

Contract: 8483

BOARD: 9-17-19 (27)

**AGREEMENT FOR
TOURISM REPRESENTATION IN CANADA**

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 VoX International, Inc., a Canadian corporation, whose address is 130 Queens Quay East, Suite 1200, West Tower, Toronto, Ontario M5A 0P6 Canada, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase professional tourism representation for the Canadian market from the Vendor in connection with "Lee County Visitor & Convention Bureau Tourism Representation in Canada"; and,

WHEREAS, the County issued Solicitation No. RFP190199BAW on March 22, 2019 (the "Solicitation"); and,

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

WHEREAS, the County posted a Notice of Intended Decision Proposal Action on May 30, 2019; 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 the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement to the extent that it does not conflict with the remainder of the Agreement.

II. TERM AND DELIVERY

A. This Agreement shall commence on October 1, 2019 and shall continue for a period of one (1) year with the option of two (2) additional one (1) year renewals, subject to mutual written agreement of both parties.

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 the Solicitation, 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 services under this Agreement until receipt of written authorization from the County. Vendor acknowledges and agrees that no minimum order or amount of product or service is guaranteed under this Agreement and County may elect to request no products or services. If the County authorizes delivery of products or performance of services, the County reserves the right to amend, reduce, or cancel the authorization 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 non-appropriation 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 (30) 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, Section 218.70, Florida Statutes, 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 County 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 must possess a current A.M. Best's Financial Strength Rating of "B or better." No changes are to be made to these specifications without prior written specific approval by County Risk Management. To the extent multiple insurance coverages and/or County's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors identifying the County as an additional named insured shall be primary.

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 Section 119.0701, Florida Statutes, 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) upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in 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, publicrecords@leegov.com; <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. Any change or substitution to the Vendor's key personnel must receive the County's written approval before said changes or substitution can become effective.

- 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 unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the 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 thirty (30) 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 a claim or dispute including, but not limited to, actual periods 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 provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and 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 failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. 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.
- F. 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.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. 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>Susan Webb</u>	Names:	<u>Roger Desjarlais</u>	<u>Mary Tucker</u>
Title:	<u>President</u>	Titles:	<u>County Manager</u>	<u>Director of Procurement Management</u>
Address:	<u>130 Queens Quay East, Suite 1200, West Tower Toronto, Ontario M5A 0P6 Canada</u>	Address:	<u>P.O. Box 398 Fort Myers, FL 33902</u>	
Telephone:	<u>416.935.1896</u>	Telephone:	<u>239-533-2221</u>	<u>239-533-8881</u>
Facsimile:	<u>416.935.0939</u>	Facsimile:	<u>239-485-2262</u>	<u>239-485-8383</u>
E-mail:	<u>Susan@VoXinternational.com</u>	E-Mail:	<u>rdesjarlais@leegov.com</u>	<u>mtucker@leegov.com</u>

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

[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: [Signature]
Signed By: [Signature]
Print Name: Rita Spizurki

VoX International, Inc.
Signed By: [Signature]
Print Name: SUSAN WEBB
Title: PRESIDENT
Date: July 5, 2019

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: [Signature]
Acting CHAIR
DATE: 9/20/19

ATTEST:
CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY: [Signature]
DEPUTY CLERK



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

BY: [Signature]
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A SCOPE OF SERVICES

In full accordance with the Solicitation and this Agreement, the Vendor shall provide the County's Visitor and Convention Bureau (VCB) with professional tourism representation from the Canadian Market. Vendor shall provide expertise in assisting with the development and implementation of a Strategic Sales and Marketing Plan that integrates the marketing disciplines of sales, marketing, and public relations to create brand awareness for Lee County / The Beaches of Fort Myers & Sanibel to consumers and the travel trade in Canada.

Objectives & Services:

- The Vendor shall develop and maintain strong trade relationships with top wholesalers, retail travel agencies, airlines, and the meetings and incentive market, and/or develop tactical campaigns to promote Lee County, Florida and increase destination visibility through press articles, news, trade shows, feature stories, etc. The Vendor shall solicit and secure interested partners to provide Lee County brand exposure to their staff and clients. The Vendor shall develop, as part of the Strategic Sales and Marketing Plan, a Fully Integrated Concept directed toward the travel trade with all details provided in a written brief that shall meet the VCB's established criteria for acceptance. This shall include coordination, whenever possible, with the VCB's public relations, marketing, and promotions principals.
- Annually, the VCB develops and executes marketing campaigns. The Vendor shall be the resource to evaluate, develop, and execute the Fully Integrated Concept, thus providing insight and recommendations on how to include Canada travel trade into the proposed Strategic Sales and Marketing Plan.
- The Vendor's Account Manager and support staff are required to be located in the target market area. The Company does not need to be located within the target area, however the Vendor shall carry out the VCB's current Strategic Marketing Plan, provided herein and achieve the following goals:
 - I. Build brand awareness of Lee County's vast Tourism Product;
 - II. Facilitate and increase the number of leisure travelers to Lee County from Canada, and
 - III. Increase the average length of stay of visitors to Lee County from Canadian visitors.
- The Vendor shall develop a Strategic Sales and Marketing Plan that enhances the position of Lee County tourism to key travel trade and media outlets in Canada. The Vendor shall create a plan that accomplishes the following:
 - I. Improved and expanded knowledge of Lee County's Tourism Product by key travel trade to increase share of featured product and sales accomplished through marketing initiatives including, but not limited to sales

missions, road shows, sales calls, trainings, trade shows, and familiarization (fam) tours.

- II. A public relations strategy that facilitates media relations with key journalists and media that ultimately secures placement across broadcast, digital, print and social media channels to reinforce Lee County's position as a desirable destination to visit.
 - III. The Strategic Sales and Marketing Plan shall be fully developed with final plan provided to the Lee County VCB within 60 calendar days of the Agreement commencement date. Final Strategic Sales and Marketing Plan must include the Fully Integrated Concept details.
- The Vendor shall report on a monthly basis any competitive strategies and efforts that may be taking place in Canada. During the term of the Agreement, the representative shall be required to provide the following travel trade services that include, but are not limited to: Sales and Marketing, Public Relations, and Measurements and Accountability. The following articles provide some details of the services to be provided under each travel trade service category.

The Vendor shall perform the following tasks:

SALES AND MARKETING:

- Serve as the primary contact for the Lee County VCB in the target area of Canada.
- Conduct an annual audit of how well the Lee County Tourism Product (including air service development) is represented in the Canada market; to include tour operator production.
- Develop and implement an Annual Travel Trade Plan, as part of the overall Sales and Marketing Plan that supports activities mentioned herein. The plan shall recommend promotional activity and provide suggest advertising recommendations.
- Identify and recommend sales and marketing opportunities in addition to potential partnerships in Canada.
- Create and maintain strong relationships with tour operators, travel agents, airlines, meeting professionals, call centers and press.
- Prepare, host, and complete monthly sales calls and presentations to key accounts in the target area.
- Coordinate sales missions, and sales calls when requested during the contract period, to include airline participation, function organization, and invitations to industry representatives. The function shall include, but is not limited to: meals, press conferences, seminars, workshops, presentations, and other activities and logistics.
- Coordinate and attend key industry trade shows, product launches, and seminars.
- Coordinate in market presentations and seminars in partnership with tour operators, airlines, and wholesalers to educate the travel industry in assigned territory about the destination.
- Manage the day-to-day activities on all tour operator and travel agent accounts in territory through the VCB's Customer Relationship Management (CRM) program,

Simpleview, for the purpose of ensuring quality bookings for the local hospitality community.

- Work with local industry hotel partners to coordinate an in-market sales mission to key cities and provinces within the Lee County VCB target area.
- Initiate, develop itineraries, and escort familiarization trips to destination for selected tour operators, travel agents, meeting and incentive trade during the contract period. The Vendor shall obtain airline participation (seats) and qualify participants.
- Conduct quarterly tour operator reservation trainings within the target area.
- Identify and participate in industry travel trade and consumer trade shows to represent Lee County in the target area.
- Establish The Beaches of Fort Myers & Sanibel in the assigned target area as a desirable destination for holiday travel, while positioning it to successfully compete for market share with other highly recognized destinations.
- Establish rapport with VCB staff and industry partners. Plan a minimum of one (1) annual visit to the destination for in-person meeting with industry partners and destination training.
- Work with VCB liaison to develop training and destination presentations used in Canada for both travel trade and media.

MARKETING:

- Provide assistance and support to consumer advertising campaigns. The Vendor shall be a resource for review and evaluation for the campaign and provide insights and recommendations on how to include the travel trade in the plan.
- Assist the VCB by providing translations of trade material for distribution where appropriate.
- Provide direction for VCB marketing materials such as holiday guides, digital, e-mail blasts, etc.
- Analyze state, national, and international tourism plans; complete an inventory of Visit Florida and Brand USA plans in Canada, to identify areas of coordination.
- Coordinate marketing activities in the target area in consultation with designated VCB staff liaison(s).
- Provide assistance and support to consumer advertising campaigns and social media initiatives in the Canadian market.
- Assist in the development of an effective communication messaging strategy by working with the VCB's advertising agency of record to review creative and provide recommendations on campaign elements.
- Assist in the implementation of advertising and coop marketing programs that shall showcase the destination in the target area.
- Provide recommendations for content on VCB's web site (consumer and travel trade) under the direction of VCB staff liaison(s).
- Maintain a supply of VCB collateral materials in appropriate office supporting the target area.

ADMINISTRATIVE:

- Provide regular monthly reports of activities which shall include at minimum:
 - I. A list of sales and media calls conducted with pertinent discussion points.
 - II. General market summary and trend information to include economic conditions.
 - III. Competitor observations and perceptions of The Beaches of Fort Myers & Sanibel brand.
 - IV. Trade shows, sales activities and public relations activities, or events attended or conducted.
 - V. Tour operator/wholesale program development and lead generation on a quarterly basis.
 - VI. A summary of contacts made, requests and inquiries serviced during reporting period.

- Maintain and update the Lee County VCB Simpleview CRM database of Canadian tour operators, travel agents as well as incentive, airline, key contacts and media to be updated daily, weekly, and monthly.

- Maintain inventory of Lee County VCB collateral material (including hotels, attractions and other Lee County hospitality partners) for distribution to travel trade clients.

- Ensure a dedicated account executive assigned to Lee County / The Beaches of Fort Myers & Sanibel account that is fluent in English inclusive of both verbal and written communication.

PUBLIC RELATIONS - MEDIA COMPONENT:

- Under the direction of VCB staff, develop an ongoing media relations strategy for the target area.
- Maintain on-going media relations with journalists in identified target area.
- Write or translate and distribute news releases/e-newsletters on a quarterly basis in coordination with VCB staff.
- Aggressively pitch The Beaches of Fort Myers & Sanibel stories to the Canadian media.
- Work with VCB staff to service journalist requests for materials, images, etc.
- Assist in the development and execution of media events and activities.
- Initiate, develop itineraries and escort media press trips for qualified journalists.
- Assist with media promotions and social media campaigns.

- Develop a media list of journalists in Canada that shall become a proprietary database for Lee County. Only media interested in the Florida destination and more specifically in the region of The Beaches of Fort Myers and Sanibel area shall be included in this database.
- Track editorial coverage and provide updated information each month. Report impressions generated per publication in Canada on a monthly basis.

- Keep the VCB informed on travel issues and trends that may affect marketing initiatives.
- Assist with issues management/crisis communications.
- Quarterly review of annual PR plan with VCB staff to ensure proper budget forecasting.

ADMINISTRATIVE

- Provide regular monthly reports of activities which shall include at minimum:
 - I. A list of media calls conducted with pertinent discussion points.
 - II. Tourism statistical data, industry news from Canada, as well as general market summary and trend information to include economic conditions.
 - III. Competitor observations and perceptions of The Beaches of Fort Myers & Sanibel.
 - IV. Public relations activities or events attended or conducted.
 - V. A summary of contacts made, requests and inquiries serviced during reporting period.

MEASUREMENTS AND ACCOUNTABILITY

- Work with VCB staff and leadership to develop and meet annual goals and objectives designed to increase in visitation from Canada to Lee County, Florida.
- Reach or exceed mutually-agreed on public relations goals.
- Identify and schedule a minimum of twelve (12) journalists from target area to visit Lee County annually.
- Achieve a minimum of 24 million impressions in editorial coverage from target area for Lee County.
- Coordinate one (1) media event with top tier journalists to generate highest number of impressions in order to achieve annual goal.
- Perform, at minimum, three (3) sales calls to tour operators, airlines, retail agents on a monthly basis.
- Conduct a minimum of three (3) tour operator reservation trainings annually.
- Identify and participate in a minimum of eight (8) travel trade and consumer trade show events in the target area to represent the destination.
- Organize, coordinate, and escort a minimum of one (1) familiarization tours to Lee County from the target area annually.
- Enter leads and contacts generated through all activities paid for and on behalf of the Lee County VCB into the Simpleview CRM system on a monthly basis at minimum.
- Provide detailed records of expenditures, appropriate invoices, and verification of exchange rates for proper reimbursement, as detailed by Florida State Statute 112.061 – Per Diem and Travel Expenses of Public Officers, Employees, and Authorized Persons.
- Notify VCB liaison of any staff changes. Prior approval shall be obtained before acting on behalf of The Beaches of Fort Myers and Sanibel and destination training is mandatory.

TRAVEL EXPENSES BILLING AND REIMBURSEMENT

- The Vendor shall be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs for travel when performing services under this Agreement. All requests for reimbursement must be accompanied by copies of receipt(s) or other reasonable documentation showing payment by the Vendor.
- All approved expenses will be reimbursed at actual cost except for meals, mileage and gratuity, which shall be reimbursed as further described below.
- Meals shall be paid in accordance with the most recent USGSA Code per Florida Statute 112.061 (specific travel reimbursement amounts will be based on location). For areas not included on the USGSA list, the closest city in the region will be used.
- Breakfast-when travel begins before 6:00 A.M. and extends beyond 8:00 A.M.
- Lunch-when travel begins before 12:00 noon and extends beyond 2:00 P.M.
- Dinner-when travel begins before 6:00 P.M. and extends beyond 8:00 P.M. or when travel occurs during nighttime hours due to special assignment.
- Mileage shall be paid pursuant to USGSA Code, and said rate shall be amended from time to time to be consistent with the USGSA Code change.
- Travel expenses of travelers shall be limited to those expenses necessarily incurred by them in the performance of a public purpose authorized by law to be performed by the Vendor.
- In reference to man-hours spent in travel times, is considered incidental to the work and not an extra compensable expense has been excluded and does not apply to this solicitation or associated Agreement.
 - Vendor is not entitled to hourly compensation for time spent traveling.

TIPS & GRATUITIES

- Pursuant to Florida Administrative Code Rule 69 1-42.010, tips and gratuities are reimbursable as follows (and as updated time to time by the State of Florida).
 - I. Taxi - actual tips not to exceed 15% of fare.
 - II. Mandatory valet parking, not to exceed \$1.00 per occasion, and incurred in performance of public business.
 - III. Portage - not to exceed \$1.00 per bag or total of \$5.00.

PRICING AND FEES

- Under this Agreement the VCB expects to cover the below tasks and associated costs in lieu of the Vendor. This list is not intended to be all inclusive and is subject to change at the sole discretion of the County. Vendor shall exclude such fees from proposal pricing provided to County.
- Lee County VCB shall provide to the Vendor one (1) Simpleview subscription (1 user name and password access) in order to fulfill the Simpleview requirements of this contract inclusive of any renewals. Any additional subscriptions shall be purchased by or billed to the Vendor.
- VCB Trade Show Registrations

- Below table provides the proposed FY19-20 Show Participation / Sales Calls and estimated costs to be paid for by the VCB and Vendor. All show costs are estimates and subject to higher or lower costs.

See table on following page.

VCB TRADE SHOW REGISTRATIONS
Proposed FY19-20
Show Participation / Show Calls

ACTIVITY	DETAILS/LOCATION	MONTH	LEE COUNTY VCB COST	CONTRACTOR REIMBURSABLES
WestJet Expo	Ottawa	October	1,500	500
International Tourism & Travel Show (SITV)	Largest three day consumer travel show in Montreal	October	\$3,000	\$1,500
Sales Mission	Travel trade and media events, sales calls, training in Calgary and Toronto	November		15,000
Maritime Travel Staff Conference	Mandatory conference for all Maritime staff across Canada. Includes trade show and trainings	November	\$1,000	\$1500
Outdoor Adventure Show	Toronto's largest outdoor adventure consumer show	February	\$2,000	\$300
Travel & Vacation Show	Ottawa's premier consumer show	March	\$1,600	\$1,200
Outdoor Adventure Show	Montreal's largest outdoor consumer adventure show	April	\$2,000	\$1,400
WestJet Travel Expos	WestJet Vacations product launch in Toronto and surrounding area	April	\$4,000	\$1,000
TravelBrands Appreciation Events	TravelBrands agent trade show in Toronto, Ottawa, Montreal	May	\$3,500	\$1,500
Sunwing Product Launch	Sunwing Toronto product launch to support the land product	May	\$1,500	\$100
Society of Incentive Travel Executives (SITE) Canada	Meetings, education day, social events	Quarterly		500
Discover America Canada	Chapter Meetings	Quarterly		500
		Total	\$20,100	\$25,500

SPECIAL CONDITIONS

1. CONFLICT OF INTEREST

1.1. The Vendor agrees, during the term of the Agreement, not to divulge, furnish or make available to any third person, Vendor, or organization, without the County's prior written consent, or unless incident to the proper performance of Vendor'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 the Vendor, and Vendor shall require all of its employees and subcontractor(s)/sub consultant(s) to comply with the provisions of this paragraph.

2. INDEPENDENT CONTRACTOR NOTICE

2.1. The Vendor, in performing services specified herein, shall act at all times as an independent contractor and shall control the work and the manner in which it is performed. The Vendor is not to be considered an agent or employee of the County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits the County provides its employees. In the event the County exercises its right to terminate this agreement pursuant to terms provided herein, the Vendor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

**EXHIBIT A
KEY PERSONNEL**

NAME	TITLE
Susan Webb	Account Director
Jeanett Faria	Account Manager
Gerlinde Perera	VP Client Services
Shahfreen Elavia	Public Relations Manager
Renee Wilson	Account Executive Quebec
Lea-Ann Goltz	Account Executive Western Canada

EXHIBIT B FEE SCHEDULE

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

Vendor Retainer/Service Fee

The County shall pay the Vendor a total of \$99,000.00 USD annually in 12 monthly installments of \$8,250.00 USD

Reimbursable Expenses

In addition to the Vendor's service fee, the County shall reimburse the Vendor in an annual amount not to exceed \$76,000.00 USD, for expenses resulting directly from the Vendor's work under this Agreement as described in Exhibit A, including, but not limited to:

- The Vendor will be reimbursed for reasonable (economy class); allowable travel and transportation expenses (i.e. airfare, per diem, mileage, and hotel) based on the approved plan.
- Entertainment expenses
- Stationary and business cards (provided by Lee County VCB)
- Distribution/shipping/storage of materials as required
- Telephone, courier, postage, cell phone usage for Lee County business
- Cost of producing promotional material (creative, printing) based on quotes submitted
- Co-op marketing
- Trade / consumer participation
- Media purchasing
- Press clipping monitoring services

Reimbursable expenses are subject to approval by the County. Unallowable reimbursement includes, but is not limited to travel rewards or benefits programs which are considered non-transferable. The Vendor shall submit a request for reimbursement no less than monthly which shall include a description of the expense, and explanation of the Vendor's related business activities, and a complete copy of the detailed receipt. The County will review each request to verify the legitimacy of the expense(s) and reserves the right to reject any request for expenses not directly related to the Vendor's work on behalf 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 USGA.

EXHIBIT C INSURANCE REQUIREMENTS



Lee County 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:
 - \$1,000,000 per occurrence
 - \$2,000,000 general aggregate
 - \$1,000,000 products and completed operations
 - \$1,000,000 personal and advertising injury

"The required minimum limit of liability shown in a. 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."

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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.