



John E. Manning
District One

(239) 533-8881

Cecil L Pendergrass
District Two

October 18, 2016

Larry Kiker
District Three

Mr. Jerry Terp

Brian Hamman
District Four

Owner

Frank Mann
District Five

747 Harrison Street
Anonka, MN 55303

Roger Desjarlais
County Manager

SUBJECT: RFP160364 MEETING SALES REPRESENTATION – MIDWEST
USA

Richard Wm. Wesch
County Attorney

Donna Marie Collins
Hearing Examiner

Dear Mr. Terp:

The original executed copy of the Agreement for the project known as "Meeting Sales Representation – Midwest USA" is being sent to you under separate cover.

Please consider this as your Notice to Proceed.

If you should have any questions, please contact our office at the above number.

Sincerely,
PROCUREMENT MANAGEMENT

A large, stylized handwritten signature in black ink, appearing to read "R. Franceschini".

Robert D. Franceschini
Procurement Manager

C: Project File

**AGREEMENT FOR
MEETING SALES REPRESENTATION – MIDWEST USA**

THIS AGREEMENT ("Agreement") is made and entered into as of the date of execution by both parties, by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Jerry Terp, 747 Harrison Street, Anoka MN 55303, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase professional sales services from the Vendor in connection with "Meeting Sales Representation – Midwest USA" (the "Purchase"); and,

WHEREAS, the County issued a solicitation, RFP160364 on May 13, 2016; and,

WHEREAS, the County evaluated the responses received and found the Vendor qualified to provide the necessary services; and,

WHEREAS, the County posted a Notice of Intended Decision Proposal Action on June 28, 2016; and,

WHEREAS, the Vendor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms.

NOW, THEREFORE, the County and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

I. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all products and services for the Purchase in accordance with the Project Scope of Services made part of this Agreement as Exhibit A, attached hereto and incorporated herein. Vendor shall comply strictly with all of the terms and conditions of RFP160364, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.

II. TERM AND DELIVERY

- A. This Agreement shall commence immediately upon execution by both the County and the Vendor, and shall continue for a period of one (1) year. The County reserves the right to renew this Agreement for up to two (2) additional one (1)-year periods, upon the mutual written agreement of both parties.

- B. A Purchase Order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

III. COMPENSATION AND PAYMENT

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to RFP160364, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any work under this Agreement until receipt of a purchase order from the County. Vendor acknowledges and agrees that no minimum order or amount of product or work is guaranteed under this Agreement and County may elect to issue no purchase orders. If a purchase order is issued, the County reserves the right to amend, reduce, or cancel the purchase order in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of nonappropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, §218.70, et seq. F.S., upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.

- B. The Vendor shall submit an invoice for payment to the address indicated on the purchase order on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B) that were provided during that invoicing period.
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

V. ADDITIONAL PURCHASES

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.
- B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

VI. LIABILITY OF VENDOR

- A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.
- B. This section shall survive the termination or expiration of this Agreement.

VII. VENDOR'S INSURANCE

- A. Vendor shall procure and maintain insurance as specified in Exhibit C, Insurance Requirements, attached hereto and made a part of this Agreement.

B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of B+ Class VII or better. No changes are to be made to these specifications without prior written specific approval by County Risk Management.

VIII. RESPONSIBILITIES OF THE VENDOR

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with §119.0701, F.S., with regard to public records, and shall:
- 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
 - 2) provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

- 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, <http://www.leegov.com/publicrecords>.

- E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.

IX. OWNERSHIP OF PRODUCTS

It is understood and agreed that all products provided under this Agreement shall become the property of the County upon acceptance by the County.

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement.

- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

XI. COMPLIANCE WITH APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

XII. TERMINATION

- A. The County shall have the right at any time upon fifteen (15) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
- C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

XIII. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.

- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

XIV. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The Vendor shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation) without the prior written consent of the County, except that claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.
- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- E. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be

construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

- F. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- G. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative:	County's Representatives:
Name: <u>JERRY TERP</u>	Names: <u>Roger Desjarlais</u> <u>Mary Tucker</u>
Title: <u>OWNER</u>	Titles: <u>County Manager</u> <u>Director of Procurement Management</u>
Address: <u>747 HARRISON ST</u> <u>ANDOLA, MN 55303</u>	Address: <u>P.O. Box 398</u> <u>Fort Myers, FL 33902</u>
Telephone: <u>763-427-7593</u>	Telephone: <u>239-533-2221</u> <u>239-533-8881</u>
Facsimile: <u>763-576-3916</u>	Facsimile: <u>239-485-2262</u> <u>239-485-8383</u>
E-mail: <u>JERRY.TERP@</u> <u>ENRATLINK.NET</u>	E-Mail: <u>rdesjarlais@leegov.com</u> <u>mtucker@leegov.com</u>

- H. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- I. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- J. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
1. Agreement
 2. County's Purchase Order
 3. RFP160364
 4. Vendor's Submittal in Response to RFP160364

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last below written.

WITNESS:

Signed By: _____

Print Name: _____

[Signature]
Megan Kapinos

JERRY TERP

Signed By: _____

Print Name: _____

Title: _____

Date: _____

[Signature]
JERRY TERP, JR.
OWNER
8/19/16

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____

CHAIR

DATE: _____

[Signature]
09/29/2016

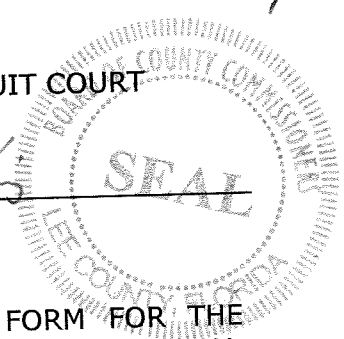
ATTEST:

CLERK OF THE CIRCUIT COURT

Linda Doggett, Clerk

BY: _____

DEPUTY CLERK



APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

BY: _____

OFFICE OF THE COUNTY ATTORNEY

[Signature]

EXHIBIT A SCOPE OF SERVICES

GENERAL SCOPE

The Vendor shall identify, foster and develop trade relationships within the meeting and incentive trade industry in the Midwestern markets of Minnesota, Michigan, Wisconsin, Ohio, Indiana, Missouri, Nebraska, North Dakota, South Dakota, Kansas, and Iowa ("assigned territory"). The Vendor will develop, execute, and deliver a comprehensive program designed for the group sales, meetings, and conventions market that supports tourism to Lee County and generates increased demand for the destination.

The Vendor will be responsible for sales and marketing activities that promote Lee County to meeting planners as a destination for conventions, meetings, and trade show conferences. The Vendor will maintain a high degree of face-to-face presence with industry planners, decision makers and key influencers. The VENDOR will handle accounts of all sizes that fit the destination, achieving specific goals as assigned while working closely with the County's Visitor & Convention Bureau (VCB) to pursue and close business.

The Vendor will evaluate, develop, and execute integration of the VCB's annual marketing campaigns into the Midwestern market. The Vendor will provide insight and recommendations on how to include the meetings market travel trade into the proposed plan.

The Vendor will report on a monthly basis any competitive strategies and efforts that may be taking place in the Midwest territory.

TASKS

During the term of the agreement, the Vendor will provide the following travel trade services that include, but are not limited to:

Direct Sales

- Serve as the primary contact for the VCB based in the Midwest USA area.
- Establish The Beaches of Fort Myers and Sanibel in the Midwest territory as a desirable destination for meetings and conventions while positioning it to successfully compete for market share with other highly recognized destinations.
- Develop and implement an annual sales plan that supports activities mentioned in the overview section. The plan shall include a proposed budget, recommended promotional activity and suggested advertising recommendations.
- Research and generate convention and hotel bookings to achieve the assigned sales goals for room nights, client contacts, sales leads, and outside sales calls.
- Generate meeting leads that will benefit individual hotels in Lee County.
- Develop and deliver bid presentations to site selection committees, convention delegates, or board of directors, to present The Beaches of Fort Myers & Sanibel as a meeting destination.

EXHIBIT A SCOPE OF SERVICES

- Prospect for new business utilizing industry membership directories, Simpleview database, and other information.
- Organize promotional opportunities that foster awareness of The Beaches of Fort Myers & Sanibel area as a meeting destination.
- Coordinate and conduct VIP site inspections for visiting organizations showcasing hotels, facilities, attractions, and destination aspects of interest to meeting planner clients.
- Assist partner hotels and attractions with organizing client visits, appointments, and transportation when visiting the Midwest territory.

Networking/Communications

- Maintain a well-informed knowledge of all hotels, attractions, and services, both public and private available in Lee County.
- Develop and maintain a close working relationship with personnel from each accommodation and facility; act as a liaison between meeting planners and the hospitality community
- Attend conferences, trade shows, and VIP events and networking meetings to promote convention business, which can also include pre-planning, target marketing, pre/post mailers, and all booth arrangements for tradeshow as directed.
- Develop and maintain work related and social relationships with meeting planner, and association management clients, potential clients and suppliers.
- Participate in creating a budget and marketing plan for the Midwest territory.
- Communicate and work closely with colleagues in the VCB on action plans to promote the Lee County area as a premiere meeting destination and to increase meeting business to the community.
- Provide recommendations for content on VCB's web site (meetings) under the direction of Lee VCB staff liaison(s).

Administrative & Customer Service

- Assist meeting planners with referrals to Conference Services Manager, or other service providers.
- Respond to all RFP's within a 24-hour period.
- Maintain an awareness of competitors' products, promotions, and industry issues that influence sales
- Establish rapport with VCB main office and Sales team and industry partners. Plan a minimum of three (3) annual visits to the destination, for "face time" with industry partners.
- Provide regular monthly reports of activities which will include: a list of sales calls conducted with pertinent discussion points; general market summary and trend information to include economic conditions; competitor observations and perceptions of the Beaches of Fort Myers & Sanibel brand; trade shows, sales activities, or events attended or conducted; and lead generation; and a summary of contacts made, requests and inquiries serviced during reporting period.

EXHIBIT A
SCOPE OF SERVICES

- Provide one telephone line listed in the name of the VCB and respond to calls received by answering "The Beaches of Fort Myers & Sanibel" as the official greeting.
- Required to also have the capability of keeping a supply of Lee County VCB collateral materials in office for distribution to clients.
- Forward all consumer information requests to the VCB's mail fulfillment house for processing in a prompt manner.

Measurements and Accountability

- Work with VCB staff and leadership to develop and meet annual goals and objectives designed to increase in visitation from the Midwest territory to Lee County, FL for the purpose of "meetings" business. The Director of Sales The following minimum performance measures will be reported to the VCB on a monthly basis.
 - Conduct 100 client contacts (telephone calls, email, trade show appointments, etc.) per month and enter all activities into the assigned CRM system.
 - Conduct a minimum of 10 outside sales calls per month.
 - Generate a minimum of 15 sales leads per month.
 - Generate a minimum 500 room nights booked per month to meet an annual goal of 6,200 room nights per year for the FY 2016-2017. For subsequent years, this goal may be adjusted by the COUNTY.
 - Conduct a minimum of two (2) familiarization tours to Lee County from assigned territory annually.
 - Attend an annual sales team retreat as directed by the COUNTY.
- Enter all account information (leads, contacts, traces, and notes) generated through all activities paid for and on behalf of the Lee County VCB into the Simpleview CRM system on a monthly basis.

Provide, on a monthly basis, detailed records of expenditures, appropriate invoices, and verification of exchange rates for proper reimbursement, as detailed by the Lee County procurement/travel/entertainment policy.

EXHIBIT B FEE SCHEDULE

For all services and work products described in Exhibit A, the County agrees to pay the Vendor as provided below. Total payments under this Agreement shall not exceed \$175,000.00 annually.

Vendor Retainer/Service Fee

The County shall pay the Vendor a total of \$118,800.00 annually in 12 equal monthly installments of \$9,900.00 disbursed in the month prior to the work being performed.

Reimbursable Expenses

In addition to the Vendor's service fee, the County shall reimburse the Vendor, in an annual amount not to exceed \$56,200.00, for expenses resulting directly from the Vendor's work under this Agreement as described in Exhibit A, including, but not limited to, expenses related to networking events and client sales calls; client entertainment; travel expenses related to tradeshow, familiarization tours, sales missions, site inspections, and monthly local industry meetings; and postage/shipping when needed to ship promotional materials to large events.

Reimbursable expenses are subject to approval by the County. The Vendor will submit a request for reimbursement no less than monthly which shall include a description of the expense, an explanation of the Vendor's related business activities, and a complete copy of the receipt. The County will review each request to verify the legitimacy of the expense(s) and reserves the right to reject any requests for expenses not directly related to the Vendor's work on behalf of the County.

All approved expenses will be reimbursed at actual cost except for meals and incidentals associated with travel expenses. Meals and incidental expenses shall be reimbursed at the per diem rates established by the General Services Administration.

Lodging

Accommodation reservations will be made by the Vendor in a timely manner in order to obtain the best rates possible.

Transportation

- Air travel requires prior authorization by the County and a travel approval form must be submitted with the reimbursement request for such expenses. The County will reimburse approved air travel for economy class only. Air travel must be booked by the Vendor within five (5) business days of receiving travel approval from the County.

EXHIBIT B
FEE SCHEDULE

- Actual receipts for all ground transportation are required. This includes vehicle rental (rental, insurance and fuel charges), taxi service, train tickets, rail passes, busses, etc.

EXHIBIT C INSURANCE REQUIREMENTS

Minimum Insurance Requirements: Lee County Risk Management in no way represents that the insurance required is sufficient or adequate to protect the Vendor's interest or liabilities. The following are the required minimums the Vendor must maintain throughout the duration of this Agreement. 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."

EXHIBIT C INSURANCE REQUIREMENTS

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/28/2016

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).

PRODUCER
MARSH ADVANTAGE AMERICA/PHS
543148 P: (877) 616-7474 F: (888) 443-6112
PO BOX 33015
SAN ANTONIO TX 78265

CONTACT NAME:	
PHONE (A/C, No, Ext): (877) 616-7474	FAX (A/C, No): (888) 443-6112
E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE	
NAIC#	
INSURER A: Hartford Casualty Ins Co	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
JERRY TERP
11844 VINTAGE ST NW
MINNEAPOLIS MN 55433

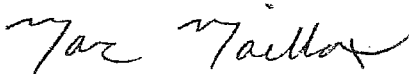
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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	
A	X	COMMERCIAL GENERAL LIABILITY	X		54 SBM IN3754	03/12/2016	03/12/2017	EACH OCCURRENCE	\$1,000,000
		<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR General Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:							
A	X	AUTOMOBILE LIABILITY		X	54 SBM IN3754	03/12/2016	03/12/2017	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
		ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS							
		UMBRELLA LIAB						EACH OCCURRENCE	\$
		EXCESS LIAB						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEL <input type="checkbox"/> RETENTION \$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/IN OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE-EA EMPLOYEE \$ E.L. DISEASE-POLICY LIMIT \$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Those usual to the Insured's Operations. Certificate Holder is an additional insured as their interest may appear.


CERTIFICATE HOLDER
Lee County Board of Commissioners
Attn: The Beaches of Fort Myers
Janibel
2201 2ND ST STE 600
FORT MYERS, FL 33901

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.
AUTHORIZED REPRESENTATIVE


A.M. Best Rating Services

Rating Search:

[Advanced Search](#)

 [Print this page](#)

Hartford Casualty Insurance Company (?)

A.M. Best #: 002229 NAIC #: 29424 FEIN #: 060294398

Administrative Office

One Hartford Plaza
Hartford, CT 06155-0001
[United States](#)

[View Additional Address Information](#)



Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

Web: www.thehartford.com

Phone: 860-547-5000

Based on A.M. Best's analysis, [058707 - Hartford Financial Services Group Inc](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

Best's Credit Ratings

Financial Strength Rating [View Definition](#)

Rating:	A+ (Superior)
Affiliation Code:	p (Pooled)
Financial Size Category:	XV (\$2 Billion or greater)
Outlook:	Stable
Action:	Affirmed
Effective Date:	June 17, 2016
Initial Rating Date:	June 30, 1930

Long-Term Issuer Credit Rating [View Definition](#)

Long-Term:	aa-
Outlook:	Stable
Action:	Affirmed
Effective Date:	June 17, 2016

Blue Sheet No. 20160495	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 9/20/2016	Item No. 10
-----------------------------------	----------------------------------------------------------------------------------------------------------------	--------------------

TITLE:

Award contract for meeting sales promotion representation in the Midwest USA to Jerry Terp

ACTION REQUESTED:

A) Approve the recommendation of award by the Evaluation Committee via super majority vote for Request for Proposal No. RFP160364, Meeting Sales Promotion Representation – Midwest USA, to Jerry Terp.

B) Approve award of Request for Proposal No. RFP160364, Meeting Sales Promotion Representation – Midwest USA, to Jerry Terp to provide meeting sales promotion representation in the Midwestern region of the United States on behalf of the Visitor and Convention Bureau commencing on October 1, 2016 for an initial term of one year. The initial term is one year and the negotiated contract price for Fiscal Year 2016-2017 is not to exceed \$175,000.00.

C) Authorize the Chair to execute the contract documents on behalf of the Board of County Commissioners.

D) Grant the Director of Procurement Management, with the approval of County Administration, the authority to renegotiate and execute renewals of this contract for two additional, one-year periods at the annual adopted budget amount, if doing so is in the best interest of Lee County.

FUNDING:

\$175,000.00; Tourist Development Tax; Included in Budget; Tourism

HB5520317400.503490

WHAT ACTION ACCOMPLISHES:

Approves the evaluation committee recommendation of award and authorizes the execution of a contract with Jerry Terp for Request for Proposals No. RFP160364 Meeting Sales Promotion Representation – Midwest USA in an amount not to exceed \$175,000 for FY 2016/2017. Provides the Visitor and Convention Bureau (VCB) with an experienced representative to identify, foster and develop trade relationships with the meeting and incentive trade in the Midwestern region of the United States.

MANAGEMENT RECOMMENDATION:

Approve

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

Background:

Required Review:					
Tamara Pigott	Tamara Pigott	Andrea R. Fraser	Mary Tucker	Lori Borman	Mike Figueroa
VISITOR AND CONVENTION BUREAU	VISITOR AND CONVENTION BUREAU	County Attorney	Purchasing	Budget Analyst	Risk
Peter Winton	Glen Salyer				
Budget Services	County Manager				

The Lee County VCB is the official marketing and promotional agency for visitation to Lee County. The organization brands and markets the area as The Beaches of Fort Myers & Sanibel and is funded by the 5% tourist tax on short term accommodations commonly known as the bed tax. The VCB contracts with a professional and experienced representative to identify, foster and develop trade relationships with the meeting and incentive trade in the Midwest markets of Minnesota, Michigan, Wisconsin, Ohio, Indiana, Missouri, Nebraska, North Dakota, South Dakota, Kansas and Iowa.

On the established deadline of June 16, 2016, Procurement received one proposal. The proposal was considered at the Proposal Evaluation Committee meeting on June 28, 2016. When only one proposal is received, the committee may elect to accept it under Section 6 of the Lee County Procurement Management Contract Manual. During the evaluation process, the Proposal Evaluation Committee considered criteria as listed in the solicitation, including meetings and conventions industry experience, personnel/resources, strategic sales and marketing plan, and cost. On the basis of the information submitted in the proposal, it was the consensus of the committee to recommend to the Board the award to Jerry Terp via super majority vote.

Jerry Terp is the incumbent vendor currently providing Lee County with meeting sales promotion representation in the Midwest under Contract No. 6476, which expires on September 30, 2016. The services provided by Jerry Terp have been valuable to Lee County and effective at furthering the goals of the VCB for overall meeting promotion efforts in the Midwest region. In 2015, the Midwest region was responsible for approximately 14,000 group room nights into Lee County.

The contract term will be for one year effective October 1, 2016 through September 30, 2017. The County reserves the right to renew the contract (or any portion thereof) for one additional, one-year period upon mutual agreement of both parties and under the same terms and conditions.

- 1) Evaluation Meeting Minutes with Super Majority Vote Sign-Off
- 2) Proposed Contract