

RFP230113CMR
VCB- Meeting Sales Promotion Representative – Northeast USA
Betsy Bush, LLC

E1 Contract #_N/A__ Board
Approval Date:06/20/2023

**AGREEMENT FOR VCB – MEETING SALES PROMOTION
REPRESENTATIVE- NORTHEAST USA**

THIS AGREEMENT (“Agreement”) is made and entered into by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Betsy Bush, LLC, a Virginia company authorized to do business in the State of Florida, whose address is 815 Church Street, Alexandria, VA 22314, and whose federal tax identification number is 81-3383870, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase professional tourism marketing representation services for Lee County in Northeast USA Territory, from the Vendor in connection with "VCB – Meeting Sales Promotion Representative – Northeast USA" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. RFP230113CMR on February 17th, 2023 (the "Solicitation"); and,

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

WHEREAS, the County posted a Notice of Intended Decision on April 4th, 2023; 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, a more specific description of the Project Scope of Services is set forth in Sections 1 through 9 of the Detailed Specifications section of RFP230113CMR, a photocopy of said sections being attached hereto and incorporated by reference as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of the Solicitation No. RFP230113CMR, as modified by its addendum, a copy of which is on file with the County’s Department of Procurement Management and is deemed incorporated into this Agreement.

II. TERM AND DELIVERY

- A. This Agreement shall commence immediately upon the effective date and shall continue on as needed basis for one (1), three (3) year period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement of three (3) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest. The effective date shall be October 1st, 2023. Should the existing Agreement be terminated prior to the expiration date, the County reserves the right to enter into Agreement with the Vendor prior to October 1st, 2023.
- B. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

III. COMPENSATION AND PAYMENT

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to 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 required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of "B 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, PRRCustodian@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.
- F. The Vendor shall comply with the Vendor Background Screening Affidavit attached hereto and incorporated herein as Exhibit D.

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. If the services provided require use of specific key personnel, the personnel shall be agreed to by the County and Vendor. If the Vendor's key personnel have been predetermined and approved, through the Solicitation process or otherwise, any subsequent change or substitution to the 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 sub-

contracts 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. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee County. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline will then fall to the next Monday or non-Lee County recognized holiday
- I. 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

Name: Betsy Bush
Title: Owner
Address: 815 Church Street
Alexandria, VA 22314
Telephone: (703) 899-7308
Facsimile: N/A
Email: Bellapercy1@gmail.com

County's Representative

Names:	<u>Roger Desjarlais</u>	<u>Mary Tucker</u>
Titles:	<u>County Manager</u>	<u>Procurement Management Director</u>
Address:	<u>P.O. Box 398 Fort Myers, FL 33902</u>	
Telephone:	<u>(239) 533-2221</u>	<u>(239) 533-8881</u>
Facsimile:	<u>(239) 485-2262</u>	<u>(239) 485-8383</u>
Email:	<u>rdesjarlais@leegov.com</u>	<u>mtucker@leegov.com</u>

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

BESTY BUSH, LLC

Signed By: *[Signature]*

Signed By: *Betsy Bush*

Print Name: Daniela Diaz-Rodriguez

Print Name: Betsy Bush

Title: OWNER / PRESIDENT

Date: 04/11/23

DANIELA DIAZ-RODRIGUEZ
NOTARY PUBLIC
REG. # 7995990
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES JUNE 30, 2026

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

DocuSigned by:
BY: *Brian Hamman*

DocuSigned by:
6/26/2023 | 1:51 PM EDT
DATE: _____

ATTEST:
CLERK OF THE CIRCUIT COURT

DocuSigned by:
BY: *Chris Jagodzinski*
DEEAC59F178B449
Deputy Clerk



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

DocuSigned by:
BY: *Andrea Fraser*
D7B0A43243EE449
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A DETAILED SPECIFICATIONS

DETAILED SPECIFICATIONS

1. GENERAL SCOPE OF PROJECT

1.1. Lee County Board of County Commissioners seeks to contract with a qualified Vendor to provide proposals to act as the Lee County Visitor and Convention Bureau (VCB) meeting sales promotion representative in the Northeast US Territory.

2. INTRODUCTION AND BACKGROUND

2.1. The Lee County Visitor and Convention Bureau (VCB) is the official marketing and promotional agency for visitation to Lee County and its 11 geographic regions. The organization brands and markets Lee County, Florida as *Fort Myers – Islands, Beaches and Neighborhoods* and is funded by the 5 percent 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 Commissioners (BoCC). TDC members oversee the tourist development tax fund, provide direction on programs and budget, and review the expenditures of the VCB.

3. DETAILED SCOPE OF PROJECT, DELIVERABLES AND PROVISIONS

3.1. The VCB hereinafter referred to as the “County” is seeking an experienced representative to identify, foster and develop relationships with the meeting and incentive travel trade located in the Washington DC metropolitan area (includes Virginia and Maryland) and the Northeast US Territory (referred by “Target Area”), on behalf of the County. The Vendor shall develop, execute, and deliver annual meetings, incentives, conferences, and exhibitions (MICE) sales plan designed to attract this tourism segment to Lee County, Florida.

3.2. Annually, the County develops and executes an annual sales and marketing plan. The Vendor shall be the resource to evaluate, develop, and execute a sales plan for their Target Area, thus provide insight and recommendations on how to include the MICE tourism segment into the proposed annual sales and marketing plan.

3.3. The Vendor shall be home-based, and it is preferred they reside in, or close to, the Washington DC metropolitan area.

3.4. The Vendor shall report on a monthly basis, their activities taking place in the assigned Target Area. During the term of the Agreement, the Vendor shall provide the following travel trade services that include, but are not limited to, the services as described in the following articles.

4. DIRECT SALES

4.1. Vendor must serve as the primary contact for the County within the Target Area.

4.2. Vendor must establish the County brand, *Fort Myers – Islands, Beaches and Neighborhoods*, in the Target Area as a desirable destination for MICE business, while positioning it to successfully compete for market share with other competitive destinations.

4.3. Develop an annual sales plan for County approval that supports activities described herein. This sales plan shall include a proposed budget, recommended promotional and advertising activities.

4.4. Use a variety of sales methods to prospect and generate hotel bookings to achieve the assigned goals for room nights, client contacts, sales leads, and new accounts.

- 4.5. Generate qualified group event leads that will benefit Lee County hotels.
- 4.6. Develop and conduct presentation to meeting planners, site selection committees, convention delegates, or board of directors, for the education and promotion of the County brand, *Fort Myers – Islands, Beaches and Neighborhoods* as premier meeting destination.
- 4.7. Prospect for new business utilizing industry membership directories, Simpleview/MINT database, and other information.
- 4.8. Organize promotional opportunities that foster awareness of the County brand, *Fort Myers – Islands, Beaches and Neighborhoods* as a desirable meeting destination.
- 4.9. Coordinate and conduct site inspections and familiarization tours showcasing hotels, facilities, attractions, and destination aspects of interest to meeting planner clients. When Lee County hotels and attractions visit the Target Area, assist with organizing client visits and/or appointments.

5. **NETWORKING AND COMMUNICATIONS**

- 5.1. Maintain current knowledge of Lee County hotels, attractions, and other destination group services.
- 5.2. 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.
- 5.3. Attend conferences, trade shows, client events and networking meetings to promote *Fort Myers – Islands, Beaches and Neighborhoods*, which can include pre-planning, target marketing, pre and post communications, and all trade show booth arrangements as needed.
- 5.4. Develop and maintain relationships with meeting planners, association management clients, potential new clients, and suppliers.
- 5.5. Communicate and work closely with colleagues in the county on annual sales plans to promote the County brand, *Fort Myers – Islands, Beaches and Neighborhoods* as a premier meeting destination to increase MICE business to the community.
- 5.6. Provide recommendations for content on visitfortmyers.com/meetings under the direction of the VCB Director of Sales and staff liaison(s).

6. **ADMINISTRATIVE AND CUSTOMER SERVICE**

- 6.1. Assist meeting planners with referrals to the Conference Services Manager, or other service providers.
- 6.2. Respond to all Request for Proposal/s within a 24-hour period.
- 6.3. Maintain an awareness of competitors' products, promotions, and industry issues that influence sales.
- 6.4. Establish rapport with VCB staff, sales team, and industry partners. Plan a minimum of one (1) annual visit to the destination, for "face time" with industry partners.
- 6.5. Provide regular monthly reports of activities which shall include: a list of sales calls conducted with pertinent discussion points; general market summary and trend; competitor observations and perceptions of *Fort Myers – Islands, Beaches and Neighborhoods*; trade shows; sales activities or events attended or conducted; lead generation; and a summary of contacts made, requests and inquiries services, during reporting period.

- 6.6. Vendor shall maintain the capability of keeping a supply of *Fort Myers – Islands, Beaches and Neighborhoods* collateral materials in home office for distribution to clients.
- 6.7. Forward all consumer and bulk mail requests to the County's mail fulfillment contact for processing in a prompt manner.

7. PERFORMANCE MEASUREMENTS

- 7.1. Work with the County to develop and meet annual goals and objectives designed to increase visitation from the Target Area to Lee County, Florida.
- 7.2. The following minimum performance measures shall be reported to the County on a monthly basis.
 - 7.2.1. Conduct 100 clients contacts (telephone calls, email, trade show appointments, etc.) per month.
 - 7.2.2. Conduct a minimum of one (1) familiarization tour to Lee County from Target Area.
 - 7.2.3. Generate a minimum of 15 sales leads per month.
 - 7.2.4. Generate a minimum of 800 room nights booked per month.
 - 7.2.5. Required to enter all account information (leads, contacts, traces, and notes) generated through all activities and on behalf of the County into Simpleview CRM system on a monthly basis.

8. PRICING AND FEES

- 8.1. Vendor shall provide pricing as requested and following the details as described within the Submittal Requirements stated herein. Structure of Agreement payments is expected to allow for an overall not to exceed expense reimbursement with monthly retainer payment installments provided to the Vendor.
- 8.2. The projected budget (Fiscal Year October 1st, 2023, through September 30th, 2024) for this proposal for tourism representation in the Northeast US region is estimated at \$165,000.00. 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 Commissioners.
- 8.3. Under this Agreement the County 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.
- 8.4. The County shall provide to the Vendor one (1) Simpleview subscription (1 username and password access) to fulfill the Simpleview requirements of this Agreement inclusive of any renewals. Any additional subscriptions shall be purchased by or billed to the Vendor.

9. VCB TRADE SHOWS REGISTRATIONS

- 9.1. The following table provides an example of the FY22-23 Trade Show Participation/ Client Events schedule and estimated costs to be paid for by the County. Registration and booth costs are paid directly by the County. Travel costs are paid by the Vendor and expenses to the County for reimbursement once travel is complete. All costs are estimates and subject to change.

Northeast Sales Representative Example Travel Schedule FY 2022-23 Trade Show Participation / Client Events				
Month	Event	Location	Estimated Registration and Booth Costs	Estimated Travel Costs
October	GPS Destination Event	New York, NY	\$1,000	\$1,625
	GPS Destination Event	Boston, MA	\$1,000	\$1,625
November	American Express INTERaction	Houston, TX	\$10,000	\$1,800
	Connect DC	Washington, DC	\$4,450	\$500
December	PCMA New England Chapter Client Event & Sales Calls	Boston, MA	\$1,000	\$1,800
	Capitol CVB Reps Holiday Event	Washington, DC	\$1,700	\$50
January	PCMA Convening Leaders	Columbus, OH	\$1,600	\$1,800
February	NYSAE Trade Show, Theatre Client Event & Sales Calls	New York, NY	\$5,500	\$1,800
April	Red Sox Fenway Client Event & Sales Calls	Boston, MA	\$5,000	\$1,800
May	HelmsBriscoe ABC	Denver, CO	\$5,000	\$2,500
June	Smart Meetings Mid-Atlantic Regional & Sales Calls	TBD	\$2,700	\$1,000
August	ASAE Annual Meeting	Atlanta, GA	\$5,700	\$1,800
	Capitol CVB Reps Summer Sizzle Client Event	Alexandria, VA	\$600	\$50
September	Connect Association	Minneapolis, MN	\$4,000	\$1,800
Total			\$49,250	\$19,950

End of Detailed Specifications

SPECIAL CONDITIONS AND SUPPLEMENTAL INSTRUCTIONS

These are conditions that are in relation to this solicitation only and have not been included in the County’s standard Terms and Conditions or the Scope of Work.

1. PROJECT TERM

1.1. The County currently has an Agreement in place for such services that is set to expire September 30th, 2023. The Agreement associated with this solicitation shall therefore not become effective until October 1st, 2023, or soon thereafter. Should the existing Agreement be terminated prior to the expiration date, the County reserves the right to enter into Agreement with the Vendor prior to October 1st, 2023.

2. BASIS OF AWARD

2.1. Award will be made to the most responsible and responsive proposer based on the evaluation criteria.
2.2. The Lee County Local Vendor Preference Ordinance has been waived for this solicitation and all references contained herein and non-applicable to this solicitation and subsequent Agreement and/or Purchase Order(s).

3. COPYRIGHTED MATERIAL

3.1. Copyrighted material will be accepted as part of a proposal, only if accompanied by a waiver that shall allow the County to make paper and electronic copies necessary for the use of County staff and agents. Copyrighted material is not exempt from the Public Records Law, Chapter 119, Florida Statutes. Therefore, such material shall be subject to viewing by the public.
3.2. The Vendor shall assign to the County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and all versions of the plans, specifications, drawings, reports, graphics, analysis, plans, strategies, media, print, etc.; prepared by the Vendor for the county in connection with this Agreement.

4. CONFLICT OF INTEREST

4.1. The Vendor, its employees or any subcontractors or subconsultants, agrees during the term of the Agreement, not to divulge, furnish or make available to any third person, firm or organization, any nonpublic information concerning the services to be rendered by the Vendor without the County’s written consent or as required by law or in a course of judicial or legislative proceeding where information has been subpoenaed.
4.2. The Vendor must agree not to represent and or terminate all conflict-of-interest accounts. This may include, but not limited to, a state, county, city, nation or region deemed to be competitive or as defined by the Lee County Visitor Convention Bureau.
4.3. The Lee County Visitor Convention Bureau (VCB) is to be advised of all new business solicitations by the Vendor that could be perceived to constitute a conflict of interest. With regards to the matter of breach of subsidiary offices of the Vendor, it shall be clear that all offices are considered as part of the total corporate entity. Vendor shall provide the County a list of any accounts the Vendor would perceive as a potential conflict at any time such conflict arises.

5. REIMBURSABLE EXPENSES AND GUIDELINES

5.1. Vendor shall be entitled to reimbursement of out-of-pocket, non-personal expenses and costs for travel, further described below, when performing services under this Agreement. All reimbursement requests must include copies of receipt(s) or any other reasonable documentation pertaining to reimbursement request.

- 5.2. Vendor and or any contracted personnel must be authorized by the County Manager, County Attorney or Hearing Examiner and shall be subject to the policies and procedures as approved for regular employees of Lee County (AC-3-21 Administrative Code). See attachment A.
- 5.3. All approved expenses shall be reimbursed at actual cost, except mileage and expenses for meals, those shall be reimbursed per most recent USGSA Code per Florida Statute 112.061 (specific travel reimbursement amounts will be based on location).
- 5.4. The County shall reimburse the Vendor for expenses resulting directly from the Vendor's work under this Agreement as described herein. Reimbursable expenses shall include:
 - Reasonable, allowable travel and transportation. Vendor must follow reimbursement plan as described above.
 - Entertainment expenses – money a business spends in the course of buying meals (food, beverages, taxes and tips) for entertaining a client or customer for Lee County business.
 - Distribution, shipping, and or storage of materials as required
 - Telephone, courier, postage, cell phone usage for Lee County business
 - Cost of producing promotional material (creative and printing) based on quotes submitted
 - Co-op marketing
 - Trade or consumer participation
 - Media purchasing
 - Press clipping monitoring services
- 5.5. Reimbursable expenses are subject to approval by the County. Unallowable reimbursement includes, but are not limited to, travel rewards or benefits programs. 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.
- 5.6. The County shall 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 of the County, or requests with insufficient documentation.
- 5.7. TRAVEL REIMBURSEMENT GUIDELINES: Vendors are not reimbursed for travel related to training or professional development, unless it is required by the VCB.
- 5.8. Travel requires prior authorization by the County and prior authorization must be submitted with the reimbursement request for such expenses.
- 5.9. Accommodation and air travel reservations shall be made by the Vendor in a timely manner in order to obtain the best rates possible. The County shall reimburse approved air travel for economy class only.
- 5.10. Local travel mileage for a privately owned vehicle may be claimed when incurred while entertaining a client and promoting Lee County. Documented pre-approval by VCB must be provided with the invoice. Local travel shall be claimed on the Entertainment Justification Form. Local travel is defined as within the County of headquarters or surrounding counties within the vicinity.
- 5.11. MEALS: Per AC 3-21, 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.
 - 5.11.1. Breakfast - When travel begins before 6:00 A.M. and extends beyond 8:00 A.M.
 - 5.11.2. Lunch – When travel begins before 12:00 P.M. and extends beyond 2:00 P.M.

- 5.11.3. 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.
- 5.12. 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 agency.
- 5.13. **TIPS AND GRATUITIES:** Pursuant to Florida Administrative Code Rule 69 I-42.010 tips and gratuities are reimbursable as follows (and as updated time to time by the State of Florida).
 - 5.13.1. Taxi – Actual tips not to exceed 15% of fare.
 - 5.13.2. Mandatory valet parking, not to exceed \$1.00 per occasion, and incurred in performance of public business.
 - 5.13.3. Portage – Not to exceed \$1.00 per bag or a total of \$5.00.
- 5.14. Vendor shall not be entitled to hourly compensation for time spent traveling.
- 5.15. **ENTERTAINMENT REIMBURSEMENT GUIDELINES:** Entertainment expenses requires prior authorization by the County and must be submitted with the reimbursement request for such expenses.
- 5.16. A completed Entertainment Justification Form must be attached to the invoice if promotional activities happened within the Vendor headquarters/local vicinity. Entertainment expenses are defined as meals, and beverages (including alcoholic beverages). Entertaining within Lee County may also include costs to attend sporting events, concerts, plays, and other venues or establishments as approved by Lee County.
- 5.17. Tips provided must be reasonable and supported by a receipt. Tips exceeding 20% must be justified with an explanation. The percentage provided must be notated.

6. INVOICES

- 6.1. Vendor must submit appropriate invoices and detailed records of expenditures, as detailed by the Lee County Administrative Code - AC-3-21. (AC-3-21 attached herein as Attachment A)
- 6.2. Vendor shall provide invoicing details that accurately depict and specify all services provided as to the request of the County and or specific VCB fiscal staff.
- 6.3. Invoicing shall be submitted no less than monthly and include supporting documentation for each expense submitted. All reimbursable expenses are subject to approval by the County. The county will review each request to verify the legitimacy of the expense(s) and reserves the right to reject any requests for expenses not directly related to the Vendor's work on behalf of the County.
- 6.4. Formatted invoices must include the following, but not limited to:
 - Purchase order number
 - Invoice number
 - Invoice date
 - Service period (can only be submitted once, unless approved in advance)
 - Invoice summary description and adequate descriptions for each individual charge
 - Supporting documentation for proof of current exchange rates
 - Receipts and or third-party invoices to support individual charges
 - Appropriate forms as required
 - Itinerary, show agendas, and or an explanation of the Vendor's related business activities

- 6.5. All approved expenses submitted with proof of payment, shall be reimbursed at actual cost, except for meals and incidental travel expenses. Meals paid for by Lee County are not eligible for reimbursement; meals are paid in accordance with the most recent USGSA Code.
- 6.6. The VCB may provide the VCB Invoice Submission Checklist as a courtesy to assist with accurate and timely invoice submission. The checklist is not an integral part of this Request for Proposal.
- 6.7. When requesting reimbursement for promotional travel related expenses, the invoice must include but not be limited to:
- 6.7.1. Lee County Travel Reimbursement Form:
- Must have VCB pre- approval indicated and the traveler signature included.
 - All travel related expenses shall be appropriately documented completely, and substantiated with receipts, except GSA meal allowances and incidental amounts that may be claimed.
 - A breakdown of meals and incidental allowances from the appropriate website.
 - All amounts must be in US dollars.
 - The form must be completed in its entirety.
 - The promotional purpose must be included. If additional space is needed to justify the promotional expenses, a second page can be utilized.
 - An Entertainment Justification Form, if applicable (see Entertainment Reimbursement Guidelines above for additional information).
 - Travel related charges can only be submitted once unless pre-approval is obtained to submit a revised request for reimbursement. The original Travel Reimbursement Request Form must be revised and resubmitted for additional reimbursement related to a trip that was previously submitted.
 - Tips provided must be reasonable and supported by a receipt. Tips exceeding 15% must be justified with an additional explanation. The percentage provided must be notated.
- 6.8. Actual receipts for all reimbursement requests including ground transportation are required. Ground transportation shall include vehicle rental (rental, insurance, and fuel charges), taxi service, train tickets, rail passes, busses, etc. Expense reimbursements for missing receipts must be pre-approved by the County prior to invoicing and submitted on a Missing Receipts Justification Form.

End of Special Conditions

SUPPLEMENTAL INFORMATION

1. Attachment A- Administrative Code AC-3-21

End of Supplemental Information

ADMINISTRATIVE CODE BOARD OF COUNTY COMMISSIONERS	
CATEGORY: Financial/Fiscal/Budget	CODE NUMBER: AC-3-21
TITLE: Travel Authorization and Reimbursable Expenses (Florida Statute 112.061)	ADOPTED: 04/07/93
	AMENDED: 09/21/94; 12/16/03; 03/15/05; 05/23/06; 01/30/07; 12/11/07; 04/29/08
	ORIGINATING DEPARTMENT: County Administration/ Administrative Services
<p>PURPOSE/SCOPE: To define various categories of travel, approvals required and procedures for prepayment, advances and reimbursement.</p> <p>POLICY/PROCEDURE: When County officials or employees spend their personal resources for travel which is in the course of County business or in support of a County purpose, such officials and employees may be reimbursed for such expenses from County funds.</p> <p>Travel and related expenses may be authorized for employees attending annual meetings, conferences, etc. where CEU's or credits towards licenses are issued when such licenses or certifications are required for their assigned job.</p> <p>Travel categories are defined as follows:</p> <p><u>Local Travel – Requires Supervisor (or designee) Approval</u> When authorized, County employees may, for County business, utilize their personal vehicles and incur personal expenses for travel within Lee County or adjacent counties and shall be eligible for reimbursement for allowable expenses of such travel.</p> <p><u>Definition:</u> Local travel within Lee County including Gasparilla Island, Boca Grande and one day travel to counties within the state of Florida. Also identified as Class "C" travel. This category includes short trips where mileage and tolls are the only reimbursement.</p>	

AC-3-21 (Continued)

Allowable Reimbursements:

For local travel the allowable reimbursements will be the approved mileage rate for miles actually traveled and other actual travel-related expenses such as tolls, parking fees, transit fares, county business phone calls, or meals (if they are part of the program and included in the cost of the registration fee). For local travel, reimbursement may be made through procurement card, direct voucher or petty cash (as appropriate and shall be paid in accordance with the most recent U.S. General Services Administration (USGSA) rate and actual cost for other expenses):

Out of County Travel – Requires Division Director (or designee) Approval

Definition:

Travel that is required in the course of County business within the United States of America that does not fall within the definition of local travel. Also identified as either Class “A”, Class “B” and Class “C” Travel as appropriate.

Allowable Reimbursements:

The allowable reimbursement for out of county travel will be the approved travel mileage rate for miles actually traveled when utilizing a personal vehicle; common carrier fares; automobile rental; tolls, taxi or transit fares; parking fees; private charters; lodging; meals; phone and telegraph and facsimile fees.

Expenses such as hotel, airfare, registration fees, etc. may be prepaid through a direct voucher, charged on a county procurement card, or reimbursed to the traveler after the travel takes place.

Travel advances may be issued to a County employee when specifically authorized by the County Manager, County Attorney, or Hearing Examiner or their designee, per their respective departments.

International Travel – Requires County Administrator (or designee) Approval

Definition:

Travel required during the course of County business to locations outside the United States of America. Due to the nature of their role in Lee County operations, VCB personnel are exempt from requiring County Manager’s approval of their international travel.

AC-3-21 (Continued)

Allowable Reimbursements:

The allowable reimbursement for foreign travel will be in accordance with Administrative Code AC-3-7 "Allowed Expenditures for Entertainment/Promotion", and any applicable Federal Guidelines. Otherwise it will be the approved travel mileage rate for miles actually traveled when utilizing a personal vehicle; common carrier fees; automobile rental; tolls; taxi or transit fares; parking fees; private charters; lodging; meals, phone, and telegraph or facsimile fees.

Expenses such as hotel, airfare, etc. may be prepaid through a direct voucher, charged on a county procurement card, or reimbursed to the traveler after the travel takes place.

Travel advances may be issued to a County employee when specifically authorized by the County Manager, County Attorney, or Hearing Examiner or their designee, per their respective departments.

TRAVEL GUIDELINES

A traveler may be reimbursed the actual and necessary fees for attending events which are not included in a basic registration fee that directly enhance the public purpose of the participation of the County in the conference. Such expenses may include, but not be limited to, banquets and other meal functions. It shall be the responsibility of the traveler to substantiate that the charges were proper and necessary.

Whenever possible the employee should use Lee County's tax-exempt number so that Lee County will not be charged sales tax. It is recognized that it is sometimes impossible to use this number because of uninformed hotel personnel or similar reasons. When using the actual expense method for reimbursements, any sales taxes which are applied to lodging bills shall be considered as part of the actual expenses and will be reimbursed in the same manner as other expenses that may be considered a travel expense.

ALLOWANCES

Travel day – a period of 24 hours consisting of 4 quarters of 6 hours each. Fractional parts of quarters paid as full quarters.

Class "A" Travel – continuous travel of 24 hours or more away from official headquarters.

Class "B" Travel – continuous travel of less than 24 hours which involves overnight absence from official headquarters.

Class "C" Travel – one day travel to include those trips beyond Lee County and adjacent counties. Those trips beyond Lee County and adjacent counties can be reimbursed for 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.) and; dinner (when travel begins before 6:00 p.m. and extends beyond 8:00 p.m.).

AC-3-21 (Continued)

MEAL & MILEAGE ALLOWANCES –

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 agency.

TIPS & GRATUITIES

Pursuant to Florida Administrative Code Rule 69 I-42.010 tips and gratuities are now reimbursable as follows (and as updated time to time by the State of Florida).

- a. Taxi – actual tips not to exceed 15% of the fare.
- b. Mandatory valet parking, not to exceed \$1.00 per occasion, and incurred in performance of public business.
- c. Portage – not to exceed \$1.00 per bag or total of \$5.00.

REQUIRED DOCUMENTATION (FORMS)

Local Travel Report: This form will be required to be completed in conjunction with Class “C” Travel. Approval must be obtained prior to actual travel except for the short trips such as errands or meetings pertaining to County business.

Non-Local Travel Report: This form will be required to be completed in conjunction with all Class “A” or Class “B” Travel. Approval by the appropriate authorizing official must be obtained prior to the actual travel and all pertinent purchase orders should be issued.

REQUIRED DOCUMENTATION

All original invoices will be sent in to Finance with the final reimbursement request. Copies will be used to request individual payments for registration, rental vehicles, airfare or any other expense. In the event no reimbursement will be sought, it will still be necessary to submit all original receipts attached to a travel report to Finance.

AC-3-21 (Continued)

RENTAL VEHICLES

Written justification is necessary for the use of rental vehicles. The justification should be based on the cost of renting vs. using alternative local transportation. i.e. taxi, bus, shuttle, etc. This justification will be required to be on file in Finance.

ACCELERATE ARRIVAL OR DELAY DEPARTURE

It is acceptable to accelerate arrival or delay departure, if approved at the proper level. It will also be necessary to provide Finance with documentation that there will be no additional cost to the County. This may be accompanied by comparison of airfares on different days compared to hotel.

LODGING SELECTION

When choosing a hotel, conference and surrounding hotel rates may vary drastically. While moderate price range rooms will not be questioned, written justification will be required by Finance for higher priced accommodations.

TRAVEL REIMBURSEMENT FOR OUTSIDE PERSONS

Persons who contribute time and service as consultants, advisors or other contracted professionals to the County may be reimbursed for travel expenses incurred for a County purpose. Such reimbursements must be authorized by the County Manager, County Attorney or Hearing Examiner and shall be subject to the policies and procedures as approved for regular employees of Lee County. Reimbursements for these charges may not be paid for out of the 4000 object code series. 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.

Travel for members of the public who are clientele of a County program and when such travel is a legitimate part of the County program must be authorized by the County Manager, County Attorney or Hearing Examiner and shall be subject to policies and procedures as approved for regular employees of Lee County. Reimbursements for these charges will be charged to other professional services.

Candidates for employment with Lee County may be reimbursed for travel expenses (interview expenses) in accordance with policies and procedures, approved for regular employees of Lee County (No Travel Form is required). The County Manager, County Attorney, Hearing Examiner or Department Director will be responsible for approving such travel and reimbursement of expenses.



Procurement Management Department
2115 Second Street, 1st Floor
Fort Myers, FL 33901
Main Line: (239) 533-8881
Fax Line: (239) 485-8383
www.lee.gov/procurement

Posted Date: March 7, 2023

Solicitation No.: RFP230113CMR

Solicitation Name: VCB- Meeting Sales Promotion Representative – Northeast USA

Subject: Addendum Number 1

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. QUESTIONS/ANSWERS

1.	Whether companies from Outside USA can apply for this? (like, from India or Canada)
Answer	Please see solicitation document, page 20 article 3.3. states: “ The Vendor shall be home-based, and it is preferred they reside in, or close to, the Washington DC metropolitan area.”
2.	Whether we need to come over there for meetings?
Answer	Yes, the Vendor will be required to periodically travel to Fort Myers for various destination tours and meetings.
3.	Can we perform the tasks (related to RFP) outside USA? (like, from India or Canada)
Answer	Please see solicitation document, page 20 article 3.3. states: “ The Vendor shall be home-based, and it is preferred they reside in, or close to, the Washington DC metropolitan area.”
4.	Can we submit the proposals via email?
Answer	No, we do not accept electronic proposals. All proposal shall be at the office of the Procurement Management Director, 2115 Second Street, 1st Floor, Fort Myers, FL 33901, prior to 2:30PM on Monday, March 20th, 2023.

BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.

Carolina Rodriguez
 Carolina Rodriguez
 Procurement Analyst Direct Line: 239-533-8858
 Lee County Procurement Management

EXHIBIT B FEE SCHEDULE

In accordance with this Agreement, the County shall pay the Vendor for actual work performed at the fees set forth below, plus reimbursable expenses as further described herein, in a total amount not to exceed \$165,000.00 US Dollars (USD) annually.

Vendor Retainer/Service Fee

The County shall pay the Vendor a total of \$140,000.00 annually (the Vendor's service fee), which will be disbursed in 12 equal monthly installments of \$11,666.66. Each monthly payment shall be disbursed by the end of the month prior to work being performed.

Reimbursable Expenses

In addition to the Vendor's service fee, the County shall reimburse the Vendor, in an annual amount not to exceed \$25,000.00, for out-of-pocket expenses resulting directly from the Vendor's work under this Agreement as described in Exhibit A, including, but not limited to, expenses related to tradeshow registration costs, networking events, and client sales calls; client entertainment; travel expenses related to tradeshows, familiarization tours, sales missions, site inspections, and monthly local industry meetings; and postage/shipping when needed to ship promotional materials to large events. Travel costs shall be paid in accordance with the Lee County Travel Policy.

All reimbursement requests must include copies of receipt(s) or any other reasonable documentation pertaining to reimbursement request.

EXHIBIT C INSURANCE REQUIREMENTS



Insurance Requirements (General Liability Only)

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 to Include Participant Legal 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

Verification of Coverage:

- 1. Coverage shall be in place prior to the commencement of any event and throughout the duration of the event. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:
 - a. **Under the Description of Operations, the following must read as listed:**

“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are automatic additional insureds and includes an automatic waiver of subrogation with regard to general liability. The certificate holder is an additional insured on a primary and noncontributory basis with regards to general liability.”

- b. **The certificate holder must read as follows:**

- Lee County, a political subdivision and Charter County of the State of Florida
P.O. Box 398
Fort Myers, Florida 33902

Special Requirements:

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

EXHIBIT D
VENDOR BACKGROUND SCREENING AFFIDAVIT



VENDOR BACKGROUND SCREENING AFFIDAVIT

Florida Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Vendor who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law.

The Vendor is responsible for ensuring that such required background screenings are conducted in accordance with Florida Statutes Chapter 435. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.

Under penalty of perjury, I declare that I have read and understand the requirements stated above, and that all required background screenings shall be conducted in accordance with this affidavit. I further understand that there may be additional local, state, and federal regulations that may require background screening, and that the Vendor will be solely responsible for complying with such legal requirements. Furthermore, the Vendor shall indemnify and hold Lee County harmless from any and all claims or actions resulting from failure to comply with this affidavit.

Date: 04/11/23

Betsy Bush
Signature

STATE OF Virginia
COUNTY OF ALexandria

Betsy Bush / owner + President
Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 11 day of April, 2023, by the above-named person and in their stated capacity, and is either personally known to me or who has produced the following type of identification: DRIVERS LICENSE
Type of Identification

[Stamp/seal required]

[Signature]
Signature, Notary Public

DANIELA DIAZ-RODRIGUEZ
NOTARY PUBLIC
REG. # 7995990
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES JUNE 30, 2026