



Advertise Date: 4/29/2016

**Lee County Board of County Commissioners
DIVISION OF PROCUREMENT MANAGEMENT**

Request for Proposal (RFP) (Non-CCNA)

Solicitation No.:	RFP 160338/RDF		
	Meeting Sales Promotion Representation – Northeast		
Solicitation Name	USA		
Open Date/Time:	5/18/2016	Time:	2:30 PM
Location:	Lee County Procurement Management 1500 Monroe Street 4th Floor Fort Myers, FL 33901		
Procurement Contact:	Bob Franceschini	Title	Purchasing Manager
Phone:	(239) 533-8881	Email:	rfranceschini@leegov.com
Requesting Dept.	VCB		
Pre-Solicitation Meeting:			
Type:	No meeting scheduled at this time		
Date/Time:	N/A		
Location:	N/A		

All solicitation documents are available for download at
www.leegov.com/procurement



4/29/2016

Notice to Proposers

RFP#160338/RDF Meeting Sales Promotion Representation – Northeast USA

REQUEST FOR PROPOSAL

Lee County, Fort Myers, Florida, is requesting proposals from qualified individuals/firms for
Meeting Sales Promotion Representation – Northeast USA

Then and there to be publicly opened and read aloud for the purpose of selecting a vendor to furnish; all necessary labor, services, materials, equipment, tools, consumables, transportation, skills and incidentals required for Lee County, Fort Myers, Florida, in conformance with proposal documents, which include technical specifications and/or a scope of work.

Those individuals/firms interested in being considered for (RFP) are instructed to submit, in accordance with specifications, their proposals, pertinent to this project prior to

2:30 PM Wednesday, May 18, 2016

to the office of the **Procurement Management Director, 1500 Monroe Street, 4th Floor, Fort Myers, Florida 33901**. The Request for Proposal shall be received in a sealed envelope, prior to the time scheduled to receive proposals, and shall be clearly marked with the solicitation name, solicitation number, proposer name, and contact information as identified in these solicitation documents.

The Scope of Services for this RFP is available from www.leegov.com/procurement. Vendors who obtain scope of services from sources other than www.Leegov.com/procurement are cautioned that the solicitation package may be incomplete. The County's official bidders list, addendum(s) and information must be obtained from www.Leegov.com/procurement. It is the proposers responsibility to check for posted information. The County may not accept incomplete proposals.

There will be no Pre-proposal Conference for this RFP

It has been determined that the specifications and scope of work within this solicitation are adequate to describe the product or services being requested. A pre-proposal conference and site visit has not been scheduled for this solicitation. Questions regarding this Request for Proposal are to be directed, in writing, to the individual listed below using the email address listed below or faxed to (239) 485 8383 during normal working hours.

Bob Franceschini rfranceschini@LeeGov.com

Sincerely,

Mary G. Tucker, CPPO, FCPM, FCCN
Procurement Management Director

*WWW.LeeGov.Com/Procurement is the County's official posting site

GENERAL CONDITIONS

Sealed Proposals will be received by the DIVISION OF PROCUREMENT MANAGEMENT, until the time and date specified on the cover sheet of this "Request for Proposal", and opened immediately thereafter by the Procurement Management Director or designee.

Any question regarding this solicitation should be directed to the Procurement Contact listed on the cover page of this solicitation.

1) SUBMISSION OF PROPOSAL:

- a) Proposals must be sealed in an envelope, and the outside of the envelope must be marked with the following information:
 - i) The envelope exterior: (label included in forms section)
 - (1) Marked with the words "Sealed Proposal"
 - (2) Name of the firm submitting the quotation
 - (3) Title of the proposal
 - (4) Proposal number
 - ii) The envelope shall include:
 - (1) One (1) original hard copy of the proposal submittal
 - (2) Six (6) electronic CD ROM or flash drive sets of the proposal submittal
 - (a) One single adobe PDF file and should be copied **in the same order as the original hard copy.**
 - (b) Limit the color and number of images to avoid unmanageable file sizes.
 - (c) Use a rewritable CD and **do not lock files.**
 - (d) If a cost/bid schedule was provided, the completed schedule should be included as a Microsoft Excel file on the CD-ROM or flash drive.
- b) Proposals are to include the following:
 - i) The completed Proposal/Quote Form. Proposal must be properly signed and where applicable corporate and/or notary seals.
 - ii) Required forms
 - iii) All other pertinent documentation required in the Request for Proposal.

- 2) **PROPOSALS RECEIVED LATE:** It is the proposer's responsibility to ensure that the proposal is received by the Division of Procurement Management prior to the opening date and time specified. Any proposal received after the opening date and time will be promptly returned to the proposer unopened. Lee County will not be responsible for proposals received late because of delays by a third party delivery service; i.e., U.S. Mail, UPS, Federal Express, etc.
- 3) **PROPOSAL CALCULATION ERRORS:** In the event there is a discrepancy between the total quoted amount or the extended amounts and the unit prices quoted, the unit prices will prevail and the corrected sum will be considered the quoted price.
- 4) **PAST PERFORMANCE:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.). Poor or unacceptable past performance may result in bidder disqualification.
- 5) **WITHDRAWAL OF PROPOSAL:** No proposal may be withdrawn for a period of 90 days after the scheduled time for receiving proposals. A proposal may be withdrawn prior to the proposal-opening date and time. Such a request to withdraw must be made in writing to the Procurement Management Director, who will approve or disapprove of the request.
- 6) **COUNTY RESERVES THE RIGHT:** The County reserves the right to exercise its discretion, to waive minor informalities in any proposal; to reject any or all proposals with or without cause; and/or to accept the proposal that in its judgment will be in the best interest of the County of Lee.

7) EXECUTION OF PROPOSAL: All proposals shall contain the signature of an authorized representative of the proposer in the space provided on the proposal form. All proposals shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the proposal shall be initialed.

8) ACCEPTANCE:

- a) The materials and/or services delivered under the proposal **shall** remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the County and is deemed to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event the materials and/or services supplied to the County are found to be defective or do not conform to specifications, the County reserves the right to cancel the order upon written notice to the seller and return such product to the seller at the seller's expense.

9) RULES, REGULATIONS, LAWS, ORDINANCES & LICENSES:

- a) The awarded vendor shall observe and obey all laws, ordinances, rules, and regulations, of the federal, state, and local government, which may be applicable to the supply of this product or service. The awarded vendor has attested to compliance with the applicable immigration laws of the United States in the attached affidavit. Violations of the immigration laws of the United States shall be grounds for unilateral termination of the awarded agreement.
 - i) Local Business Tax – Vendor shall submit within 10 calendar days after request.
 - ii) Specialty License(s) – Vendor shall possess at the time of the opening of the proposal all necessary permits and/or license required for the sale of this product and/or service and upon the request of the County will provide copies of licenses and/or permits within 10 calendar days after request.
 - iii) The geographic preference established in the Local Vendor Preference ordinance is applicable to all Lee County procurement activities unless otherwise specifically noted in the solicitation package. Provided, however, the Local Vendor Preference ordinance is not applicable to procurement activity or solicitations involving Federal Transit Administration grant funds.
 - iv) Florida Statutes Section 607.1501 (1) states: A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.

10) PRE-PROPOSAL CONFERENCE

- a) A pre-proposal conference will be held at the location, date, and time specified on the cover of this solicitation. Pre-proposal conferences are generally non-mandatory, but it is highly recommended that everyone planning to submit a proposal attend.
- b) In the event a pre-proposal conference is classified as mandatory, it will be so specified on the cover of this solicitation and it will be the responsibility of the proposer to ensure that they are represented at the pre-proposal. Only those proposers who attend the pre-proposal conference will be allowed to submit a proposal on this project.

11) LEE COUNTY PAYMENT PROCEDURES:

- a) All vendors are requested to mail an original invoice to:
 - i) Lee County Finance Department
 - ii) Post Office Box 2238
 - iii) Fort Myers, FL 33902-2238
- b) All invoices will be paid as directed by the Lee County payment procedure unless otherwise differently stated in the detailed specification portion of this proposal.
- c) Lee County will not be liable for requests for payment deriving from aid, assistance, or help by any individual, vendor, proposer, or bidder for the preparation of these specifications.
- d) Lee County is generally a tax-exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. Lee County will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All contractors or proposers should include in their proposal all sales or use taxes, which they will pay when making purchases of material or subcontractor's services.

12) LEE COUNTY BID PROTEST PROCEDURE

- a) Any contractor/vendor/firm that has submitted a formal bid/proposal to Lee County, and who is adversely affected by an intended decision with respect to the award of the formal bid/proposal, must file a written "Notice of Intent to File a Protest" with the Lee County Procurement Management Director not later than seventy-two (72) hours (excluding Saturdays, Sundays and Legal Holidays) after receipt of the County's "Notice of Intended Decision" with respect to the proposed award of the formal bid/proposal.
- b) The "Notice of Intent to File a Protest" is one of two documents necessary to perfect Protest. The second document is the "Formal Written Protest", both documents are described below.
- c) The "Notice of Intent to File a Protest" document must state all grounds claimed for the Protest, and clearly indicate it as the "Notice of Intent to File a Protest". Failure to clearly indicate the Intent to file the Protest shall constitute a waiver of all rights to seek any further remedies provided for under this Protest Procedure.
- d) The "Notice of Intent to File a Protest" shall be received ("stamped in") by the Procurement Management Director or Public Works Director not later than Four o'clock (4:00) PM on the third working day following the day of receipt of the County's Notice of Intended Decision.
- e) The affected party shall then file its Formal Written Protest within ten (10) calendar days after the time for the filing of the Notice of Intent to File a Protest has expired. Except as provided for in the paragraph below, upon filing of the Formal Written Protest, the contractor/vendor/firm shall post a bond, payable to the Lee County Board of County Commissioners in an amount equal to five percent (5%) of the total bid/proposal, or Ten Thousand Dollars (\$10,000.00), whichever is less. Said bond shall be designated and held for payment of any costs that may be levied against the protesting contractor/vendor/firm by the Board of County Commissioners, as the result of a frivolous Protest.
- f) A clean, Irrevocable Letter of Credit or other form of approved security, payable to the County, may be accepted. Failure to submit a bond, letter of credit, or other approved security simultaneously with the Formal Written Protest shall invalidate the protest, at which time the County may continue its procurement process as if the original "Notice of Intent to File a Protest" had never been filed.
- g) Any contractor/vendor/firm submitting the County's standard bond form (CMO: 514), along with the bid/proposal, shall not be required to submit an additional bond with the filing of the Formal Written Protest.
- h) The Formal Written Protest shall contain the following:
 - i) County bid/proposal identification number and title.
 - ii) Name and address of the affected party, and the title or position of the person submitting the Protest.
 - iii) A statement of disputed issues of material fact. If there are no disputed material facts, the Formal Protest must so indicate.
 - iv) A concise statement of the facts alleged, and of the rules, regulations, Statutes, or constitutional provisions, which entitle the affected party to relief.
 - v) All information, documents, other materials, calculations, and any statutory or case law authority in support of the grounds for the Protest.
 - vi) A statement indicating the relief sought by the affected (protesting) party.
 - vii) Any other relevant information that the affected party deems to be material to Protest.
 - (1) Upon receipt of a timely filed "Notice of Intent to File a Protest", the Procurement Management Director or Public Works Director (as appropriate) may abate the award of the formal bid/proposal as appropriate, until the Protest is heard pursuant to the informal hearing process as further outlined below, except and unless the County Manager shall find and set forth in writing, particular facts and circumstances that would require an immediate award of the formal bid/proposal for the purpose of avoiding a danger to the public health, safety, or welfare. Upon such written finding by the County Manager, the County Manager may authorize an expedited Protest hearing procedure. The expedited Protest hearing shall be held within ninety-six (96) hours of the action giving rise to the contractor/vendor/firm's Protest, or as soon as may be practicable for all parties. The "Notice of Intent to File a Protest" shall serve as the grounds for the affected party's presentation and the requirements for the submittal of a formal, written Protest under these procedures, to include the requirement for a bond, shall not apply.
 - (2) The Dispute Committee shall conduct an informal hearing with the protesting contractor/vendor/firm to attempt to resolve the Protest, within seven working days (excluding Saturdays, Sundays and legal holidays) from receipt of the Formal Written Protest. The Chairman of the Dispute Committee shall ensure that all affected parties may make presentations and rebuttals, subject to reasonable time limitations, as appropriate. The purpose of the informal hearing by the Dispute Committee, the protestor and other

affected parties is to provide and opportunity: (1) to review the basis of the Protest; (2) to evaluate the facts and merits of the Protest; and (3) to make a determination whether to accept or reject the Protest.

- (3) Once a determination is made by the Dispute Committee with respect to the merits of the Protest, the Dispute Committee shall forward to the Board of County Commissioners its recommendations, which shall include relevant background information related to the procurement.
- (4) Upon receiving the recommendation from the Dispute Committee, the Board of County Commissioners shall conduct a hearing on the matter at a regularly scheduled meeting. Following presentations by the affected parties, the Board shall render its decision on the merits of the Protest.
- (5) If the Board's decision upholds the recommendation by the Dispute Committee regarding the award, and further finds that the Protest was either frivolous and/or lacked merit, the Board, at its discretion, may assess costs, charges, or damages associated with any delay of the award, or any costs incurred with regard to the protest. These costs, charges or damages may be deducted from the security (bond or letter of credit) provided by the contractor/vendor/firm. Any costs, charges or damages assessed by the Board in excess of the security shall be paid by the protesting contractor/vendor/firm within thirty (30) calendar days of the Board's final determination concerning the award.

(6) All formal bid/proposal solicitations shall set forth the following statement:

- i) "FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIMEFRAMES AS PRESCRIBED HEREIN AND ESTABLISHED BY LEE COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA, SHALL CONSTITUTE A WAIVER OF YOUR PROTEST AND ANY RESULTING CLAIMS."

13) PUBLIC ENTITY CRIME:

- a) Any person or affiliate as defined by statute who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to the County; may not submit a bid on a contract with the County for the construction or repair of a public building or a public work; may not submit bids or leases of real property to the County; may not be awarded or perform works as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

14) QUALIFICATION OF PROPOSERS: (unless otherwise noted)

- a) Proposals will be considered only from firms normally engaged in the sale and distribution or provision of the services as specified herein. Proposers shall have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to Lee County. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other action necessary to determine ability to perform is satisfactory, and reserves the right to reject proposals where evidence submitted or investigation and evaluation indicates an inability of the proposer to perform.

15) ORDER OF PRECEDENCE:

- a) If a conflict exists between the General Conditions and the technical/detailed specifications, then the technical/detailed specifications shall prevail. If a conflict exists between the technical/detailed specifications and the special conditions, then the special conditions shall prevail.

16) WAIVER OF CLAIMS:

- a) Once this contract expires, or final payment has been requested and made, the awarded contractor shall have no more than 30 days to present or file any claims against the County concerning this contract. After that period, the County will consider the Contractor to have waived any right to claims against the County concerning this agreement.

17) AUTHORITY TO PIGGYBACK

- a) It is hereby made a precondition of any proposal and a part of these specifications that the submission of any proposal in response to this request constitutes a proposal made under the same conditions, for the same price, and for the same effective period as this proposal, to any other governmental entity.

18) COUNTY RESERVES THE RIGHT

a) Any Single Large Project

- i) The County, in its sole discretion, reserves the right to separately proposal any project that is outside the scope of this proposal, whether through size, complexity, or dollar value.

b) Disadvantaged Business Enterprises (DBE's)

- i) The County, in its sole discretion, reserves the right to purchase any of the items in this proposal from a Disadvantaged Business Enterprise vendor if the prices are determined to be in the best interest of the County, to assist the County in the fulfillment of any of the County's grant commitments to federal or state agencies.
- ii) The County further reserves the right to purchase any of the items in this proposal from DBE's to fulfill the County's stated policy toward DBE's.

c) Anti-Discrimination

- i) The vendor for itself, its successors in interest, and assignees, as part of the consideration there of covenant and agree that:
 - (1) In the furnishing of services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, handicap or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
 - (2) The vendor will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, handicap or marital status. The vendor will make affirmative efforts to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, handicap or marital status. Such action shall include, but not be limited to, acts of employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
 - (3) Vendor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this anti-discrimination clause.
 - (4) Vendor will provide all information and reports required by relevant regulations and/or applicable directives. In addition, the vendor shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be pertinent to ascertain compliance. The vendor shall maintain and make available relevant data showing the extent to which members of minority groups are beneficiaries under these contracts.
 - (5) Where any information required of the vendor is in the exclusive possession of another who fails or refuses to furnish this information, the vendor shall so certify to the County its effort made toward obtaining said information. The vendor shall remain obligated under this paragraph until the expiration of three (3) years after the termination of this contract.
 - (6) In the event of breach of any of the above anti-discrimination covenants, the County shall have the right to impose sanctions as it may determine to be appropriate, including withholding payment to the vendor or canceling, terminating, or suspending this contract, in whole or in part.
 - (7) Additionally, the vendor may be declared ineligible for further County contracts by rule, regulation or order of the Board of County Commissioners of Lee County, or as otherwise provided by law.
 - (8) The vendor will send to each union, or representative of workers with which the vendor has a collective bargaining agreement or other contract of understanding, a notice informing the labor union of worker's representative of the vendor's commitments under this assurance, and shall post copies of the notice in conspicuous places available to the employees and the applicants for employment.
 - (9) The vendor will include the provisions of this section in every subcontract under this contract to insure its provisions will be binding upon each subcontractor. The vendor will take such actions with respect to any subcontractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.

19) AUDITABLE RECORDS

- a) The awarded vendor shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting methods, and Lee County reserves the right to determine the record-keeping method required in the event of non-conformity. These records shall be maintained for two years after completion of the project and shall be readily available to County personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

20) DRUG FREE WORKPLACE

- a) Whenever two or more proposals, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall comply with the requirements of Florida Statutes 287.087.

21) REQUIRED SUBMITTALS

- a) Any submittals requested should be returned with the proposal response. This information may be accepted after opening, but no later than 10 calendar days after request.

22) TERMINATION

- a) Any agreement as a result of this proposal may be terminated by either party giving thirty (30) calendar days advance written notice. The County reserves the right to accept or not accept a termination notice submitted by the vendor, and no such termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the County of its acceptance.
 - i) The Procurement Management Director may immediately terminate any agreement as a result of this proposal for emergency purposes, as defined by the Lee County Purchasing and Payment Procedure Manual.
 - ii) Any vendor who has voluntarily withdrawn from a formal proposal without the County's mutual consent during the contract period shall be barred from further County procurement for a period of 180 days. The vendor may apply to the Board of Lee County Commissioners for waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by Procurement Management.

23) CONFIDENTIALITY

- a) Vendors should be aware that all submittals (including financial statements) provided with a proposal are subject to public disclosure and will **not** be afforded confidentiality.

24) ANTI-LOBBYING CLAUSE

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

25) INSURANCE (AS APPLICABLE)

- a) Insurance shall be provided, per the attached insurance guide. Upon request, an insurance certificate complying with the attached guide may be required prior to award.

26) CONFLICT OF INTEREST

- a) All firms are hereby placed on formal notice that per Section 3 of Lee County Ordinance No. 92-22:
- b) The County is prohibited from soliciting a professional services firm to perform project design and/or construction services if the firm has or had been retained to perform the project feasibility or study analysis.

And:

- c) A professional services firm who has performed or participated in the project feasibility planning, study analysis, development of a program for future implementation or drafting of solicitation documents directly related to this County project, as the primary contractor/consultant or a prominent member of the team, cannot be selected or retained, as the primary contractor/consultant or a named member of the contracting/consulting team, to perform project design, engineering, or construction services for subsequent phase s or scopes of work for this project. Pursuant to FS. S. 287.057(17) the firm will be deemed to have a prohibited conflict of interest that creates an unfair competitive advantage.
- d) Should your response be found in violation of the above stated provisions; the County will consider this previous involvement in the project to be a conflict of interest, which will be cause for immediate disqualification of the submittal from consideration for this project.

27) COUNTY INTERPRETATION/ADDENDA

- a) No interpretation or clarification of the meaning of the plans, specifications, or other contract documents will be binding if made to any BIDDER orally. Every such request must be in writing, addressed to the Lee County Division of Procurement Management and **received no later than eight (8) calendars days prior to the bid opening date.**
- b) All such interpretations, any supplemental instructions and/or any modifications to the Bidding Documents deemed advisable by the COUNTY will be issued as a written Addendum and made available to all known BIDDERS through the COUNTY's Web Site, not later than five calendar days (excluding Saturdays, Sundays and Holidays), prior to the bid opening date. Questions will not be accepted during the last seven days prior to bid opening date, unless otherwise specified by the Lee County Division of Procurement Management Office. All Bidders should check the COUNTY'S Web Site or contact the COUNTY'S Division of Procurement Management Office at least five calendar days before the bid receiving date to verify information regarding Addenda. Failure to do so may result in rejection of the bid as non-responsive. Bidder shall acknowledge receipt of all Addenda by COUNTY'S Web Site at www.leegov.com/procurement
- c) It is the sole responsibility of the BIDDER to ensure he/she obtains information related to Addenda. All Addenda shall become part of the Contract Documents.

28) CONTRACTOR/SUB-CONTRACTOR RELATIONSHIP

- a) The prime contractor on a project may not also be listed as a sub-contractor to another firm submitting a proposal for the same solicitation. Should this occur, all responses from the involved/named firms will be considered non-compliant and rejected for award. Sub-contractors may be listed on multiple proposals for the same solicitation.

29) MAJOR BREAKDOWNS/NATURAL DISASTERS

- a) Lee County requires that the awarded vendor provide the name of a contact person and phone number which will afford Lee County access twenty-four hours per day, 365 days per year, of this product or service in the event of major breakdowns or natural disasters.
- b) Lee County reserves the right to purchase the product or service listed in this quotation elsewhere in an emergency situation.

30) DESIGNATED CONTACT

- a) The awarded vendor shall appoint a person or persons to act as a primary contact for all County departments. This person or back-up shall be readily available during normal work hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.

31) AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

- a) The attached document, Affidavit Certification Immigration Laws, is required and should be submitted with your solicitation package. It must be signed and notarized. Failure to include this affidavit with your response will delay the consideration and review of your submission; and could result in your response being disqualified.

32) EVALUATION PROCESS AND CRITERIA

- a) Proposals will be evaluated on the basis of the response to all requirements in this RFP. The County shall use the following criteria in its evaluations and comparisons of Proposer. No inference is to be drawn concerning relative importance of criteria based on the order presented.
- b) Contract award shall be made to the responsible Proposer whose proposal is most advantageous to the County, taking into consideration the applicable evaluation criteria set forth below. Please note, however, that the listing of fees as an evaluation criterion does not require the County to select the Proposer with the lowest fee proposal.
- c) Responses will be evaluated on the basis of responsiveness to the questions and requirements in this RFP by an evaluation panel using the following criteria: **The following criteria are listed in random order, not in order of importance.**
 - i) **Understanding of the Scope of Work**
 - (1) Responsiveness to the requirements of this RFP.
 - (2) Quality of Proposal as it addresses the needs presented in the Scope of Work.
 - (3) Demonstrated understanding of the project.
 - ii) **Technical Merits**
 - (1) Proposed work plan and methodology, including proposed formats for reviews and reporting.
 - (2) Ability to meet project requirements, including Proposer's demonstrated willingness to devote adequate resources to the project to ensure quality, timely completion.

iii) **Cost, if applicable**iv) **Company Management**

- (1) Business infrastructure.
- (2) Financial status/stability.
- (3) Project team organization and composition dedicated to this Contract.
- (4) Location of Proposer's office from which project will be conducted.

v) **Experience/Expertise**

- (1) Responsibility, capabilities, integrity and reliability of the firm.
- (2) Experience doing similar projects for governments comparable in functions to Lee County.
- (3) Demonstrated experience in the timely development, maintenance and administration of assessments/tests and in training staff relative to their use, analysis and revision.
- (4) Number of year's proposer has been in the business of providing this type of service.
- (5) Principle personnel including; quality, experience and expertise.
- (6) Letters of reference

vi) **Ranking/Scoring**

- (1) Following the initial evaluation process, the highest ranking (number one (1) being highest) Proposer may be required to complete an additional questionnaire regarding more specific processes and capabilities, as well as provide additional pricing information. In addition, Proposer may be required to provide an on-site interview and/or system demonstration as it relates to requested and/or proposed services.
- (2) Lee County Procurement Management, Fort Myers, Florida, reserves the right to make award(s) by individual item, group of items or services, all or none, or a combination thereof. The County reserves the right to reject any and all proposals or to waive any minor irregularity or technicality in the proposals received. Award will be made to the most **responsible** and **responsive** proposer within the evaluation criteria chosen for basis of award.
- (3) If multiple evaluations are completed the following process will be followed:
 - (a) The first evaluation will be ranked based on the scores from the selection criteria point values. Points are totaled and proposers ranked according to each evaluation committee members total points.
 - (b) **Ranking Method.** Lee County uses the Dense Ranking ("1223" ranking). In dense ranking, items that compare equal receive the same ranking number, and the next item(s) receive the immediately following ranking number. Equivalently, each item's ranking number is 1 plus the number of items ranked above it that are distinct with respect to the ranking order. This ranking method is used for each individual committee member's scores. Thus if A ranks ahead of B and C (which compare equal) which are both ranked ahead of D, then A gets ranking number 1 ("first"), B gets ranking number 2 ("joint second"), C also gets ranking number 2 ("joint second") and D gets ranking number 3 ("third").
 - (c) Subsequent evaluations will be accomplished by simply ranking the proposers. Point values will not be totaled. Proposals will be ranked in sequential order with one (1) being the highest ranking.
- (4) The County reserves the right to award to one or multiple proposers at the discretion of the requesting authority and approval of the Procurement Management Director.

RFP Submission Schedule

Submission Description	Date(s)	Time
Advertise Request for Proposal (RFP)	4/29/16	N/A
Pre-Proposal Meeting	N/A	N/A
Proposal Question Deadline	8 Calendar days prior to opening	Prior to 5:00 PM
Proposal Due	5/18/16	2:30 PM *
First Committee Meeting Short list discussion	6/15/16	TBD
Notify Shortlist Selection via e-mail	TBD	TBD
Final Scoring/Selection Meeting	TBD	TBD
Commission Meeting	TBD	

33) SELECTION/AWARD PROCESS

- a) Appropriate County staff may prepare a slate of finalists in order of ranking to present to the Board of County Commissioners. Upon approval from the Board, negotiations will commence with the selected Contractor(s). Upon successful completion of negotiations, the award and executed Contract(s) will be submitted to the Board of County Commissioners for approval. If a satisfactory Contract(s) cannot be negotiated in a reasonable amount of time, the County, in its sole discretion, may terminate negotiations with the selected Contractor(s) and begin Contract(s) negotiations with the next finalist.

NOTE: Proposed short-list and final selection meeting dates are posted on the Procurement Management web page at www.leegov.com/procurement (Projects, Award Pending).

34) TERM OF AWARD

- a) If awarded, the terms of this solicitation shall be in effect for one year. The County reserves the right to renew this quote (or any portion thereof) and to negotiate lower pricing for each renewal, for up to two additional one-year periods, upon mutual agreement of both parties and, except as to lower pricing, under the same terms and conditions.

35) AGREEMENTS/CONTRACTS

- a) The awarded vendor will be required to execute an Agreement/Contract as a condition of award. A sample of this document may be viewed on-line at <http://sp.leegov.com/procurement/forms>

End of section

**LEE COUNTY, FLORIDA
DETAILED SPECIFICATIONS
FOR
RFP160338/RDF
MEETING SALES PROMOTION REPRESENTATION – NORTHEAST USA**

Lee County Visitor & Convention Bureau (VCB) Background

The Lee County VCB is the official marketing and promotional agency for visitation to Lee County and its 10 geographic regions. 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 Tourist Development Council (TDC) is a nine-member Council appointed as an advisory committee by the Lee County Board of County Commissioners (BoCC). TDC members oversee the tourist development tax fund, provide direction on programs and budget, and review the expenditures of the VCB.

SCOPE

The Lee County VCB is seeking an experience representative to identify, foster and develop trade relationships with the meeting and incentive trade in the Washington, DC metropolitan area to include Virginia and Maryland and the northeast US territory, on behalf of the Lee County, FL Visitor and Convention Bureau (VCB). The representative will develop, execute, and deliver a comprehensive program designed for the travel trade that supports tourism to Lee County and generates increased demand for the destination.

All proposals must be made on the basis of the specification contained herein.

Proposer is required to indicate whether the Firm and/or any proposed sub-consultants are Disadvantaged Business Enterprises (DBE). Lee County encourages the utilization and participation of DBEs in procurements, and evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex or national origin. Interested certified Disadvantaged Business Enterprise (DBE) firms as well as other minority-owned and women-owned firms are encouraged to respond.

A. SERVICES REQUIRED

The Lee County VCB is seeking in-market representation for the Greater Washington, DC metropolitan area, including other northeastern states. The Contractor 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 with the expectation that the Contractor will maintain a high degree of face-to-face presence with industry planners, decision makers and key influencers. The Contractor is expected to handle accounts of all sizes that fit the destination; achieving specific goals as assigned while working closely with the VCB to pursue and close business.

Annually, the VCB develops and executes marketing campaigns. The northeast representative would be the resource to evaluate, develop, and execute the integrated campaign, thus provide insight and recommendations on how to include the meetings market travel trade into the proposed plan.

The representative will report on a monthly basis any competitive strategies and efforts that may be taking place in the assigned territory. During the term of the agreement, the Representative will be required to 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 Washington, DC or the northeast USA.
- Establish The Beaches of Fort Myers & Sanibel in the assigned 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.
- 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 Washington, DC area.

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 Washington, DC and northeast 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.
- 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.

B. MEASUREMENTS AND ACCOUNTABILITY

- Work with VCB staff and leadership to develop and meet annual goals and objectives designed to increase in visitation from the northeast territory to Lee County, FL.
- 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.
- Conduct a minimum of 10 outside sales calls per month.
- Generate a minimum of 15 sales leads per month.
- Generate a minimum of 1,000 room nights booked per month.
- Required to 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 detailed records of expenditures, appropriate invoices, and verification of exchange rates for proper reimbursement, as detailed by the Lee County procurement/travel/entertainment policy.

DETAILED COST

The scope of monthly services outlined above are expected to be included as part of the retainer fee. State all services that the representative would be willing to perform as part of the retainer, and list any services that would not be included. State what routine expenses would need to be covered monthly by the Lee County VCB.

Please provide Representative's proposed fee structure (i.e. minimum monthly retainer and monthly expense estimates) for managing a high profile destination account requiring full service. This must be provided or the proposal will not be considered, no markups allowed.

Budget:

The projected budget (fiscal year October 1, 2016 through September 30, 2017) for this proposal for tourism representation in the Northeast USA region is estimated at \$125,000. Future budgets may be increased or decreased, as needed depending upon available funding. This budget is subject to the availability of funds, approved by the Lee County Tourism Development Council and the Lee County Board of County Commissioners.

C. QUALIFICATION REQUIREMENTS

The Lee County VCB is seeking in-market representation for the Greater Washington, DC metropolitan area, including other northeastern states. The Contractor 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 with the expectation that the Contractor will maintain a high degree of face-to-face presence with industry planners, decision makers and key influencers. The Contractor is expected to handle accounts of all sizes that fit the destination; achieving specific goals as assigned while working closely with the VCB to pursue and close business.

All interested marketing agencies should submit their written responses to this RFP. The replies should be as succinct as possible. Lee County reserves the right to reject any or all proposals received and all submissions become the property of the County. All proposals received will be reviewed by an Evaluation Selection Committee made up of County staff members. The Committee's selection and recommendation shall be based on staff's submittal of firms meeting the minimum requirements.

The Board shall make the final decision regarding the ranking of Consultants and reserves the right to reject any and all Proposals.

Only those firms submitting Proposals, including all pertinent information as requested, and which meet the requirements herein will be considered for the service contemplated herein, regardless of past contact with the Lee County Visitor & Convention Bureau. Proposals shall be considered only from firms normally engaged in performing the type of work specified with this Request for Proposal. In the determination of the evidence of responsibility and ability to perform the required services by the proposer, the Evaluation Selection Committee shall determine whether the evidence of responsibility and ability to perform is satisfactory. The Evaluation Selection Committee reserves the right to reject any or all proposals and to request on-site visits at the offices of any of firms submitting proposals.

The proposer, for purposes of review and evaluation, shall answer all questions in Section 2 and submit seven (7) copies one (1) original and six (6) electronic versions on flash drive (USB) including the creative support materials.

EVALUATION PROCESS AND CRITERIA

Those firms deemed to meet all minimum qualifications will be scored based upon established criteria, which have been weighted and will be assigned points that measure the responsiveness to each identified criterion. The total number of points earned will be tallied for each firm, and the firms will be rank ordered, based upon the firms submitted qualifications. The top three (3) highest scoring firms may be short listed to move forward with interviews/presentations. The shortlisted firm(s) offering the best interview, in the opinion of the County, will be awarded a contract.

The County reserves the right to invite firms outside the top three highest scoring to move forward should the selection committee see that doing so is in the best interest of the County.

Proposals will be evaluated on the basis of the response to all requirements in this RFP. The County shall use the following criteria in its evaluations and comparisons of Proposer. No inference is to be drawn concerning relative importance of criteria based on the order presented.

Contract award shall be made to the responsible Proposer whose proposal is most advantageous to the County, taking into consideration the applicable evaluation criteria set forth below. Please note, however, that the listing of fees as an evaluation criterion does not require the County to select the Proposer with the lowest fee proposal.

The following criteria are listed in random order, not in order of importance.

Responses will be evaluated on the basis of responsiveness to the questions and requirements in this RFP by an evaluation panel using the following criteria:

1. Meetings & Conventions Industry Experience (40 Points)

- A. Statement of Qualifications.
- B. List and provide experience record showing training and experience in the industry within the target markets for all parties providing services.
- C. Proposer needs to demonstrate knowledge or the industry is well established and a major component of its past and present work.
- D. A description of relevant and/or similar engagements, detailing key factors of those engagements that would exemplify the representative's skill and experience.
- E. A list of at least three (3) references of current and past clients. The reference shall include the company name, contact person, telephone number and email address. The VCB reserves the right to contact references or clients listed and not listed in the RFP.
- F. Examples of past programs.
- G. Financial and credit data of Representative.

2. Personnel/Resources (20 Points)

- A. List and provide a brief description of proposer and other resources available to support the work to be performed.
- B. Include proposer's résumé and level of technology skills.
- C. Provide a list of principals of the representative.

3. Strategic Sales & Marketing Plan (30 Points)

- A. Proposed Client Services with related staff résumés.
- B. Draft strategic direct sales and marketing plan with detailed budget showing how the proposer is resourceful in communications and strategic sales and marketing plan development.
- C. Identify time and resource allocation work within the sales plan.
- D. A staffing plan for the Lee County VCB account including a description of each team member's qualifications and their role on the account
- E. Recommendations for the Lee VCB to effectively reach the travel trade

4. Cost (10* Points)

- A. Provide all costs (direct/indirect/travel, etc.) in your inclusive annual cost structure. Cost should be provided in “annual cost not to exceed” format.
- B. Please provide Representative’s proposed fee structure (i.e. minimum monthly retainer and monthly expense estimates) for managing a high profile destination account requiring full service.
- C. Anticipated fees and expenses.
- D. A description of billing policies.
- E. State all services that the representative would be willing to perform as part of the retainer, and list any services that would not be included.
- F. State what routine expenses would need to be covered monthly by the Lee County VCB.

*The proposer with the lowest Price Proposal will be awarded the maximum score listed above. All other proposals will be scored according to the following formula: (Lowest Price Proposal/Proposer’s Price Proposal) x Maximum points. For example, the maximum score for price is 10. If the lowest proposed Price Proposal is \$150,000 that Proposer will receive the full 10 points. Another proposer with a Price Proposal of \$160,000 will receive points calculated as follows:
 $\$150,000/\$160,000 = .9375$
 $.9375 \times 10 = 9.$

Proposals deemed to meet all minimum RFP requirements will be scored based on established criteria, which have been weighted and will be assigned points that measure the responsiveness to each identified criterion. The total number of points earned will be tallied for each proposal, and the proposals will be rank ordered, based upon the Proposer(s) submitted written materials

RESPONSE REQUIREMENTS

Responses to the Scope of Work should include the following sections:

1. Statement of qualifications
2. Proposed client service with related resumes
3. List of principals of the representative
4. A description of relevant and/or similar engagements, detailing key factors of those engagements that would exemplify the representative’s skill and experience
5. A list of at least three (3) references of current and past clients. The reference shall include the company name, contact person, telephone number and email address. The VCB reserves the right to contact references or clients listed and not listed in the RFP.
6. Examples of past programs
7. Financial and credit data of Representative.
8. Anticipated fees and expenses
9. A description of billing policies
10. Any special terms or conditions requested/required by the Representative
11. Description of any additional services the Representative would like to propose to expand or supplement services requested
12. A staffing plan for the Lee County VCB account including a description of each team member’s qualifications and their role on the account
13. Recommendations for the Lee VCB to effectively reach the travel trade
14. Anticipated fees and expenses

Following the initial evaluation process, the highest ranking Proposer may be required to complete an additional questionnaire regarding more specific processes and capabilities, as well as provide additional pricing information. In addition, Proposer may be required to provide an on-site interview and/or system demonstration as it relates to requested and/or proposed services.

Use and Disclosure

The Lee County VCB reserves the right to use information submitted in response to this document in any manner it may deem appropriate in evaluating the fitness of the services proposed. Materials that are submitted by the Representative that should be considered

highly confidential should be marked as such. If confidentiality is requested but cannot be afforded, the Representative will be notified and will be permitted to withdraw its proposal.

Additionally and at its discretion, the VCB agrees to maintain confidentiality of any product information developed by and offered by the Representative. All information provided in this RFP shall be deemed confidential and shall not be shared by the Representative.

CONFLICT OF INTEREST

The Representative, if selected, must agree not to represent and/or terminate all conflict of interest accounts. This may include, but not be limited to, a state, county, city, nation, or region deemed to be a competitor as defined by the Lee County VCB. The VCB is to be advised of all new business solicitations by the Representative that could be perceived to constitute a conflict of interest. With regards to the matter of branch or subsidiary offices of the Representative, it should be clear that all such offices are considered as part of the total corporate entity. List any accounts the Representative would perceive as a potential conflict.

MAJOR BREAKDOWNS/NATURAL DISASTERS

Lee County requires that the awarded vendor provide the name of a contact person and phone number which will afford Lee County access twenty-four hours per day, 365 days per year, of this product or service in the event of major breakdowns or natural disasters.

Lee County reserves the right to purchase the product or service listed in this quotation elsewhere in an emergency situation.

DESIGNATED CONTACT

The awarded vendor shall appoint a person or persons to act as a primary contact for Lee County VCB. This person or back-up shall be readily available during normal work hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

The attached document, Affidavit Certification Immigration Laws, is required and should be submitted with your solicitation package. It must be signed and notarized. Failure to include this affidavit with your response will delay the consideration and review of your submission; and could result in your response being disqualified.

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.

REQUIRED FORMS

These forms are required and should be submitted with all proposals. If it is determined that forms in this selection are not applicable to your company or solicitation they should be marked "N/A or Not Applicable" across the form in large letters and returned with your submission package.

<u>Form #</u>	<u>Title/Description</u>
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<i>1</i>	<i>Solicitation Response Form</i>
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The corporate or mailing address must match the company information as it is listed on the Florida Department of state Division of Corporations. Attach a copy of the certification from <http://www.sunbiz.org> . All signatures must be by an authorized company representative

<i>1a</i>	<i>Proposal Form (required form used for Non-CCNA solicitations)</i>
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This form is used to provide itemization of project cost. A more detailed "schedule of values" may be requested by the County

<i>2</i>	<i>Affidavit Certification Immigration Laws</i>
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Form is acknowledgement that the proposer is in compliance in regard to Immigration Laws.

<i>3</i>	<i>Reference Survey</i>
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Provide this form to a minimum of three references. The reference respondents will need to return this forms to the buyer listed on the form. This form will not be turned in with the proposal package

1. In the "Subject" block enter the name of the project the Proposer completed for that reference respondent
2. "Section 2" enter the name of the Proposer
3. The reference respondent should complete "Section 3" and return directly to Lee County Procurement Management. Reference survey should not be returned by the Proposer.
4. A minimum of 3 reference responses must be returned. Responses are due:
Non-CCNA solicitations: Only the awarded proposer(s) will be required to provide reference responses. Responses are due no later than 7 calendar days after the Notice of Award or Notice of Intent.
CCNA and other evaluated proposals: All proposers are required to provide reference responses no later than 7 calendar days after the opening or two days prior to the first evaluation meeting, whichever is sooner.
Failure to obtain reference surveys may make your company non-responsive.
5. "Section 4" is for the reference to print and sign name.

<i>4</i>	<i>Negligence or Breach of Contract Disclosure Form</i>
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The form may be used to disclose any litigation that your company may be a part of involving negligence or breach of contract over the past ten years. You may need to duplicate this form to list all history. This should include at a minimum, litigation for similar projects completed in the State of Florida. Under part 6 of the form the final action needs to include in whose favor the litigation was settled and was a monetary amount awarded. Please do not write N/A on this form. If you have no litigation, enter "None" in section 3 of the form. If the proposer has more than 10 lawsuits, you may narrow them to litigation of the company or subsidiary submitting the solicitation response. See the form for further instruction and what to do if you have no litigation history in the past ten years. You may also submit the information in a table format if you have a large number of litigations to list. Simply put "See Attached Listing" in the block number 3.

<i>5</i>	<i>Affidavit Principal Place of Business</i>
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Certifies proposer's location information. Local Vendor Preference and Location Point values are excluded when prohibited by grant or funding source. (In such cases form will be informational only.)

<i>6</i>	<i>Sub-Contractor List</i>
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To be completed and returned when sub-contractors are to be utilized and are known at the time of the submission.

<i>7</i>	<i>Public Entity Crimes Form (Required form)</i>
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Self explanatory.

Proposal Label (Required)

Self explanatory. Please affix to the outside of the sealed submission documents.

Proposer Checklist (not a required form)

Self explanatory.

Form#1 – Solicitation Response Form

LEE COUNTY
SOUTHWEST FLORIDA

LEE COUNTY PROCUREMENT MANAGEMENT
SOLICITATION RESPONSE FORM

Date Submitted _____ Deadline Date: 5/18/2016

SOLICITATION IDENTIFICATION: RFP160338/RDF

SOLICITATION NAME: Meeting Sales Promotion Representation – Northeast USA

COMPANY NAME: _____

NAME & TITLE: (TYPED OR PRINTED) _____

BUSINESS ADDRESS: (PHYSICAL) _____

CORPORATE OR MAILING ADDRESS: _____

☐ SAME AS PHYSICAL _____

ADDRESS MUST MATCH SUNBIZ.ORG

E-MAIL ADDRESS: _____

PHONE NUMBER: _____ FAX NUMBER: _____

NOTE REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO CHECK LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE FOR ANY ADDENDA ISSUED FOR THIS PROJECT. THE COUNTY WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL NOT NOTIFY.

In submitting this proposal, Proposer makes all representations required by the instructions to Proposer and further warrants and represents that: Proposer has examined copies of all the solicitation documents and of the following addenda:

No. _____ Dated: _____ No. _____ Dated: _____
No. _____ Dated: _____ No. _____ Dated: _____

Collusion Statement: Lee County, Fort Myers, Florida

The undersigned, as Proposer, hereby declares that no person or other persons other than the undersigned are interested in this solicitation as Principal, and that this solicitation is submitted without collusion with others; and that we have carefully read and examined the specifications or scope of work, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby propose and agree to furnish this service according to the requirements set out in the specifications or scope of work for said service for the prices as listed on the county provided price sheet or (CCNA) agree to negotiate prices in good faith if a contract is awarded.

Tax Payer Identification Number _____

(1) Employer Identification Number -OR- (2) Social Security Number:

**** Lee County collects your social security number for tax reporting purposes only**

Please submit a copy of your registration certificate establishing your firm as authorized to conduct business in the State of Florida, as provided by the *Florida Department of State, Division of Corporations*. Please refer to website:

www.sunbiz.org

ALL PROPOSALS MUST BE SIGNED, SEALED (IF APPLICABLE) AND EXECUTED BY A CORPORATE AUTHORITY

Where Proposer is a Corporation, add:

Company Name: (Name printed or typed)

Authorized Proposer: (Name printed or typed)

(Seal)

Authorized Signature and Proposer Title

Attest: (Secretary name printed or typed)

Secretary Signature:

Any blank spaces on the form(s), qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the submission being declared non-responsive by the County.

Form#1a – Solicitation Form (not applicable for CCNA solicitations)

**LEE COUNTY, FLORIDA
PROPOSAL PRICE FORM
FOR MEETING SALES PROMOTION REPRESENTATION – NORTHEAST USA**

DATE SUBMITTED: _____

VENDOR NAME: _____

TO: The Board of County Commissioners
Lee County
Fort Myers, Florida

Having carefully examined the “General Conditions”, and the “Detailed Specifications”, all of which are contained herein, the Undersigned proposes to furnish the following which meet these specifications:

NOTE REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO CHECK LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE FOR ANY PROJECT ADDENDA ISSUED FOR THIS PROJECT. THE COUNTY WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL NOT NOTIFY.

The undersigned acknowledges
receipt of Addenda numbers: _____

COST TO BE PROVIDED AS SPECIFIED HEREIN*

***Miscellaneous/Options:**

Any special terms or conditions requested/required by the Representative should be stated on a separate attachment to the Cost Response and labeled as Miscellaneous.

Descriptions of any additional services the Representative would like to propose to expand or supplement services should be stated on a separate attachment to the Cost Response and should be labeled as Options.

NOTE: Miscellaneous/Options have no points value and will not be factored into the 10 points assigned to the Cost Criteria.

TO BE STARTED WITHIN _____ CALENDAR DAYS AFTER RECEIPT OF AWARD AND PURCHASE ORDER.

Proposers should carefully read all the terms and conditions of the specifications. Any representation of deviation or modification to the proposal may be grounds to reject the proposal.

Form#2 – Affidavit Certification of Immigration Laws



AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP160338/RDFSOLICITATION NAME: MEETING SALES PROMOTION REPRESENTATION – NORTHEAST USA

LEE COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT (“INA”).

LEE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.**

PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature

Title

Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____
20____, by _____ who has produced

(Print or Type Name)

_____ as identification.

(Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

Form#3 Reference Survey



Lee County Procurement Management

Reference Survey

Solicitation #RFP160338/RDF Meeting Sales Promotion Representation – Northeast USA

Section 1

FROM:				BUYER: Bob Franceschini
COMPANY:				DATE: 4/29/16
PHONE #:				TOTAL # PAGES: 1
FAX #:				PHONE #: 239-533-8881 FAX #: 239-485-8383
EMAIL:				BUYER EMAIL: rfranceschini@LeeGov.com

SUBJECT: Reference for work completed regarding (Proposer project name):

You as an individual or Your company has been given as a reference on a project identified above.

Description of Lee County Project: The Lee County Board of County Commissioners is requesting proposals from responsible and professional agency service providers to provide tourism representation in The Northeast USA Region.

Section 2

Proposer name (reference is being provided for):

Section 3

"YES" OR "NO"

- | | |
|--|--|
| 1. Was the scope of work performed similar in nature? | |
| 2. Did this company have the proper resources and personnel by which to get the job done? | |
| 3. Were any problems encountered with the company's work performance? | |
| 4. Were any change orders or contract amendments issued, other than owner initiated? | |
| 5. Was the job completed on time? | |
| 6. Was the job completed within budget? | |
| 7. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources.
Rate from 1 to 10. (10 being highest) | |
| 8. If the opportunity were to present itself, would you rehire this company? | |
| 9. Please provide any additional comments pertinent to this company and the work performed for you: | |

Section 4

PLEASE COMPLETE AND RETURN TO THE ATTENTION OF: Bob Franceschini

Email rfranceschini@leegov.com or FAX # 239-485-8383

Reference Name (Print Name)

Please submit non-Lee County employees as references

Reference Signature

Form#4 -Negligence or Breach of Contract Disclosure Form

LEE COUNTY
S O U T H W E S T F L O R I D A

ALLEGED NEGLIGENCE OR BREACH
OF CONTRACT DISCLOSURE FORM

Please fill in the form below. Provide a sheet for each incident that has occurred over the past 10 years. Please compete in chronological order with the most recent incident on starting on page 1. Please do not modify this form or submit your own variation.

1.	Your Company Name			
2.	Type of Incident	Place an "X" in the appropriate block.	Alleged Negligence	Breach of Contract
3.	Date of Incident			
4.	Who Took Action Against Your Company? (Include name, City, and State)			
5.	What was the initial circumstance for this action?			
6.	What was the final outcome of this action? (who prevailed)			

Make as many copies of this sheet as necessary in order to provide a 10 year history of the requested information. Provide this sheet to your primary partners listed in your proposal. If there is no action pending or action taken in the last 10 years, write 'NONE' on the line 3 of this page and return it with the company name completed.

Page Number:

of

Update the page number to reflect the current page and the total number of pages. If you must use a separate sheet to continue an explanation please reference the page and item number on the separate sheet. Example: Page 3, Item 5.

Alternate Reporting: If you have more than 10 lawsuits, report the most recent 10 lawsuits. This may be done on a spreadsheet. Please include the name of the information requested above. (Do not include litigation with your company as the plaintiff). Final outcome should include whether a monetary settlement was made. The amount may remain anonymous. In the blocks above enter, "See Enclosed Spreadsheet" if you use this alternate method.

Form#5 - Affidavit Principal Place of Business



AFFIDAVIT PRINCIPAL PLACE OF BUSINESS

Local Vendor Preference (Non-CCNA)

(Lee County Ordinance No. 08-26)

Location Identification (CCNA)

Instructions: Please complete all information that is applicable to your firm

Company Name: _____

Printed name of authorized signer _____

Title _____

⇒

Authorized Signature _____

Date _____

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

Notary:

State of _____

County of _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____

20 _____ by _____ who has produced
_____ as identification (or personally known)

Type of ID and number

⇒

Notary Public Signature _____

Notary Commission Number and expiration _____

1. Principal place of business is located within the boundaries of: _____ Lee County
_____ Collier County
_____ Non-Local

Local Business Tax License # _____

2. Address of Principal Place of Business: _____

3. Number of years at this location _____

4. Have you provided goods or services to Lee County on a regular basis within the past 3 consecutive years _____ Yes* _____ No _____
*If yes, attach contractual history for past 3 consecutive years

5. Size of Facility (i.e. sales area, warehouse, storage yard, etc.) _____

6. Number of available employees for this contract _____

AFFIDAVIT PRINCIPAL PLACE OF BUSINESS Page 2

7. Describe the types, amount and location of equipment you have available to service this contract.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There is no handwriting or other markings on the paper.

8. Describe the types, amount and location of material stock that you have available to service this contract.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

Attach additional page(s), if necessary

Form#6-Sub-contractor List

**SUB-CONTRACTOR LIST**

Sub-contractor Name	Area Of Work	Point Of Contact Or Project Supervisor	Phone Number and Email	Qualified M/D/W/BE Yes/No	Amount or Percentage of Total

Please include sub-contractors name, area of work (i.e. mechanical, electrical, etc.) and a **valid** phone number and email. Also include the dollar value or percentage that the sub-contractor will be performing. If sub-contractors qualify as Minority Business Enterprise (**MBE**), Disabled Business Enterprise (**DBE**), or Woman Business Enterprise (**WBE**) contractors, please attach a current certificate.

Form#7: Public Entity Crime Form

Page 1 of 2

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to _____
(Print name of the public entity)

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

(If applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime:
or:
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1) (c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those sworn statement. *(Please indicate which statement applies.)*

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

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

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

(Date)

STATE OF _____
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____

(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this _____ day
of _____, 2_____.

(NOTARY PUBLIC)

My Commission Expires: _____

Sealed Proposal Label (Required)

Cut along the outer border and affix this label to your sealed solicitation envelope to identify it as a “Sealed Proposal”.

PROPOSAL DOCUMENTS • DO NOT OPEN	
SOLICITATION No.:	RFP160338/RDF
SOLICITATION TITLE:	MEETING SALES PROMOTION REPRESENTATION – NORTHEAST USA
DATE DUE:	MAY 18, 2016
TIME DUE:	Prior to: 2:30 PM
SUBMITTED BY:	 (Name of Company)
e-mail address	Telephone
DELIVER TO:	Lee County Procurement Management 1500 Monroe Street, 4th Floor Fort Myers FL 33901
<i>Note: proposals received after the time and date above will not be accepted.</i>	



1500 Monroe Street, 4th Floor
Fort Myers, FL 33901
(This is the Lee County Public Works Building)
Main Line: 239-533-8881

PLEASE PRINT CLEARLY

Proposer Check List

LEE COUNTY PROCUREMENT MANAGEMENT -
PROPOSER CHECK LIST

IMPORTANT: Please check off each of the following items as the necessary action is completed:

	1	The Solicitation has been signed and with corporate seal (if applicable).
	2	The Solicitation prices offered have been reviewed (if applicable).
	3	The price extensions and totals have been checked (if applicable).
	4	Substantial and final completion days inserted (if applicable).
	5	If submitting via hard copy the original must be a manually signed original. Include additional copies, if specified, in the Solicitation documents.
	6	All addendums issued, if any, have been acknowledged in the space provided.
	7	Licenses (if applicable) have been inserted.
	8	Erasures or other changes made to the Solicitation document have been initialed by the person signing the Solicitation.
	9	Required Form: Provided a copy of corporate registration from www.sunbiz.org
	10	Required Form 1: Solicitation form completed
	11	Required Form 2: Affidavit Certification Immigration Laws, Signed and Notarized
	12	Required Form 3: Reference Surveys have been sent to reference respondents
	13	Required Form 4: Negligence or Breach of Contract disclosure, completed or marked None
	14	Required Form 5: Affidavit Principal Place of Business
	15	Required Form 6: Sub-contractor List, complete is sub-contractors will be utilized
	16	Required Form 7: Public Entities Crime Form
	17	Required: Solicitation Label, completed and affixed to proposal documents, if hard copy is provided The mailing envelope MUST be sealed and marked with: Solicitation Number Opening Date and/or Receiving Date
	18	The mailing envelope has been addressed to: ADDRESS Lee County Procurement Mgmt. 1500 Monroe 4th Floor Ft. Myers, FL 33901
	19	The Solicitation will be mailed or delivered in time to be received no later than the specified opening date and time. (If solicitation is not received prior to deadline it cannot be considered or accepted.)
	20	All modifications have been acknowledged in the space provided

****This form is not required to be returned with your solicitation, but used as a tool when responding to the solicitation.**