2129 Andrea Ln Fort Myers FL 33912	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A :Auto-Owners Insurance Co.		18988
	INSURER B :Ohio Security Ins Co.		24082
	INSURER C :Ohio Casualty Ins. Co.		24074
	INSURER D :Underwriters at Lloyds		15792
	INSURER E :		
INSURER F :			

## COVERAGES

CERTIFICATE NUMBER: 329495424

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BLS56065657	5/14/2016	5/14/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			9542247500	9/6/2015	9/6/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C D	E & O Cyber Liability			PPO56065657 P1856NGP0114	5/14/2016 8/27/2015	5/14/2017 8/27/2016	Limit per Claim: \$1,000,000 Aggregate: \$2,000,000 Cyber Limit: \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

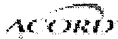
Cyber Liability is claims-made with retro date of 08/27/2015; Professional Liability is based on occurrence. Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are named as Additional Insured with respect to General Liability including products and completed operations.

## CERTIFICATE HOLDER

## CANCELLATION

LEE COUNTY BOARD OF COUNTY COMMISSIONERS PO BOX 398 FORT MYERS FL 33902	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)

05/06/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> PAYCHEX INSURANCE AGENCY, INC. 150 SAWGRASS DRIVE ROCHESTER, NY 14620	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, NO. EXT):</b> 877-266-6850	<b>FAX (A/C, No):</b> 585-389-7426
<b>INSURED</b> Paychex Business Solutions LLC SOUTHWEST DIRECT INC 911 PANORAMA TRAIL SOUTH ROCHESTER, NY 14625-0397	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> ILLINOIS NATIONAL INSURANCE COMPANY	<b>NAIC #</b> 23817
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	015722001	06/01/2016	06/01/2017	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000.00 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000.00 E.L. DISEASE - POLICY LIMIT \$ 1,000,000.00

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

Worker's Compensation coverage is provided to only those employees leased to, but not subcontractors of the named insured.

**CERTIFICATE HOLDER**SOUTHWEST DIRECT INC  
2129 ANDREA LANE  
FORT MYERS, FL 33912**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

**AUTHORIZED REPRESENTATIVE**



## INSURANCE REQUIREMENTS

**Minimum Insurance Requirements:** *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:
  - \$500,000 per occurrence
  - \$1,000,000 general aggregate
  - \$500,000 products and completed operations
  - \$500,000 personal and advertising injury
  
- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:
  - \$500,000 combined single limit (CSL)
  - \$300,000 bodily injury per person
  - \$500,000 bodily injury per accident
  - \$300,000 property damage per accident
  
- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:
  - \$100,000 per accident
  - \$100,000 disease limit
  - \$500,000 disease — policy limit

\*The required minimum limit of liability shown in a; b; c; may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."

**Verification of Coverage:**

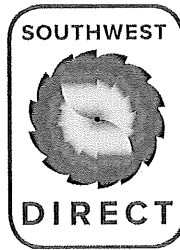
1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:
  - a. The certificate holder shall read as follows:

Lee County Board of County Commissioners  
P.O. Box 398  
Fort Myers, Florida 33902
  - b. *“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials”* will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.

**Special Requirements:**

1. An appropriate "Indemnification" clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

SouthWest Direct, Inc.  
2129 Andrea Lane  
Fort Myers, Florida 33912



Corporate:  
Toll Free 800.968.5798  
239.768.9588 • Fax 239.768.0408  
www.swdirect.com

## RESOLUTION GRANTING SIGNING AND AUTHORITY TO CONDUCT BUSINESS

WHEREAS, the Corporation desires to grant signing authority to certain person(s) described hereunder.

RESOLVED, that the Board of Directors is hereby authorized and approved to grant signing and authority to conduct business to any one of the following person(s): Marty Bielecki, Danielle Correnti. The foregoing signing and authority granted shall include, but shall not be limited to, the execution of

Deeds, powers of attorneys, transfers, assignments, contracts, obligations, certificates, and other instruments of whatever nature entered into by this Corporation.

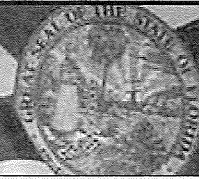
The undersigned hereby certifies that he is the duly elected and qualified Secretary and the custodian of the

Books and records and seal of Southwest Direct, Inc., a corporation duly formed pursuant to the laws of the state of Florida and that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors and that said meeting was held in accordance with state law and the Bylaws of the above-named Corporation on July 6, 2016, and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this July 6<sup>th</sup>, 2016.

Anthony D. Correnti  
Secretary,  
Southwest Direct, Inc.

FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS



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Southwest Direct

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## Detail by Entity Name

### Florida Profit Corporation

SOUTHWEST DIRECT, INC.

### Filing Information

Document Number	M79386
FEI/EIN Number	65-0053670
Date Filed	05/02/1988
Effective Date	04/29/1988
State	FL
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	03/26/1999
Event Effective Date	NONE

### Principal Address

2129 ANDREA LANE  
FORT MYERS, FL 33912

Changed: 04/14/2001

### Mailing Address

2129 ANDREA LANE  
FORT MYERS, FL 33912

Changed: 04/14/2001

### Registered Agent Name & Address

CORRENTI, ANTHONY D  
8516 VIA LUNGOMARE CIRCLE #203  
ESTERO, FL 33928

Name Changed: 08/29/1989

Address Changed: 02/16/2010

### Officer/Director Detail

Name & Address

Title P

CORRENTI, ANTHONY D.  
2129 ANDREA LANE  
FORT MYERS, FL 33912

## Annual Reports

Report Year	Filed Date
2014	01/13/2014
2015	01/14/2015
2016	02/19/2016

## Document Images

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<a href="#">05/02/2002 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/14/2001 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/18/2000 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/26/1999 -- Name Change</a>	<a href="#">View image in PDF format</a>
<a href="#">03/25/1999 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/01/1998 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/22/1997 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/01/1996 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/01/1995 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>

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State of Florida, Department of State