



Advertise Date: Tuesday, April 04, 2023

Lee County Board of County Commissioners
DIVISION OF PROCUREMENT MANAGEMENT

Request for Proposal (RFP) NON-CCNA

Solicitation No.: RFP230233CMR

Solicitation Name: VCB Germany, Austria, Switzerland Representation

Open Date/Time: Friday, May 05, 2023 Time: 2:30 PM

Location: Lee County Procurement Management
2115 Second Street, 1st Floor
Fort Myers, FL 33901

Procurement Contact: Carolina Rodriguez Title Procurement Analyst

Phone: (239) 533-8858 Email: Crodriguez3@leegov.com

Requesting Dept. Visitor and Convention Bureau

Pre-Solicitation Meeting:
 Type: No meeting scheduled at this time

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



Notice to Contractor / Vendor / Proposer(s)

REQUEST FOR PROPOSAL (RFP)

Lee County, Florida, is requesting proposals from qualified individuals/firms for

RFP230233CMR - VCB Germany, Austria, Switzerland Representation

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, 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 Friday, May 05, 2023

to the office of the **Procurement Management Director, 2115 Second Street, 1st 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.Lee.gov.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.Lee.gov.com/procurement. It is the proposer's 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.

Carolina Rodriguez, crodriguez3@LeeGov.com

Sincerely,

A handwritten signature in blue ink, appearing to read "A. Brooke", is written over the typed name and title of Adam Brooke.

Adam Brooke, CPPO, CPPB
Procurement Manager

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

Terms and Conditions Request for Proposal

1. DEFINITIONS

- 1.1. **Addendum/Addenda:** A written change, addition, alteration, correction or revision to a bid, proposal or contract agreement. Addendum/Addenda may be issued following a pre-bid/pre-proposal conference or as a result of a specification or work scope change to the solicitation.
- 1.2. **Approved Alternate:** Solicitation documents may make reference of specific manufacturer(s) or product(s). These references serve only as a recommendation and a guide to minimum quality and performance. The references are not intended to exclude approved alternatives of other manufacturer(s) or product(s).
- 1.3. **Bid/Proposal Package:** A bid/proposal is a document submitted by a vendor in response to some type of solicitation to be used as a basis for negotiations or for entering into a contract.
- 1.4. **Bidder/Responder/Proposer:** One who submits a response to a solicitation.
- 1.5. **County:** Refers to Lee County Board of County Commissioners.
- 1.6. **Due Date and Time/Opening:** Is defined as the date and time upon which a bid or proposal shall be submitted to the Lee County Procurement Management Division. Only bids or proposals received prior to the established date and time will be considered.
- 1.7. **Liquidated Damages:** Damages paid usually in the form of monetary payment, agreed by the parties to a contract which are due and payable as damages by the party who breaches all or part of the contract. May be applied on a daily basis for as long as the breach is in effect.
- 1.8. **Procurement Management:** shall mean the Director of Lee County's Procurement Management Department or designee.
- 1.9. **Responsible:** A vendor, business entity or individual who is fully capable to meet all of the requirements of the bid/proposal solicitation documents and subsequent contract. Must possess the full capability including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.
- 1.10. **Responsive:** A vendor, business entity or individual who has submitted a bid or request for proposal that fully conforms in all material respects to the bid/proposal solicitation documents and all of its requirements, including all form and substance.
- 1.11. **Solicitation:** An invitation to bid, a request for proposal, invitation to negotiate or any document used to obtain bids or proposals for the purpose of entering into a contract.

2. ORDER OF PRECEDENCE

- 2.1. If a conflict exists between the "Terms and Conditions" the following order of precedents will apply:
 - 2.1.1. Lee County Procurement Management Ordinance 22-06
 - 2.1.2. Special Conditions and Supplemental Instructions
 - 2.1.3. Detailed Scope of Work
 - 2.1.4. These Terms and Conditions

3. RULES, REGULATIONS, LAWS, ORDINANCES AND LICENSES

- 3.1. It shall be the responsibility of the proposer to assure compliance with all other federal, state, or county codes, rules, regulations or other requirements, as each may apply. Any involvement with the Lee County shall be in accordance with but not limited to:
 - 3.1.1. Lee County Procurement Policy Ordinance 22-06
 - 3.1.2. Pursuant to FL § Section 119.071, Public Records, General exemptions from inspection or copying of public records, sealed bids or proposals received by the County. Pursuant to this, solicitation are exempt from public records request (s. 119.07(1) and s. 24(a), Art. I, of the Florida Constitution) until such time as the agency provides notice of a decision or intended decision (pursuant to s. 119.071(2)) or within 30 days after bid or proposal opening, whichever is earlier.
 - 3.1.3. Florida Statute 218 Public Bid Disclosure Act.

- 3.1.4. Florida Statute 337.168 Confidentiality of official estimates, identities of potential bidders, and bid analysis and monitoring.
 - 3.1.5. FL § Section 607.1501(1) states: A foreign corporation may not transact business in the State of Florida until it obtains a certificate of authority from the Department of State.
 - 3.2. **Local Business Tax:** If applicable, provide with proposal.
 - 3.3. **License(s):** Proposer should provide, at the time of the opening of the proposal, all necessary permits and/or licenses required for this product and/or service.
4. RFP – PREPARATION OF PROPOSAL
- 4.1. Proposals must be sealed in an envelope, and the outside of the envelope must be affixed with the label included in the forms section.
 - 4.2. **Submission Format:**
 - 4.2.1. Required Forms: complete and return **all** required forms. If the form is not applicable, please return with “Not Applicable” or “N/A” in large letters across the form.
 - 4.2.2. Execution of Proposal: All documents must be properly signed by corporate authorized representative, witnessed, and where applicable corporate and/or notary seals affixed. All proposals shall be typed or printed in ink. The proposer may not use erasable ink. All corrections made to the proposal shall be initialed.
 - 4.2.3. Should not contain links to other Web pages.
 - 4.3. **Preparation Cost:**
 - 4.3.1. The Proposer is solely responsible for any and all costs associated with responding to this solicitation. No reimbursement will be made for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs that are incurred by any Proposer.
5. RESPONSES RECEIVED LATE
- 5.1. It shall be the proposer’s sole responsibility to deliver the proposal submission to the Lee County Procurement Management Division prior to or on the time and date stated.
 - 5.2. Any proposals received after the stated time and date will not be considered. The proposal shall not be opened at the public opening. Arrangements may be made for the unopened proposal to be returned at the proposer’s request and expense.
 - 5.3. The Lee County Procurement Management Division shall not be responsible for delays caused by the method of delivery such as, but not limited to; Internet, United States Postal Service, overnight express mail service(s), or delays caused by any other occurrence.
6. PROPOSER REQUIREMENTS (unless otherwise noted)
- 6.1. **Responsive and Responsible:** Only proposals received from responsive and responsible proposers will be considered. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other necessary action, such as background checks, to determine ability to perform is satisfactory, and reserves the right to reject submission packages where evidence submitted or investigation and evaluation indicates an inability for the proposer to perform.
 - 6.1.1. Additional sources may be utilized to determine credit worthiness and ability to perform.
 - 6.1.2. Any Proposer or sub-Proposer that will have access to County facilities or property may be required to be screened to a level that may include, but is not limited to fingerprints, statewide criminal. There may be fees associated with these procedures. These costs are the responsibility of the Proposer or sub-Proposer.
 - 6.1.3. Proposers are responsible for ensuring that any required background screening are conducted in accordance with Chapter 435. Proposers shall be aware, understand, and ensure compliance with the statutory requirements regarding background checks. FL Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Proposer 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. Such requirements shall flow down to sub-contractors/consultants of the prime Proposer and prime Proposer shall ensure compliance with Chapter 435 of such parties.

- 6.1.3.1.1. 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.
 - 6.2. **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 proposer disqualification.
7. PRE-SOLICITATION CONFERENCE
- 7.1. A pre-solicitation conference will be held in the location, date, and time specified on the cover of this solicitation. The cover will also note if the pre-solicitation conference is Non-Mandatory or Mandatory. All questions and answers are considered informal. All prospective proposers are encouraged to obtain and review the solicitation documents prior to the pre-proposal so they may be prepared to discuss any questions or concerns they have concerning this project. All questions must be submitted formally in writing to the procurement staff noted on the first page of the solicitation document. A formal response will be provided in the form of an addendum (see “County Interpretation/Addendums” for additional information.) A site visit may follow the pre-proposal conference, if applicable.
 - 7.2. **Non-Mandatory:** Pre-solicitation conferences are generally non-mandatory, but it is highly recommended that prospective proposers participate.
 - 7.3. **Mandatory:** Failure to attend a mandatory pre-solicitation conference will result in the proposal being considered **non-responsive**.
8. COUNTY INTERPRETATION/ADDENDUMS
- 8.1. Each Proposer shall examine the solicitation documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the solicitation shall be **submitted in writing prior to 5:00 PM at least eight (8) calendar days prior to the date when the submission is due.**
 - 8.2. Response(s) will be in the form of an Addendum posted on www.leegov.com/procurement. It is solely the proposer’s responsibility to check the website for information. No notifications will be sent by Lee County Procurement Management Division.
 - 8.3. All Addenda shall become part of the Contract Documents.
 - 8.4. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. Interpretation of the meaning of the plans, specifications or any other contract document, or for correction of any apparent ambiguity, inconsistency or error there in, shall be in writing. Issuance of a written addendum by the County’s Procurement Management Division is the only official method whereby interpretation, clarification or additional information can be given.
9. QUALITY GUARANTEE/WARRANTY (as applicable)
- 9.1. Proposer will guarantee their work without disclaimers, unless otherwise specifically approved by the County, for a minimum of twelve (12) months from final completion.
 - 9.2. Unless otherwise specifically provided in the specifications, all equipment and materials and articles incorporated in the work covered by this contract shall be new, unused and of the most suitable grade for the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the specifications. All warranties will begin from the date of final completion.
 - 9.3. Unless otherwise specifically provided in the specifications, the equipment must be warranted for twelve (12) months, shipping, parts and labor. Should the equipment be taken out of service for more than forty-eight (48) hours to have warranty work performed, a loaner machine of equal capability or better shall be provided for use until the repaired equipment is returned to service at no additional charge to the County.
 - 9.4. If any product does not meet performance representation or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed, the vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials, if in its judgment the item reflects unsatisfactory workmanship or manufacturing or shipping damage. The vendor shall refund, to the County, any money which has been paid for same.

10. SUBSTITUTION(S)/APPROVED ALTERNATE(S)

- 10.1. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If a proposer wishes to make a substitution in the specifications, the bidder shall furnish to the County, **no later than ten (10) business days prior to the solicitation opening date**, the name of the manufacturer, the model number, and other identifying data and information necessary to aid the County in evaluating the substitution. Such information is submitted through the Procurement Management Division. Any such substitution shall be subject to County approval through the issuance of a written addendum by the County's Procurement Management Division. Substitutions shall be approved only if determined by the County to be an **Approved Alternate** to the prescribed specifications.
- 10.2. A proposal containing a substitution is subject to disqualification if the substitution is not approved by the County. Items bid must be identified by brand name, number, manufacturer and model, and shall include full descriptive information, brochures, and appropriate attachments. Brand names are used for descriptive purposes only. An **Approved Alternate** product or service may be used.

11. ADDITIONS, REVISIONS AND DELETIONS

- 11.1. Additions, revisions, or deletions to the Terms and Conditions, specifications that change the intent of the solicitation will cause the solicitation to be non-responsive and the proposal will not be considered. The Procurement Management Director shall be the sole judge as to whether or not any addition, revision, or deletion changes the intent of the solicitation.

12. NEGOTIATED ITEMS

- 12.1. Any item not outlined in the Scope of Services may be subject to negotiations between the County and the successful Proposer.
- 12.2. After award of this proposal the County reserves the right to add or delete items/services at prices to be negotiated at the time of addition or deletion.
- 12.3. At contract renewal time(s) or in the event of significant industry wide market changes, the County may negotiate justified adjustments such as price, terms, etc., to this contract with the County, in its sole judgment, considers such adjustments to be in the best interest of the County.

13. ERRORS, OMISSIONS, CALCULATION ERRORS (as applicable)

- 13.1. **Errors/Omissions:** Approval by County of the successful proposer's work product for the project shall not constitute nor be deemed a release of the responsibility and liability of the successful proposer for the accuracy and competency of the successful proposer's designs, drawings, specifications or other documents and work pertaining to the project. Additionally, approval by the County of the successful proposer's work product shall not be deemed to be an assumption of drawings, specifications or other documents prepared by the successful proposer for the project. After acceptance of the final plans by the County, the successful proposer agrees, prior to and during the construction of the project, to perform such successful proposer services, at no additional cost to the County, as may be required by the County to correct errors or omissions on the plans prepared by the successful proposer pertaining to the project.
- 13.2. **Calculation Errors:** In the event of multiplication/addition error(s), the unit price shall prevail. Written prices shall prevail over figures where applicable. All proposals shall be reviewed mathematically and corrected, if necessary, using these standards, prior to additional evaluation.

14. CONFIDENTIALITY

- 14.1. Proposers should be aware that all proposals provided are subject to public disclosure and will **not** be afforded confidentiality, unless provided by Chapter 119 Florida Statute.
- 14.2. If information is submitted with a proposal that is deemed "Confidential" the proposer must stamp those pages of the proposal that are considered confidential. The proposer must provide documentation as to validate why these documents should be declared confidential in accordance with Chapter 119, "Public Records," exemptions.

- 14.3. Lee County **will not reveal engineering estimates or budget amounts for a project** unless required by grant funding or unless it is in the best interest of the County. According to Florida State Statute 337.168: A document or electronic file revealing the official cost estimate of the department of a project is confidential and exempt from the provisions of s. 119.07(1) until the contract for the project has been executed or until the project is no longer under active consideration.

15. CONFLICT OF INTEREST

- 15.1. All proposers are hereby placed on formal notice that per Section 3 of Lee County Ordinance No. 92-22: The County is prohibited from solicitation of 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.
- 15.2. Should your proposal 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 proposal from consideration for this project.
- 15.3. **Business Relationship Disclosure Requirement:** The award hereunder is subject to the provisions of Chapter 112, Public Officers and Employees: General Provisions, Florida Statutes. All proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of the Lee County or any of its agencies. Further, all proposers must disclose the name of any County employee who owns directly or indirectly, an interest of five percent (5%) or more in the proposer's firm or any of its branches.
- 15.4. A Vendor that assisted in preparing and/or writing a scope of work and/or specifications may not submit a bid or proposal for County consideration on that project.

16. ANTI-LOBBYING CLAUSE (Cone of Silence)

- 16.1. Upon the issuance of the solicitation, prospective proposers or any agent, representative or person acting at the request of such proposer shall not have any contact, communicate with or discuss any matter relating in any way to the solicitation with any Commissioner, Evaluation Review Committee, agent or employee of the County other than the Procurement Management Director or their designee. This prohibition begins with the issuance of any solicitation and ends upon execution of the final contract or when the solicitation has been cancelled. **If it is determined that improper communications were conducted, the Proposer maybe declared non- responsible.**

17. ANTITRUST VIOLATION

- 17.1. A person or an affiliate who has been placed on the antitrust violator vendor list, available at [Antitrust Violator Vendor List / Vendor Registration and Vendor Lists / State Agency Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS \(myflorida.com\)](#), following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to Lee County; may not submit a bid, proposal, or reply for a new contract with Lee County for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to Lee County; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with Lee County; and may not transact new business with Lee County.

18. DRUG FREE WORKPLACE

- 18.1. Lee County Board of County Commissioners encourages Drug Free Workplace programs.

19. FLORIDA CERTIFIED ENTERPRISES

- 19.1. The County encourages the use of Florida Certified Enterprises such as such as Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) firms.
- 19.2. Bidder/Proposer is requested to indicate whether the Firm and/or any proposed sub-consultants are a Florida Certified Enterprise. Lee County encourages the utilization and participation of DBE, MBE, WBE, VBE or similar 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 Florida Certified Enterprises such as Disadvantaged, Minority,

Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) firms and similar are encouraged to submit.

20. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

- 20.1. The proposer agrees to comply, in accordance with, 504 of the Rehabilitation Act of 1973 as amended, the Americans with Disabilities Act of 1990 (ADA), the ADA Amendments Act of 2008 (ADAAA) that furnishing goods or services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, disability or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- 20.2. The proposer will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, disability or marital status. The proposer will make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, disability or marital status.
- 20.3. The proposer will include the provisions of this section in every sub-contract under this contract to ensure its provisions will be binding upon each sub-contractor. The proposer will take such actions in respect to any sub-contractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.
- 20.4. An entity or affiliate who has been placed on the State of Florida's Discriminatory Vendor List (This list may be viewed by going to the Department of Management Services website at <http://www.dms.myflorida.com>) may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a vendor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

21. SUB-PROPOSER/CONSULTANT

- 21.1. The use of sub-proposer/consultant under this solicitation is not allowed without prior written authorization from the County representative.

22. RFP - PROJECT GUIDELINES

- 22.1. The County has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and or Requirements which shall service as a guide to the proposer(s) in conforming the professional services and work to provide pursuant to this Agreement/Contract:
 - 22.1.1. No amount of work is guaranteed upon the execution of an agreement/contract.
 - 22.1.2. Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the agreement/contract period.
 - 22.1.3. This contract does not entitle any firm to exclusive rights to County agreements/contracts. The County reserves the right to perform any and all available required work in-house or by any other means it so desires.
 - 22.1.4. In reference to vehicle travel, mileage and man-hours spent in travel time, is considered incidental to the work and not an extra compensable expense.
 - 22.1.5. Lee County reserves the right to add or delete, at any time, and or all tasks or services associated with this agreement.
 - 22.1.6. Any Single Large Project: The County, in its sole discretion, reserves the right to separately solicit any project that is outside the scope of this solicitation, whether through size, complexity or the dollar value.

23. RFP – EVALUATION

- 23.1. **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 is ranked number 1 (“first”), B is ranked number 2 (“joint second”), C is also ranked number 2 (“joint second”) and D is ranked number 3 (“third”).

23.2. Evaluation Meeting(s):

- 23.2.1. The first evaluation will rank Proposers based on the scores from the selection criteria point values.
- 23.2.2. Following the initial evaluation process, the short-listed proposer(s) may be required to provide an on-site interview/presentation.
- 23.2.3. Such subsequent evaluations are to be accomplished by simply ranking the Proposers based off the details provided through the on-site interview/presentation. Proposers will be ranked in sequential order with one (1) being the highest ranking. Proposers’ rankings will then be totaled with the total lowest scores receiving final rank order starting with one (1) that shall indicate the highest technically evaluated and most qualified Proposer by the evaluation committee.
- 23.2.4. Proposed short-list and final selection meeting dates are posted on the Procurement Management web page: www.lee.gov/procurement (Projects, Award Pending.)

24. RFP – SELECTION PROCEDURE

- 24.1. The selection will be made in accordance with Lee County Procurement Policy. Some or all of the responding proposer(s) may be requested to provide interviews and/or presentations of their proposal, for the ranking process.
- 24.2. The recommendation to award, negotiated rates and agreement/contract(s) will be submitted to the Board of County Commissioners for approval.
- 24.3. If a satisfactory agreement/contract(s) cannot be negotiated, in a reasonable amount of time, the County, in its sole discretion, may terminate negotiations with the selected proposer(s) and begin agreement/contract negotiations with the next finalist.
- 24.4. The Procurement Management Director reserves the right to exercise their discretion to:
 - 24.4.1. Make award(s) to one or multiple proposers.
 - 24.4.2. Waive minor informalities in any response;
 - 24.4.3. Reject any and all proposals with or without cause;
 - 24.4.4. Accept the response that in its judgment will be in the best interest of Lee County

25. RFP – TIEBREAKER

- 25.1. In the event of a tie, two or more proposers that have the same ranking, the following steps will be taken to determine the highest ranked proposer. This method shall be used for all (RFP) ties.
 - 25.1.1. Step 1: The proposer that has the highest number of 1st place rankings shall be deemed the first ranked proposer. In the event a tie still exists the proposer with the highest number of 2nd, place rankings shall be the first ranked proposer. Should a tie still remain the method used above will continue with each ranking level, 3rd, then 4th, then 5th, etc. rank, will be counted until the tie is broken.
 - 25.1.2. Step 2: At the conclusion of step 1, if all is equal, the proposer having a drug-free work place program, shall be deemed the first ranked proposer.
 - 25.1.3. Step 3: In the event the tie exists then the highest ranked proposer from the first evaluation committee meeting, in which point values were applied, will win the award. One being the highest.
 - 25.1.4. Step 4: At the conclusion of steps 1, 2, 3, if all are equal, the 1st place proposer shall be determined by the flip of a coin.
- 25.2. When the tiebreaker is determined the highest ranked proposer shall be awarded the contract or receive the first opportunity to negotiate, as applicable.
- 25.3. If an award or negotiation is unsuccessful with the highest ranked proposer, award or negotiations may commence with the next highest ranked proposer.

26. RFP – EVALUATION/ SELECTION COMMITTEE

- 26.1. The selection shall be by a Selection Committee consisting of staff representatives from the appropriate County Departments as approved by the Procurement Management Director or designee unless otherwise mandated by law.

- 26.2. The Selection Committee will receive and review written proposals in response to this Request for Proposal (RFP). Responses will be evaluated against a set of criteria to determine those Proposers/Firms most qualified and suited for this project, resulting, where applicable, in a short-list of no fewer than the top ranked three (3) firms to be interviewed or provide presentations.
- 26.3. The County reserves the right, where allowable and applicable, to begin negotiations with the top ranked firm(s) without hosting interviews/presentations.

27. WITHDRAWAL OF PROPOSAL

- 27.1. No proposal may be withdrawn for a period of **180 calendar days** after the scheduled time for receiving proposals. A proposal may be withdrawn prior to the proposal opening date and time. Withdrawal requests must be made in writing to the Procurement Management Director, who will approve or disapprove the request.
- 27.2. A proposer may withdraw a proposal any time prior to the opening of the solicitation.
- 27.3. After proposals are opened, but prior to award of the contract by the County Commission, the Procurement Management Director may allow the withdrawal of a proposal because of the mistake of the proposer in the preparation of the proposal document. In such circumstance, the decision of the Procurement Management Director to allow the proposal withdrawal, although discretionary, shall be based upon a finding that the proposer, by clear and convincing evidence, has met each of the following four tests:
 - 27.3.1. The proposer acted in good faith in submitting the proposal,
 - 27.3.2. The mistake in proposal preparation that was of such magnitude that to enforce compliance by the proposer would cause a severe hardship on the proposer,
 - 27.3.3. The mistake was not the result of gross negligence or willful inattention by the proposer; and
 - 27.3.4. The mistake was discovered and was communicated to the County prior to the County Commission having formally awarded the contract/agreement.

28. PROTEST RIGHTS

- 28.1. Any Bidder that has submitted a formal Response to Lee County, and who is adversely affected by an intended decision with respect to the Award, has the right to protest an intended decision posted by the County as part of the Solicitation process.
- 28.2. Notice of Intended Decision is posted on the Lee County Department of Procurement Management website (www.leegov.com/procurement). Bidders are solely responsible to check for information regarding the Solicitation.
- 28.3. Refer to the "Procurement Protest" section of the Lee County Procurement Ordinance 22-06 for a complete description of the protest process and associated requirements. The ordinance is posted on the Lee County website or may be obtained by contacting the Procurement Management Director.
- 28.4. In order to preserve the right to protest, a written **"Notice Of Intent To File A Protest" must be filed with the Lee County Procurement Management Director within seventy-two (72) hours of Posting of the Notice of Intended Decision.**
 - 28.4.1. The notice shall clearly indicate all grounds being claimed for the protest.
 - 28.4.2. The notice must be physically received by the Procurement Management Director within the required time frame described above. No additional time will be granted for mailing.
- 28.5. Following receipt of the Notice of Intent to File a Protest, a **"Protest Bond"** and **"Formal Written Protest"** must be filed **within ten (10) business days** of Posting of the Notice of Intended Decision.
- 28.6. **Failure to follow the protest procedures requirement within the time frames as prescribed herein and in the Lee County Procurement Ordinance 22-06 shall constitute a waiver of the right to protest and shall bar any resulting claims.**

29. AUTHORITY TO UTILIZE BY OTHER GOVERNMENT ENTITIES

- 29.1. This opportunity is also made available to any government entity. Pursuant to their own governing laws, and subject to the agreement of the vendor, other entities may be permitted to make purchases at the terms and conditions contained herein. Lee County Board of County Commissioners will not be financially responsible for the purchases of other entities from this solicitation.

30. CONTRACT ADMINISTRATION

30.1. **Designated Contact:**

- 30.1.1. The awarded proposer shall appoint a person(s) to act as a primary contact for all County departments. This person or back-up shall be readily available during normal working hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.
- 30.1.2. Lee County requires that the awarded proposer to provide the name of a contact person(s) and phone number(s) which will afford Lee County access 24 hours per day, 365 days per year, of this service in the event of major breakdowns or natural disasters.

30.2. **RFP – Term:** (unless otherwise stated in the Scope of Work or Detailed Specifications)

- 30.2.1. Unless otherwise stated in the scope of work, specifications, or special conditions the default **contract term shall be for one (1) three-year (3) 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 term of three (3) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.**
- 30.2.2. The County reserves the right to renew this contract, or any portion thereof, and to negotiate pricing as a condition for each.
- 30.2.3. The County's performance and obligation to pay under this contract, and any applicable renewal options, is contingent upon annual appropriation of funds.

30.3. **RFP – Basis of Award:**

- 30.3.1. Award will be made to the most responsible and responsive proposer based on the evaluation criteria.

30.4. **Agreement/Contract:**

- 30.4.1. The awarded proposer 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://www.leegov.com/procurement/forms>.

30.5. **Records:**

- 30.5.1. Retention: The proposer shall maintain such financial records and other records as may be prescribed by Lee County or by applicable federal and state laws, rules and regulations. Unless otherwise stated in the specifications, the proposer shall retain these records for a period of five years after final payment, or until they are audited by Lee County, whichever event occurs first.
- 30.5.2. Right to Audit/Disclosure: These records shall be made available during the term of the contract as well as the retention period. These records shall be made readily available to County personnel with reasonable notice and other persons in accordance with the Florida General Records Schedule. Awarded Bidder/Proposer(s) are hereby informed of their requirement to comply with FL §119 specifically to:
 - 30.5.2.1. Keep and maintain public records required by the County to perform the service.
 - 30.5.2.2. Upon request from the County's custodian of public records, 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 or as otherwise provided by law.
 - 30.5.2.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
 - 30.5.2.4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the County upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

30.5.3. Public Record: **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FL § , 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, Email at PRRCustodian@leegov.com or Visit <http://www.leegov.com/publicrecords>.**

30.5.4. Ownership: It is understood and agreed that all documents, including detailed reports, plans, original tracings, specifications and all data prepared or obtained by the successful proposer in connection with its services hereunder, include all documents bearing the professional seal of the successful proposer, and shall be delivered to and become the property of Lee County, prior to final payment to the successful proposer or the termination of the agreement. This includes any electronic versions, such as CAD or other computer aided drafting programs.

30.6. Termination:

30.6.1. Any agreement as a result of this solicitation 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 proposer, 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.

30.6.2. The Procurement Management Director may immediately terminate any agreement as a result of this solicitation for emergency purposes, as defined by the Lee County Procurement Ordinance 22-06.

30.6.3. Any proposer who has voluntarily withdrawn from a solicitation 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 for a waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by the Procurement Management Department.

30.6.4. The County reserves the right to terminate award or contract following any of the below for goods or services over \$1,000,000:

30.6.4.1. Contractor is found to have submitted a false certification as provided under FL § 287.135 (5);

30.6.4.2. Contractor has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;

30.6.4.3. Contractor has engaged in business operations in Cuba or Syria;

30.6.4.4. Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel – beginning October 1, 2016.

31. WAIVER OF CLAIMS

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

32. LEE COUNTY PAYMENT PROCEDURES

32.1. All vendors are requested to mail an original invoice to:

**Lee County Finance Department
Post Office Box 2238
Fort Myers, FL 33902-2238**

32.2. All invoices will be paid as directed by the Lee County payment procedure unless otherwise stated in the detailed specification portion of this project.

32.3. 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.

- 32.4. 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 proposers should include in their proposal, all sales or use taxes, which they will pay when making purchases of material or sub-contractor's services.
33. MATERIAL SAFETY DATA SHEETS (MSDS/SDS) (if applicable)
- 33.1. In accordance with Chapter 443 of the FL §, it is the vendor's responsibility to provide Lee County with Material Safety Data Sheets on bid materials, as may apply to this procurement.
34. DEBRIS DISPOSAL (if applicable)
- 34.1. Unless otherwise stated, the Proposer shall be fully responsible for the lawful removal and disposal of any materials, debris, garbage, vehicles or other such items which would interfere with the undertaking and completion of the project. There shall not be an increase in time or price associated with such removal.
35. SHIPPING (if applicable)
- 35.1. Cost of all shipping to the site, including any inside delivery charges and all unusual storage requirements shall be borne by the proposer unless otherwise agreed upon in writing prior to service. It shall be the proposer's responsibility to make appropriate arrangements, and to coordinate with authorized personnel at the site, for proper acceptance, handling, protection and storage (if available) of equipment and material delivered. All pricing to be F.O. B. destination.
- 35.2. 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.
36. LOCAL VENDOR PREFERENCE
- 36.1. The Procurement Management Department will adhere to the Lee County Ordinance No. 22-06, and as may be amended from time to time (the County's "Local Vendor Preference"). It shall be at the discretion of the County Manager or Designee whether to apply Local Vendor Preference to any particular Solicitation.
- 36.2. The County's Local Vendor Preference, as it relates to Bidding preferences for local Vendors, is not applicable to Solicitations or Contracts when Commodities and/or Services may be provided in the event of an Emergency.
- 36.3. The County's Local Vendor Preference shall not apply in any procurement for Commodities or Services if the use of the Local Vendor Preference is prohibited by the terms of a grant or funding agreement or other prevailing law or policy.
37. INSURANCE (AS APPLICABLE)
- 37.1. Insurance shall be provided by the awarded proposer. Upon request, a certificate of insurance (COI) complying with the attached guide shall be provided by the proposer.
- 37.2. Insurance carriers providing coverage required herein shall be licensed to conduct business in the State of Florida and shall possess a current A.M. Best's Financial Strength Rating of "B or better."

End of Terms and Conditions Section

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.

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End of Insurance Guide section

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.

3. LOCAL PREFERENCE

3.1. 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).

4. COPYRIGHTED MATERIAL

4.1. 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.

4.2. 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.

5. CONFLICT OF INTEREST

5.1. 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.

5.2. 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.

5.3. 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.

6. REIMBURSABLE EXPENSES AND GUIDELINES

- 6.1. 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.
- 6.2. 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.
- 6.3. 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.
- 6.4. 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.
- 6.5. 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.
- 6.6. TRAVEL REIMBURSEMENT GUIDELINES: Vendors are not reimbursed for travel related to training or professional development unless it is required by the VCB.
- 6.7. Travel requires prior authorization by the County and prior authorization must be submitted with the reimbursement request for such expenses.
- 6.8. 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.
- 6.9. 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.
- 6.10. 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.
 - 6.10.1. Breakfast - When travel begins before 6:00 A.M. and extends beyond 8:00 A.M.
 - 6.10.2. Lunch – When travel begins before 12:00 P.M. and extends beyond 2:00 P.M.

6.10.3. 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.

6.11. 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.

6.12. 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).

6.12.1. Taxi – Actual tips not to exceed 15% of fare.

6.12.2. Mandatory valet parking, not to exceed \$1.00 per occasion, and incurred in performance of public business.

6.12.3. Portage – Not to exceed \$1.00 per bag or a total of \$5.00.

6.13. Vendor shall not be entitled to hourly compensation for time spent traveling.

6.14. ENTERTAINMENT REIMBURSEMENT GUIDELINES: Entertainment expenses requires prior authorization by the County and must be submitted with the reimbursement request for such expenses.

6.15. 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.

6.16. 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.

7. INVOICES

7.1. 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)

7.2. 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.

7.3. 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.

7.4. 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
- 7.5. 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.
- 7.6. 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.
- 7.7. When requesting reimbursement for promotional travel related expenses, the invoice must include but not be limited to:
- 7.7.1. 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.
- 7.8. 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.

8. EU GENERAL DATA PROTECTION REGULATION NOTICE

- 8.1. The Agreement and Vendor associated with this solicitation shall follow all requirements of the European Union General Data Protection Regulations (GDPR). The County requests that the Vendor provided a sample of their Controller-Processor Agreement meeting the requirements of the GDPR with their proposal submission to expedite review, however the Vendor shall provide the Controller-Processor Agreement package, intended to be incorporated into their final Agreement with the County, no later than seven (7) business days following Notice of Intended Decision or written request by the County.
- 8.2. The EU General Data Protection Regulations/Controller-Processor Agreement provided by the Vendor remains subject to County approval at its sole discretion. Failure to provide the Agreement or reach a mutual acceptance of the Controller Processor Agreement details may deem firm Non-Responsive / ineligible for Award.

End of Special Conditions

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 & Convention Bureau (VCB) tourism marketing and sales representation in Germany, Austria, and Switzerland.
- 1.2 The objective of this RFP is to solicit tourism marketing representation for Lee County in Germany, Austria, and Switzerland.
- 1.3 The anticipated scope of work for all services sought by Lee County is set forth below. This anticipated scope of work only, is subject to change, and shall not be finalized except until executed in a signed, written Agreement between Lee County and selected Vendor.

2. INTRODUCTION & BACKGROUND

- 2.1 Lee County Visitor & Convention Bureau (VCB) is the official marketing and promotional agency for visitation to Lee County, Florida, which include Sanibel and Captiva Islands, Fort Myers Beach, Boca Grande and Outer Islands, Cape Coral, North Fort Myers, Estero, Bonita Springs, Pine Island, Matlacha and Lehigh Acres. The organization brands and markets Lee County, Florida as Fort Myers-Islands, Beaches and Neighborhoods and is funded by the 5% tourist tax on short term accommodations commonly known as the bed tax.
- 2.2 In 2019, tourism employed one out of every five people in Lee County and had a \$3.3 billion economic impact in the community. The community welcomed 4.9 million visitors to the area in 2019 and of those, the international markets accounted for 700,000 visitors, with Germany, Austria, and Switzerland, Germany and United Kingdom contributing the largest shares.
- 2.3 For further information on marketing plan, annual visitor profile, consumer website and industry partners please visit the following links:
 - https://www.visitfortmyers.com/sites/default/files/images/leevcb_fy21-22-annualmeetingbook_110921.pdf
 - <https://www.visitfortmyers.com/lee-vcb/education-and-resources/statistics>
 - <https://www.visitfortmyers.com/>
 - <https://www.visitfortmyers.com/lee-vcb>

3. DETAILED SCOPE OF WORK, DELIVERABLES, & PROVISIONS

- 3.1 The Lee County VCB seeks a qualified Vendor to provide expertise in the development of a clear and focused marketing strategy and implementation of an annual Sales and Marketing Plan that integrates the disciplines of sales, marketing, and public relations to create brand awareness for Lee County / Fort Myers – Islands, Beaches and Neighborhoods in Germany, Austria, and Switzerland.
- 3.2 The Vendor and its personnel shall be located in the target area, Germany, Austria, and Switzerland, and must have the ability to support and implement the requests and requirements of this Agreement throughout the target area.
- 3.3 Personnel assigned to this account must be able to travel to the United States as required.
- 3.4 The responsibilities of the Vendor shall include a combination of trade, media, consumer outreach and

general representation services.

- 3.5 The Vendor shall develop and maintain strong relationships with the travel trade such as top wholesalers, retail travel agencies, airlines, and the media to promote Lee County and increase destination visibility.
- 3.6 The Vendor shall solicit and secure interested trade partners to provide Lee County brand exposure to staff and clients. The Vendor shall develop, as part of a Sales and Marketing Plan, a fully integrated marketing concept for the European travel trade with all details provided in a written brief that shall meet the VCB's established criteria for acceptance. This shall include coordination, whenever possible, with the VCB's public relations, marketing, and promotions principals.
- 3.7 The VCB develops and executes marketing campaigns annually. The Vendor shall be the resource to evaluate, develop, and execute the fully integrated concept, thus providing insight and recommendations on how to include the European travel trade into the VCB's strategic sales and marketing plan.
- 3.8 The Vendor shall develop a strategic sales and marketing plan that enhances creates brand awareness of Lee County tourism to key travel trade and media outlets in Germany, Austria, and Switzerland. The Vendor shall create a plan that accomplishes the following:
 - 3.8.1. A public relations strategy that facilitates media relations with key journalists, Influencers, and other media that ultimately secures placement across broadcast, digital and print media as well as social media channels to reinforce Lee County's position as a desirable destination to visit.
 - 3.8.2. A fully developed sales and marketing plan shall be provided to the Lee County VCB within 60 days of the contract commencement date.
 - 3.8.3. The Vendor shall report on monthly basis activities taking place in Germany, Austria, and Switzerland. During the term of the agreement, the representative shall be required to provide the following travel trade services that include, but are not limited to sales, marketing, public relations, measurements and accountability.
- 3.9 The sales, marketing, and public relations services provided under this Agreement by the Vendor shall successfully carry out the VCB's strategic marketing plan and achieve the following goals:
 - 3.9.1. Maintain and build positive brand awareness of Lee County and brand engagement.
 - 3.9.2. Protect and grow visitor volume from Germany, Austria, and Switzerland to Lee County.
 - 3.9.3. Extend the length of stay and increase spending by European visitors.
 - 3.9.4. Develop a comprehensive marketing plan to attract European visitors to Lee County.
 - 3.9.5. Facilitate the awareness of Lee County to the travel trade through participation in tradeshows, sales calls/missions, familiarization tours, travel trade promotions, travel trade education, road shows, and travel trade press.
- 3.10 Vendor shall include a combination of trade, media, consumer outreach and general representation services.
- 3.11 Vendor shall develop and maintain strong travel trade relationships with top wholesalers, retail travel

agencies, airlines, and media relationships to promote Lee County and increase destination visibility through sales missions, familiarization tours, travel trade promotions, travel trade trainings, road shows, trade press articles, and or feature stories.

- 3.12 Vendor shall solicit and secure interested trade partners to provide Lee County brand exposure to clients. This shall include coordination whenever possible, with VCB's public relations, marketing, and promotions principals.

4. ADMINISTRATIVE

- 4.1 Provide an office location within Germany, Austria, and Switzerland. This facility shall include a mailing address, a telephone system, and all other necessary office equipment, including computers, necessary to perform the functions contracted for herein. Vendor shall provide an office meeting space for professional business meeting relating to the Agreement, with members of the Lee County tourism industry in Germany, Austria, and Switzerland.
- 4.2 Provide a minimum of one managing director to oversee the Lee County account, with dedicated account representation to fulfill the sales, marketing and public relations objectives as directed by Lee County.
 - 4.2.1. All personnel assigned to account must be able to be fluent in English, inclusive of both verbal and written communication.
 - 4.2.2. Personnel must be able to translate the German language.
- 4.3 Provide a comprehensive monthly report of all activities undertaken pursuant to this Agreement, which shall include:
 - 4.3.1. A list of sales and media calls conducted with summarized highlights.
 - 4.3.2. General market summary and trend information to include economic conditions in Germany, Austria, and Switzerland.
 - 4.3.3. Competitor observations and perceptions of the Fort Myers-Islands, Beaches and Neighborhoods brand.
 - 4.3.4. Trade shows, sales activities and public relations activities, or events attended or conducted.
 - 4.3.5. Tour operator/wholesale program development and lead generation on quarterly basis.
 - 4.3.6. A summary of contacts made, requests and inquiries serviced during reporting period.
- 4.4 Maintain Lee County Customer Service Management (CRM) program, Simpleview, for European travel trade, airline, and media contacts updated monthly.
- 4.5 Vendor must notify VCB immediately of any account staff changes.

5. SALES AND MARKETING:

- 5.1 Serve as the primary contact for the Lee County VCB in Germany, Austria, and Switzerland also referred to as "target area."
- 5.2 Conduct an annual audit assessment of the Lee County tour operator product and potential air service

development routes for Germany, Austria, and Switzerland. The report to include room night production from tour operators and online travel agencies.

- 5.3 As part of the overall sales and marketing plan, develop a plan aimed at the travel trade that supports activities mentioned herein. The plan should include suggested promotional activities and any advertising recommendations.
- 5.4 Identify and recommend sales, marketing and promotions opportunities in addition to potential partnership in Germany, Austria, and Switzerland.
- 5.5 Manage the day-to-day activities for all tour operator and travel agent accounts in target area through Simpleview CRM system, to ensure quality contacts and relationships for the Lee County hospitality community.
- 5.6 Enter leads and contacts generated through all activities paid for and on behalf of the Lee County into the Simpleview monthly as a minimum.
- 5.7 Coordinate sales missions to include organizing any airline support, activities, invitations, and itinerary for industry participants. The events may include meals, press conferences, seminars, workshops, presentations, and other activities and logistics. These events may be virtual or in-person and include local tourism partners.
- 5.8 Coordinate and attend industry trade shows, product launches, and seminars.
- 5.9 Coordinate in-market presentations and seminars in partnership with tour operators, airlines, and wholesalers to educate the travel industry in assigned territory about the destination.
- 5.10 Prepare webinars and trade community engagements targeted to key accounts in the target area.
- 5.11 Initiate, develop itineraries, and escort familiarization trips to destination for selected tour operators, travel agents, meeting, and incentive trade during the contract period. Vendor shall obtain airline participation (seats) and qualify participants. Each familiarization trip is subject to VCB approval.
- 5.12 Establish Fort Myers – Island, Beaches and Neighborhoods in the assigned target area as desirable Florida destination for leisure travel, while positioning the area to compete for market share with other highly recognized destinations.
- 5.13 Establish rapport with VCB and its business partners. Account representative should plan a minimum of one annual visit to Lee County to maintain destination education and familiarity as well as relationship building with local tourism businesses.
- 5.14 Work with VCB Global Sales Manager, Public Relations and the Deputy Director to develop appropriate destinations presentations for travel trade and media.
- 5.15 Identify and participate in a minimum of five travel trade and/or consumer trade show events annually in assigned territory to increase destination awareness.
- 5.16 Organize, coordinate, and escort a minimum of one familiarization tour to Lee County from the target area annually, subject to budget, market trends and VCB Deputy Director approval.

6. MARKETING

- 6.1 Provide assistance and support to consumer advertising campaigns. Vendor shall be a resource for

review and evaluation for the campaign and provide insights and recommendations on how to include the travel trade in the plan.

- 6.2 Assist VCB by providing translations of trade material for distribution where appropriate.
- 6.3 Provide in-market direction and copy for VCB marketing materials such as visitor guides, digital creative, email-blasts, and or social media.
- 6.4 Analyze Visit Florida and Brand USA plans in Germany, Austria, and Switzerland to identify potential areas for collaboration.
- 6.5 Coordinate marketing activities in Germany, Austria, and Switzerland in consultation with designated VCB staff liaison(s).
- 6.6 Provide assistance and support to consumer advertising campaigns and social media initiatives in Germany, Austria, and Switzerland.
- 6.7 Assist in developing an effective communication messaging strategy by working with VCB and its advertising agency of record to review creative and provide input on campaign elements.
- 6.8 Assist in the implementation of advertising and coop marketing programs that shall highlight the destination in target area.
- 6.9 Maintain a supply of VCB collateral materials in appropriate office supporting the target area. Additional brochures may be stored in Germany, Austria, and Switzerland for fulfilment.

7. PUBLIC RELATIONS- MEDIA COMPONENT

- 7.1 Under the direction of VCB liaison(s), develop an ongoing media relations strategy for the target area.
- 7.2 Maintain ongoing media relations with journalists, travel writers and influencers in identified target area.
- 7.3 Write or translate and distribute news releases/e-newsletters on a quarterly basis in coordination with VCB staff.
- 7.4 Pitch Fort Myers – Island, Beaches, and Neighborhoods in stories to the media.
- 7.5 Work with VCB to service journalist and travel writer requests for materials, press trips, images, etc.
- 7.6 Assist in the development and executions of media events and activities.
- 7.7 Initiate, develop itineraries and escort media press trips for qualified journalists, travel writers, travel trade journalists.
- 7.8 Assist with media promotions and social media campaigns.
- 7.9 Develop a media list of journalists in Germany, Austria, and Switzerland that shall become a proprietary database for Lee County. Only media interested in Florida and more specifically Fort Myers – Islands, Beaches and Neighborhoods shall be included in this database.
- 7.10 Keep VCB informed on travel issues and trends that may affect marketing initiatives.

- 7.11 Assist with any issues on management/crisis communications.
- 7.12 Quarterly review of annual PR Plan with VCB PR Director and staff to ensure proper budget forecasting.

8. PUBLIC RELATIONS – ADMINISTRATIVE

- 8.1 List of media calls conducted with pertinent discussion points.
- 8.2 Tourism statistical data, industry news from Germany, Austria, and Switzerland, as well as general market summary and trend information to include economic conditions.
- 8.3 Competitor observations and perceptions of Fort Myers – Islands, Beaches and Neighborhoods.
- 8.4 Public relations activities or events attended or conducted with agreed upon metrics annually.
- 8.5 Summary of contacts made, requests and inquiries serviced during reporting period.
- 8.6 Maintain Lee County Simpleview database of media contacts, journalists, travel writers and any other pertaining information stated herein.
- 8.7 Participate in regular communication with VCB public relations staff in addition to monthly conference call with VCB PR team and other VCB international vendors.

9. PUBLIC RELATIONS – MEASUREMENTS AND ACCOUNTABILITY

- 9.1 Work with VCB staff and leadership to develop and meet annual goals and objectives designed to increase visitation from Germany, Austria, and Switzerland to Lee County.
- 9.2 Reach or exceed mutually agreed upon public relations goals.
- 9.3 Identify and schedule a minimum of (10) journalists from Germany, Austria, and Switzerland to visit Lee County annually subject to budget and market trends.
- 9.4 Track editorial coverage and provide updated information each month. Report impressions generated per publication on a monthly basis.
- 9.5 Achieve a minimum of 75 million impressions in editorial coverage.
- 9.6 Coordinate at least one media event with top tier journalists to generate highest number of impressions in order to achieve annual goal. In market event, in person or virtually, subject to budget and market trends.

10. PRICING AND FEES

- 10.1 Under this Agreement VCB expects to cover the below tasks and associated costs in lieu of the Vendor. This list is not intended to be all-inclusive and its subject to change at the sole discretion of the County. Proposer shall exclude such fees from proposal pricing provided to County.
- 10.2 VCB shall provide to the Vendor one account for access to Simpleview (one username and password) in order to fulfill the Simpleview requirements of this contract, inclusive of any renewals. Any additional Simpleview subscriptions shall be purchased by the Vendor.

10.3 VCB Trade Shows Registrations in the table below provides a reference to the type of show participation/ trade events and sales calls from previous years and estimated costs to be paid by the VCB and Proposer. All costs provided below are estimates and subject to higher or lower costs and subject to change.

SALES EFFORTS/ TRADESHOWS / TRAININGS / VIRTUAL EVENTS				
Event Name	Date (Chronological Order)	Location	Registration Cost	
			VCB Budget	Contractor Reimbursables (Estimated)
FTI Roadshow	November 24, 2021	Würzburg	\$ 600.00	\$ 100.00
Short Regional Update Videos Trade DE, AT, CH	December 8, 2021	Virtual		-
DERPART Travel Agency Training (450 Offices)	December 8, 2021	Virtual		
Visit Florida Webinar "Christmas Special"	December 8, 2021	Virtual		\$ 200.00
Visit USA Virtual Roadshow	Dec 2021	Virtual		
On Foot Roadshow "It is Time to Travel"	Dec 2021	Frankfurt		-
VISIT USA Media & Trade Event (Munich) (FOC)	January 11, 2022	Munich		
CMT Stuttgart	January 15-23, 2022	Stuttgart		
VISIT USA Media & Trade Event & media meetings (Hamburg)	January 18, 2022	Hamburg		
Brochure Distribution Reisen Hamburg	February 9-13, 2022	Hamburg		
Trade Show f.re.e	February 16-20, 2022	Munich		
Visit Florida Sales Mission	February 2022	Various Cities		
Eurowings Discover, Naples & Fort Myers Webinar	March 8, 2022	Virtual		-
ITB	March 9-13, 2022	Virtual		
Eurowings Discover Road Show	March 14-18, 2022	Duesseldorf, Frankfurt, Baden-Baden, Nuremberg, Munich		\$ 1,000.00
GCE Rivershow	March 23, 2022	Frankfurt & Düsseldorf		\$ 1,000.00
Inaugural Flight Event	March 28, 2021	Frankfurt Airport		

SALES EFFORTS/ TRADESHOWS / TRAININGS / VIRTUAL EVENTS

Event Name	Date (Chronological Order)	Location	Registration Cost	
			VCB Budget	Contractor Reimbursables (Estimated)
Visit USA Switzerland Roadshow	April 5-8, 2022	St. Gallen, Zurich, Lucerne, Basel, Bern, Lausanne		\$ 1,000.00
FVW Counting Stars & Counter Days	May 5-8, 2022	Virtual & Salzkammergut, Austria		\$ 700.00
Destination Training	May 30 - June 4, 2022	Fort Myers		\$ 1,100.00
IPW	June 4-8, 2022	Orlando		\$ 3,000.00
Travel Agency In-Person Consumer Events	May & June	Various Cities		
DERTOUR B2B Event	July 21, 2022	Nuremberg		\$ 3,500.00
Cruising Fernreise B2B Event	August 11, 2022	Hannover		\$ 750.00
Visit Florida Sales Mission Germany	September 5-8 2022	Leipzig, Hannover, Osnabrück und Dortmund		\$ 2,000.00
FTI Austria Breakfast Workshop	September 12-16 2022	Vienna, Linz, Salzburg, Innsbruck, Graz		\$ 1,700.00
VISIT USA Media & Trade Event (Munich) (FOC)	September 1, 2022	Munich		\$ 1,000.00
VISIT USA Media & Trade Event & media meetings (Hamburg)	September 1, 2022	Hamburg		\$ 1,000.00
Travel Agency B2C Event (with The Keys)	September 22, 2022	Cologne		\$ 500.00
Brand USA Travel Week	September 26-29, 2022	Frankfurt		\$ 300.00
Monthly Webinars	Monthly	Frankfurt		-

End of Detailed Specifications

SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA

1. SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA

- 1.1 Interested firms shall include the following information in their submittal responses to this solicitation. The following format and sequence should be followed in order to provide consistency in the firm's responses and to ensure each proposal receives full consideration. Use 8 ½ x 11 sheet pages only with minimum font size of 10 points and with tabs or section dividers to separate sections as defined below. More than one section is permitted on one page unless otherwise indicated below. Undesignated information shall be inserted at the rear of each package. Place page numbers at the bottom of every page, excluding dividers. Proposal documents should not contain links to other web pages; such links will not be reviewed for evaluation purposes.
- 1.2 Submittal package may not exceed **15 pages** printed single-sided; **page restriction excludes required forms found herein and dividers. PLEASE INCLUDE PAGE TABS/SECTION DIVIDERS** so that those evaluating your submittal can easily compare each section with others that are submitted. If any of the information provided by the Proposer is found to be, in the sole opinion of the Evaluation Committee and Procurement Management Director, substantially unreliable their proposal may be rejected.
- 1.3 Proposers shall submit one (1) original hard copy (clearly marked as such) and one (1) electronic version(s) on a USB flash drive set(s) containing the proposal submittal in an unlocked PDF format. The County may request specific files be submitted in specialty format (IE: Provide a Project Timeline in Excel format.) Vendor shall accommodate such specialty requests as stated within the submittal requirements describe herein. Should files not be provided in the format or quantity as requested Vendor may be deemed Non-Responsive and therefore ineligible for award. In case of any discrepancies, the original will be considered by the County in evaluating the Proposal, and the electronic version is provided for the County's administrative convenience only. Limit the color and number of images to avoid unmanageable file sizes.

COVER PAGE: Introduction

- Project RFP Number & Name
- Firm's Name & Address
- Firm's Contact Person & Information (phone, fax and email address)

Cover Page: Introduction does NOT count towards page restriction requested herein.

TAB 1: Tourism Industry Experience

- Provide a description of your Firm's experience that adequately depicts your Firm's training and experience in the tourism industry within the United States and specifically Southwest Florida. Description shall indicate the Firm's knowledge of the tourism industry is well established and strong experience in areas such as:
 - Travel Trade / Consumer Promotion Sales Representation
 - Consumer / Trade Shows
 - Knowledge and understanding of the Lee County tourism and hospitality industry

TAB 2: Company Relevant Experience & Reference

- Provide details of a maximum of three (3) projects to which your Firm provided services similar in scope and size to that being requested through this solicitation that your firm has completed recently or currently manages. Details for each project/client services example provided should include:
 - Client Name
 - Client Address
 - Client Contact Information
 - Point of contact Name, Phone, and Email

- Brief description of work and/or services provided
 - Target market location(s)
 - Total annual budget
 - Contract start date
 - Contract finish date (if applicable)
- Provide a list of the current clients your Firm actively manages. List should be sorted largest to smallest and include total annual budget per client. Provide an indication on the list as to where the Lee County VCB would fall in terms of size in comparison to the clients your Firm currently handles.
 - Provide a statement of understanding that your firm recognizes the County reserves the right to evaluate the proposing Firm on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) as part of their experience criteria.

TAB 3: Plan of Approach

- Provide a detailed Plan of Approach that explains how your Firm intends to comply with and meet the anticipated deliverables and provide the services as detailed within this solicitation. Be specific on how your Firm intends to complete the sales, trade shows, and tours, as well as provide the administrative support, communication needs, reporting requirements and meet the desired goals of this contract.

TAB 4: Personnel

- Provide a detailed description of the firm's specific project management team that will be assigned to the Lee County contract. Identify the roles and responsibilities of the primary team members as they pertain/apply to requested services and include details that demonstrate individual's knowledge and understanding of the types of services to be performed as well as previous experience in similar or related work.
- Provide resumes of proposed specific project management team to be assigned to the Lee County contract. Resumes should include languages spoken and fluency level.
Resumes are not included within page restrictions, but should be limited to one (1) page per person.
- Firm must identify the staff member that will serve as Project Director who shall be authorized and responsible to act on behalf of the Consultant with respect to directing, coordinating and administering all aspects of the services to be provided and performed. Project Director must be fluent in English (both written and verbal fluency required).
- Provide a statement acknowledging your Firm's understanding that the project management team/key team members assigned to the Lee County contract, as described above, shall not be substituted without the expressed permission of Lee County.
- Provide a description of additional resources (exclusive of personnel) that may be implored to support the Lee County VCB for this contract. Include details as to how the resources are intended to be utilized, allocated, and benefit the VCB and this contract.

TAB 5: Detailed Proposal

- The County's anticipated annual spend for all the services described and requested herein is approximately \$300,000. Firms shall provide a Detailed Proposal on your Firm letterhead that includes a detailed description and line item breakdown of all deliverables and proposed personnel

that make up the annual services expected to be received from the County through this Agreement. Total pricing of the detailed proposal shall not exceed \$300,000.

- Detailed Proposal should include, and is not limited to, line item pricing for the below deliverables and proposed personnel:
 - **DELIVERABLES**
 - Complete comprehensive plan designed for the travel trade that supports tourism to Lee County.
 - Conduct sales calls, media calls, and group tour shows.
 - Physically attend scheduled promotions (Consumer Trade Shows).
 - Arrange, conduct and complete Familiarization Tours.
 - Provide regular monthly services as outlined herein such as reporting and follow-up services.
 - Provide all other representation and services as described herein and any additional services your Firm proposes be included to achieve the desired outcome of the County VCB
 - **PERSONNEL HOURLY RATE**
 - Provide both a domestic and international rate for anticipated personnel such as:
 - President / CEO
 - Account Manager / Executive
 - Sales & Marketing Representative (if different from account manager)
 - Public Relations / Communications Representative
 - Managing Director
 - Project Supervisor
 - Administrative Support
- Proposers shall list any expected reimbursables on Detailed Proposal. Reimbursables may not exceed or cause annual fee to exceed \$300,000.
- Proposers may list additional deliverables and/or personnel as part of their Detailed Proposal. Detailed Proposal shall not exceed \$300,000.
- Pricing shall be provided and invoiced in U.S. Dollars providing currency exchange rate source for the course of the Agreement any applicable renewals.
- Pricing provided as part of the submission shall be utilized for evaluation purposes and may be utilized for award purposes. The County does however reserve the right to negotiate pricing with the number 1 selected Firm as a condition of award.

TAB 6: Firm Location in Target Market Area

- As the County sponsoring department desires to have a strong physical presence to boost representation within the Target Area, describe in detail your firm's current physical office and personnel presence within the Target Area. Details should indicate office and personnel type such as corporate vs satellite office and permanent vs. temporary staff presence. Such details may also include operating hours and/or months of office and/or personnel within Target Area (For Example: satellite office with 3 employees present within City, Country for 8 months out of the year.)

TAB 5: Required Forms

- Forms 1- 6

2. SCORING CRITERIA & WEIGHT

CRITERIA	CRITERIA DESCRIPTION	MAX. POINTS AVAILABLE
1	TOURISM INDUSTRY EXPERIENCE (TAB 1)	25
2	COMPANY RELEVANT EXPERIENCE & REFERENCE (TAB 2)	15
3	PLAN OF APPROACH (TAB 3)	25
4	PERSONNEL (TAB 4)	10
5	DETAILED PROPOSAL (TAB 5)	15
6	FIRM LOCATION IN TARGET MARKET AREA (TAB 6)	10
TOTAL POINTS		100
*Additional details and documents found within submittal package, although not located within tabs as listed above, may be reviewed and considered by evaluation committee when scoring Proposers.		

3. RFP SUBMISSION SCHEDULE

Submission Description	Date(s)	Time
Advertise Request for Proposal (RFP)	Tuesday, April 4, 2023	N/A
Pre-Proposal Meeting	N/A	N/A *
Proposal Question Deadline	8 Calendar days prior to submission deadline	Prior to 5:00 PM
Submission Deadline	Friday, May 5, 2023	Prior to 2:30 PM
First Committee Meeting Short list discussion	TBD	TBD
Notify Shortlist Selection via e-mail	TBD	N/A
Final Scoring/Selection Meeting	TBD	TBD
Board Meeting	TBD	9:30 AM
Additional notes on Submission Schedule: <ul style="list-style-type: none"> • <i>Submission Schedule is provided as a guideline only and is subject to change at the discretion of Lee County authorized personnel.</i> • <i>Changes in closing date or other parameters may occur and will be posted to the Lee County Procurement website. It shall be the responsibility of Contractor to verify all dates through County website.</i> <i>Unless otherwise stated, location of all openings and meetings will take place at 2115 Second Street, 1st Floor, Fort Myers, FL 33901 – Procurement Management.</i>		

End of Section

FORMS DESCRIPTION & INSTRUCTIONS REQUEST FOR PROPOSAL (NON-CCNA)

This table provides a brief list, description, and instructions regarding the standard requested forms that should be submitted with all bids or proposals. This is not intended to be an all-inclusive list of forms required for your submission, but rather a guide to assist in completion of the County's standard forms.

<u>Form #</u>	<u>Title/Description</u>
---------------	--------------------------

<i>1</i>	<i>Solicitation Response Form</i>
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All signatures must be by a corporate authorized representative, witnessed, and corporate and/or notary seal (if applicable.) 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 web-page(s) from <http://www.sunbiz.org> as certification of this required information. Sample attached for your reference.

Verify that all addenda and tax identification number have been provided.

<i>1a</i>	<i>Proposal Form</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>Business Relationship Disclosure Requirement (if Applicable)</i>
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Sections 112.313(3) and 112.313(7), F.S., prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. If this **disclosure is applicable, the Bidder must request the form entitled "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS"** (Required by § 112.313(12)(b), F.S.) to be completed and **returned with the Solicitation Response. It is the Bidder's responsibility to request the form and disclose this relationship; failure to do so may result in being declared non-responsive.**

NOTICE: UNDER THE PROVISIONS OF § 112.317, F.S., A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR, AND MAY BE PUNISHED BY, ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.00.

<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 reference respondents. This form **will be turned in with the proposal** package.

1. **Section 1:** Bidder/Proposer to complete with reference respondent's information prior to providing to them for their response. (This is **not** the Bidder/Proposer's information.)
2. **Section 2:** Enter the name of the Bidder/Proposer; provide the project information in which the reference respondent is to provide a response.
3. The reference respondent should complete "**Section 3.**"
4. **Section 4:** The reference respondent to print and sign name
5. **Three (3) Reference responses** are to be **returned with the proposal package.**
6. Failure to obtain reference surveys may make your company non-responsive.

4 *Negligence or Breach of Contract Disclosure Form*

The form may be used to disclose negligence or breach of contract litigation that your company may be a part of over the past ten years. You may need to duplicate this form to list all history. If the proposer has more than 10 lawsuits, you may narrow them to litigation of the company or subsidiary submitting the solicitation response. Include, at a minimum, litigation for similar projects completed in the State of Florida. Final outcome should include in whose favor the litigation was settled and was a monetary amount awarded. The settlement amount may remain anonymous.

If you have **no litigation**, enter “None” in the first “type of incident” block of the form. Please do not write N/A on this form.

5 *Sub-Contractor/Consultant List* (if applicable)

To be completed and returned when sub-contractor/consultants are to be utilized and are known at the time of the submission.

6 *Public Entity Crimes Form (Required form)*

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 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.

* *Proposal Label* (Required)

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

Include any licenses or certifications requested

Local Business Tax Account (as applicable) issued by City and/or County entity. This is necessary for all Florida vendors.

It is the Proposer’s responsibility to insure the Solicitation Response is 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.)



LEE COUNTY PROCUREMENT MANAGEMENT
SOLICITATION RESPONSE FORM

Date Submitted: _____ Deadline Date: 5/5/2023

SOLICITATION IDENTIFICATION: RFP230233CMR

SOLICITATION NAME: VCB Germany, Austria, Switzerland Representation

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 the following addenda:

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

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 from the website www.sunbiz.org establishing the Proposer/firm as authorized (including authorized representatives) to conduct business in the State of Florida, as provided by the Florida Department of State, Division of Corporations.

1 Collusion Statement: Lee County, 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 solicitation documents, 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.

2 Scrutinized Companies Certification: Section 287.135, FL § , prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, FL§. As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, FL§, the submission of a false certification may subject company to civil penalties, attorney’s fees, and/or costs.

Form 1 – Solicitation Form, Page 2

3 Business Relationship Disclosure Requirement: Sections 112.313(3) and 112.313(7), FL§, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, FL § and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), FL § (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.
If this disclosure is applicable request form "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS" (Required by 112.313(12)(b), Florida Statute (1983)) to be completed and returned with solicitation response. It is the proposer's responsibility to disclose this relationship, failure to do so could result in being declared non-responsive.

Business Relationship Applicable (request form) **Business Relationship NOT Applicable**

4 Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) Proposer? If yes, please attach a current certificate. Yes No

ALL PROPOSALS MUST BE EXECUTED BY AN AUTHORIZED AUTHORITY OF THE PROPOSER. WITNESSED AND SEALED (IF APPLICABLE)

 Company Name (Name printed or typed)



(Affix Corporate Seal, if applicable)

 Authorized Representative Name (printed or typed)

 Authorized Representative's Title (printed or typed)

 Witnessed/Attested by: (Witness/Secretary name and title printed or typed)

 Authorized Representative's Signature

 Witness/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.

Detail by Entity Name

Florida Profit Corporation

Bill's Widget Corporation

Filing Information

Document Number 855555
 FB/EIN Number 511111111
 Date Filed 09/22/1980
 State FL
 Status ACTIVE
 Last Event AMENDED AND RESTATED ARTICLES
 Event Date Filed 07/25/2006
 Event Effective Date NONE

Principal Address

555 N Main Street
 Your Town, USA 99999
 Changed 02/11/2012

Verify either Principal or Mailing address is on Form 1

Mailing Address

555 N Main Street
 MYour Town, USA 99999
 Changed 02/11/2012

Registered Agent Name & Address

My Registered Agent
 111 Registration Road
 Registration, USA 99999
 Name Changed 12/14/2006
 Address Changed: 12/14/2006

Officer/Director Detail

Name & Address

Title P
 President, First
 555 AVENUE
 Anytown, USA99999
 Title V
 President, Second
 555 AVENUE
 Anytown, USA99999

IMPORTANT:

For corporations, ALL documents must be signed by the president of the company or an authorized individual. For any individual other than the president, we will need one of the following to confirm their authority to sign:

- 1 a corporate resolution by the Board of Directors, or
- 2 an extract of minutes, or
- 3 an extract of Vote by the Board of Directors;

If the company's articles of incorporation identify additional positions that have the power to bind the corporation, we will accept the articles of incorporation with verification from the president that a certain individual serves in that role (e.g., the president confirms that John Doe is the CEO and the articles of incorporation provide that the CEO has the power to bind the company).

With respect to an LLC, the authority to bind a limited liability company is controlled by Florida statutes. Managers or managing members have inherent authority to bind an LLC.

If the president of a corporation or a manager/managing member of an LLC delegates their authority, such delegation must be sent to us on company letterhead with the President's or manager's/managing member's original, wet signature.

10/03/2018



Lee County
Southwest Florida

**PROCUREMENT MANAGEMENT DEPARTMENT
BID/PROPOSAL FORM**

**COMPANY
NAME:**

SOLICITATION:

RFP230233CMR – VCB Germany, Austria, Switzerland Representation

Having carefully examined the Contract Documents, Contractor/Vendor proposes to furnish the following which meeting these specifications.

PRICING

Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, material, and any other incidental costs required to perform and complete all work as specified in the Contract Documents. All Unit Prices will be bid at the nearest whole penny.

In the event there is a discrepancy between a subtotal or total amount and the unit prices and extended amounts, the unit prices will prevail and the corrected extension(s) and total(s) will be considered the price.

The County will only accept bids submitted on bid forms provided by the County. Bids submitted on other forms, other than those provided by the County, will be deemed non-responsive and ineligible for award.

**Detailed Proposal to be provided as part of and as described in TAB 5 of
the Submittal Requirements & Evaluation Criteria Section of the
Solicitation Documents.**



AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: **RFP230233CMR**

SOLICITATION NAME: Click here to enter text. **VCB Germany, Austria, Switzerland Representation**

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).

BY REGISTERING AS A VENDOR, SUBMITTING A RESPONSE TO A SOLICITATION, OR ENTERING INTO A CONTRACT, YOU ARE OBLIGATED TO COMPLY WITH THE PROVISIONS OF SECTION 448.095, FLA. STAT., "EMPLOYMENT ELIGIBILITY." FURTHER, BY YOUR REGISTRATION AS A VENDOR, RESPONSE TO A SOLICITATION, ENTERING INTO A CONTRACT, YOU AFFIRM AND REPRESENT THAT YOU ARE REGISTERED WITH THE E-VERIFY SYSTEM AND ARE USING SAME, AND WILL CONTINUE TO USE SAME AS REQUIRED BY SECTION 448.095, F.S. COMPLIANCE WITH SECTION 448.095 INCLUDES, BUT IS NOT LIMITED TO, UTILIZATION OF THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES, AND REQUIRING ALL SUBCONTRACTORS TO PROVIDE AN AFFIDAVIT ATTESTING THAT THE SUBCONTRACTOR DOES NOT EMPLOY, CONTRACT WITH, OR SUBCONTRACT WITH, AN UNAUTHORIZED ALIEN. FAILURE TO COMPLY WILL LEAD TO TERMINATION AS A VENDOR, DISQUALIFYING YOU FOR AWARD OF A SOLICITATION, DENIAL OF ENTERING INTO A CONTRACT AND/OR, CANCELLATION OF AN ACTIVE CONTRACT, OR IF YOUR SUBCONTRACTOR KNOWINGLY VIOLATES THE STATUTE, THE SUBCONTRACT MUST BE TERMINATED IMMEDIATELY. ANY CHALLENGE TO TERMINATION UNDER THIS PROVISION MUST BE FILED NO LATER THAN 20 CALENDAR DAYS AFTER THE DATE OF TERMINATION. IF TERMINATED FOR A VIOLATION OF THE STATUTE BY THE VENDOR, THE VENDOR MAY NOT BE ALLOWED TO DO BUSINESS WITH THE COUNTY OR BE AWARDED A SOLICITATION OR CONTRACT FOR A PERIOD OF 1 YEAR AFTER THE DATE OF TERMINATION. ALL COSTS INCURRED TO INITIATE AND SUSTAIN THE AFOREMENTIONED PROGRAMS SHALL BE THE RESPONSIBILITY OF THE VENDOR.

Company Name: _____

Signature Title Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me, by means of physical presence or online notarization, this _____ day of _____ 20____, by _____ who has produced _____ (Print or Type Name)

_____ as identification.
(Type of Identification)

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.**

Reference surveys submitted can be a maximum of twelve (12) months old. If using a previous reference, Proposers must clearly identify the project name and number the reference is being submitted for.

Project Name & Number: _____

Section 1	Reference Respondent Information	Please return completed form to:	
FROM:	_____	Bidder/Proposer:	_____
COMPANY:	_____	Due Date:	_____
PHONE #:	_____	Total # Pages: 1	
FAX #:	_____	Phone #:	Fax #:
EMAIL:	_____	Bidder/Proposer E-Mail:	_____

Section 2	Enter Bidder/Proposer Information , if applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)		
Proposer Name:	_____		
Reference Project Name:	Project Address:	Project Cost:	
Summarize Scope:	_____	_____	_____

You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in section 3 below.

Section 3	Indicate: "Yes" or "No"
1. Did this company have the proper resources and personnel by which to get the job done?	
2. Were any problems encountered with the company's work performance?	
3. Were any change orders or contract amendments issued, other than owner initiated?	
4. Was the job completed on time?	
5. Was the job completed within budget?	
6. 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)	
7. If the opportunity were to present itself, would you rehire this company?	
8. Please provide any additional comments pertinent to this company and the work performed for you:	

Section 4 Please submit non-Lee County employees as references

Reference Name (Print Name) _____

Reference Signature _____

Form 4 – Negligence, Breach and/or Non-Compliance Disclosure Form



ALLEGED NEGLIGENCE/BREACH OF CONTRACT/NON-COMPLIANCE WITH GOVERNMENTAL REGULATION FORM

“Please fill in the form below. Provide details for each incident of alleged negligence, breach of contract or non-compliance with governmental regulation that has occurred over the past 10 years. Examples of non-compliance with governmental regulation include but are not limited to zoning violations, code enforcement violations, civil or criminal citations, denial, or revocation of permits. Provide details for all entities currently or previously owned in whole or in part by the proposer in the last 10 years. Please complete in chronological order with the most recent incident starting on page 1. Please do not modify this form (expansion of spacing allowed) or submit your own variation.”

Company Name

Type of Incident <i>Alleged Negligence Breach of Contract or Non-Compliance</i>	Incident Date And Date Filed	Plaintiff <i>(Company, person, entity acted against your company or state if you company initiated the action)</i>	Case Number	Court <i>(Name of State and County)</i>	Project <i>(Address and Name)</i>	Allegation <i>(Stated reason your company was accused of negligence, breach of contract or non- compliance of governmental regulation or the allegations your company made)</i>	Final Outcome <i>(Who prevailed and how)</i>

Make as many copies of this sheet as necessary to **provide a 10-year history** of the requested information. If there is no action pending or action taken in the last 10 years, complete the **company name** and write **“NONE”** in the first **“Type of Incident”** box of this page and return with your proposal package. This form should also include the primary partners listed in your proposal. Do not include litigation with your company as the plaintiff. Final outcome should include who prevailed and what method of settlement was made. If a monetary settlement was made the amount may remain anonymous.

Proposals may be declared “non-responsive” due to omissions of “Negligence or Breach of Contract” on this disclosure form. Additionally, proposals may be declared “not responsible” due to past or pending lawsuits that are relevant to the subject procurement such that they call into question the ability of the proposer to assure good faith performance. This determination may be made by the Procurement Management Director, after consulting with the County Attorney.

Page Number _____ Of _____ Total pages

Form 5 - Sub-contractor/consultant List



SUB-CONTRACTOR/CONSULTANT LIST

Sub-Contractor/Consultant Company Name	Area Of Work	Point Of Contact Or Project Supervisor	Contact Info Phone or Email	Qualified DBE, MBE, WBE, VBE or Similar	Amount or Percentage of Total

Please include sub-contractor/consultant name, area of work (i.e. mechanical, electrical, etc.) and a **valid** phone number and/or email. Also include the dollar value or percentage that the sub-contractor/consultant will be performing. If sub-contractor/consultant qualifies as a current certificate Florida Certified Business Enterprise such as MBE, WBE, DBE, VBE or similar please indicate such above and provide proof of certification.

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 offices, 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 _____

The foregoing instrument was signed and acknowledged before me, by means of physical presence or online notarization, this _____ day of _____ 20____, by _____ who has produced _____ as identification.
(Type of Identification)

(NOTARY PUBLIC)

My Commission Expires: _____

Sealed Proposal Label

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

PROPOSAL DOCUMENTS • DO NOT OPEN	
SOLICITATION No.:	RFP230233CMR
SOLICITATION TITLE:	VCB Germany, Austria, Switzerland Representation
DATE DUE:	Friday, May 5, 2023
TIME DUE:	Prior to: 2:30 PM
SUBMITTED BY:	
	<small>(Name of Company)</small>
<small>e-mail address</small>	<small>Telephone</small>
DELIVER TO:	Lee County Procurement Management 2115 Second Street, 1st Floor Fort Myers FL 33901
<i>Note: proposals received after the time and date above will not be accepted.</i>	



***Notice:** the Date Due/Submission Deadline Date/Opening Date as stated on this label and other forms contained herein may have been updated via issuance of Addenda against this project. It is the sole responsibility of the Contractor/Vendor to monitor the County project webpage for any updates to the Date Due/Submission Deadline Date/Opening Date via Addenda. This label nor other original forms may not be updated. Contractor/Vendor may strike through and update Date Due/Submission Deadline Date/Opening Date at their discretion to match any updates to this date that have been published via Addenda. Submission received after the time and date of the Date Due/Submission Deadline Date/Opening Date will not be accepted at the sole discretion of the County.

PLEASE PRINT CLEARLY