

RFP230233CMR
VCB Germany, Austria, Switzerland Representation
Global Communication Experts GmbH

E1 Contract # N/A

**AGREEMENT FOR VCB GERMANY, AUSTRIA,
AND SWITZERLAND REPRESENTATION**

THIS AGREEMENT ("Agreement") is made and entered into by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Global Communication Experts GmbH, a German Corporation whose address is Hanauer Landstrasse 184 D-60314 Frankfurt, Germany, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase tourism marketing and sales representation in Germany, Austria, and Switzerland from the Vendor in connection with "VCB Germany, Austria, Switzerland Representation" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. RFP230233CMR on April 4th, 2023 (the "Solicitation"); and,

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

WHEREAS, the County posted a Notice of Intended Descions on May 22nd, 2023; and,

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

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

I. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all products and services for the Purchase, a more specific description of the Project Scope of Services is set forth in Sections 1 through 10 of RFP230233CMR, a photocopy of said section(s) being attached hereto and incorporated by reference as Exhibit A.. Vendor shall comply strictly with all of the terms and conditions of the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement to the extent that it does not conflict with the remainder of the Agreement.

II. TERM AND DELIVERY

A. This Agreement shall commence immediately upon the effective date and shall continue on an as needed basis for one (1) three (3) year period. Upon



mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed a three (3) year period. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest. The effective date shall be October 1st, 2023.

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

III. COMPENSATION AND PAYMENT

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any services under this Agreement until receipt of written authorization from the County. Vendor acknowledges and agrees that no minimum order or amount of product or service is guaranteed under this Agreement and County may elect to request no products or services. If the County authorizes delivery of products or performance of services, the County reserves the right to amend, reduce, or cancel the authorization in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of non-appropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

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



Agreement.

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

V. ADDITIONAL PURCHASES

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

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

VI. LIABILITY OF VENDOR

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

VII. VENDOR'S INSURANCE

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



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

VIII. RESPONSIBILITIES OF THE VENDOR

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



provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

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

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

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

IX. OWNERSHIP OF PRODUCTS

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

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES



- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement. If the services provided require use of specific key personnel, the personnel shall be agreed to by the County and Vendor. If the Vendor's key personnel have been predetermined and approved, through the Solicitation process or otherwise, any subsequent change or substitution to the personnel must receive the County's written approval before said changes or substitution can become effective.
- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

XI. COMPLIANCE WITH APPLICABLE LAW

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

XII. TERMINATION

- A. The County shall have the right at any time upon thirty (30) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
- C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or



acceptance and are in addition to the Vendor's obligations under this Agreement.

XIII. DISPUTE RESOLUTION

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

XIV. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting



party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.

- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee County. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline will then fall to the next Monday or non-Lee County recognized holiday
- I. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:



Vendor's Representative

Name: Dorothea Hohn
Title: Agency Owner
Address: Hanauer Landstrasse 184
D-60314 Frankfurt,
Germany
Telephone: +49 69 17 53 71020
Facsimile: +49 69 17 53 71021
Email: Dorothea.hohn@gce-
agency.com

County's Representative

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

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

[The remainder of this page intentionally left blank.]



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

WITNESS:

**GLOBAL COMMUNICATION EXPERTS
GMBH**

Signed By:



Signed By:



Print Name:

Sabrina Kuminich

Print Name:

Dorothea Holm

Title:

Managing Partner

Date:

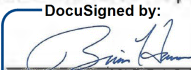
07/12/2023

LEE COUNTY

**BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA**

BY:

DocuSigned by:



C95488F0B17428
CHAIR

DATE:

8/9/2023 1:5:24 PM EDT
DocuSigned by:

**ATTEST:
CLERK OF THE CIRCUIT COURT**

BY:

DocuSigned by:



D7EAC59F178B449

DEPUTY CLERK



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

BY:

DocuSigned by:



D7B0A432435E448

OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A DETAILED SPECIFICATIONS

DETAILED SPECIFICATIONS

1. GENERAL SCOPE OF PROJECT

- 1.1 Lee County Board of County Commissioners seeks to contract with a qualified Vendor to provide proposals to act as the Lee County Visitor & 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

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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 tradeshow, 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

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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/TRADE SHOWS/TRAININGS/VIRTUAL EVENTS | | | | |
|---|-------------------------------|---|-------------------|--|
| Event Name | Date (Chronological Order) | Location | Registration Cost | |
| | | | VCB Budget | Contractor Reimbursables (Estimated) |
| FTI Roadshow | November 24, 2021 | Würzburg | \$ 600,000 | \$ 100,000 |
| Short Regional Update Videos: Trade DE, AT, CH | December 5, 2021 | Virtual | | |
| DEPART Travel Agency Training (450 Offices) | December 6, 2021 | Virtual | | |
| Visit Florida Webinar "Christmas Special" | December 8, 2021 | Virtual | | \$ 200,000 |
| Visit USA Virtual Roadshow | Dec 2021 | Virtual | | |
| On Ford 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 meeting (Hamburg) | January 18, 2022 | Hamburg | | |
| Brochure Distribution Reisen Hamburg | February 9-13, 2022 | Hamburg | | |
| Trade Show Suite | February 18-20, 2022 | Munich | | |
| Visit Florida Sales Mission | February 2022 | Various Cities | | |
| Euro Wings Discover, Naples & Fort Myers Webinar | March 8, 2022 | Virtual | | |
| ITB | March 9-13, 2022 | Virtual | | |
| Euro Wings Discover Road Show | March 14-16, 2022 | Düsseldorf, Frankfurt, Baden-Baden, Nuremberg, Munich | \$ | 1,000,000 |
| ACE Roadshow | March 23, 2022 | Frankfurt & Düsseldorf | \$ | 1,000,000 |
| Inaugural Flight Event | March 28, 2021 | Frankfurt Airport | | |

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SALES EFFORTS/TRADE SHOWS / 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 |
| FWW Counting Stars & Counter Days | May 5-8, 2022 | Vikuni & 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 | | |
| DER TOUR B2B Event | July 21, 2022 | Nuremberg | \$ | 3,500.00 |
| Cruising Fairreise 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

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

AC-3-21 (Continued)

Allowable Reimbursements:

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

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

Definition:

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

Allowable Reimbursements:

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

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

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

International Travel – Requires County Administrator (or designee) Approval

Definition:

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



AC-3-21 (Continued)

Allowable Reimbursements:

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

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

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

TRAVEL GUIDELINES

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

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

ALLOWANCES

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

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

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

Class "C" Travel – one day travel to include those trips beyond Lee County and adjacent counties. Those trips beyond Lee County and adjacent counties can be reimbursed for breakfast (when travel begins before 6:00 a.m. and extends beyond 8:00 a.m.); lunch (when travel begins before 12:00 noon and extends beyond 2:00 p.m.) and; dinner (when travel begins before 6:00 p.m. and extends beyond 8:00 p.m.).

AC-3-21 (Continued)

MEAL & MILEAGE ALLOWANCES –

Meals shall be paid in accordance with the most recent USGSA Code per Florida Statute 112.061 (specific travel reimbursement amounts will be based on location). For areas not included on the USGSA list, the closest city in the region will be used.

Breakfast – when travel begins before 6:00 A.M. and extends beyond 8:00 A.M.

Lunch – when travel begins before 12:00 noon and extends beyond 2:00 P.M.

Dinner – when travel begins before 6:00 P.M. and extends beyond 8:00 P.M. or when travel occurs during nighttime hours due to special assignment.

Mileage shall be paid pursuant to USGSA Code, and said rate shall be amended from time to time to be consistent with the USGSA Code change.

Travel expenses of travelers shall be limited to those expenses necessarily incurred by them in the performance of a public purpose authorized by law to be performed by the agency.

TIPS & GRATUITIES

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

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

REQUIRED DOCUMENTATION (FORMS)

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

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

REQUIRED DOCUMENTATION

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



AC-3-21 (Continued)

RENTAL VEHICLES

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

ACCELERATE ARRIVAL OR DELAY DEPARTURE

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

LODGING SELECTION

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

TRAVEL REIMBURSEMENT FOR OUTSIDE PERSONS

Persons who contribute time and service as consultants, advisors or other contracted professionals to the County may be reimbursed for travel expenses incurred for a County purpose. Such reimbursements must be authorized by the County Manager, County Attorney or Hearing Examiner and shall be subject to the policies and procedures as approved for regular employees of Lee County. Reimbursements for these charges may not be paid for out of the 4000 object code series. Meals shall be paid in accordance with the most recent USGSA Code per Florida Statute 112.061 (specific travel reimbursement amounts will be based on location). For areas not included on the USGSA list, the closest city in the region will be used.

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

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



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

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- 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.

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- 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 1-42.010 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

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- 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

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**EXHIBIT B
FEE SCHEDULE**

In accordance with this Agreement, the County shall pay the Vendor for actual work performed at the fees set forth below, plus reimbursable expenses as further described herein, in a total amount not to exceed \$300,000.00 US Dollars (USD) annually.

Vendor Retainer/Service Fee

The County shall pay the Vendor a total of \$150,000.00 annually (the Vendor's service fee), which will be disbursed in monthly installments of \$12,500.00. Each monthly payment shall be disbursed by the end of the month prior to work being performed.

Marketing and Public Relations

Total marketing and public relations fee shall not exceed \$150,000.00 (USD). Amount will be divided as follows:

B2B Marketing: \$70,000.00
B2C Marketing: \$55,000.00
Public Relations: \$25,000.00

Inclusive of the Vendor's Marketing and Public Relations fee, the County shall reimburse the Vendor, for out-of-pocket expenses resulting directly from the Vendor's work under this Agreement as described in Exhibit A, including, but not limited to, expenses related to tradeshow registration costs, networking events, and client sales calls; client entertainment; travel expenses related to tradeshows, familiarization tours, sales missions, site inspections, and monthly local industry meetings; and postage/shipping when needed to ship promotional materials to large events. Travel costs shall be paid in accordance with the Lee County Travel Policy. All reimbursement requests must include copies of receipt(s) or any other reasonable documentation pertaining to reimbursement request.



**EXHIBIT C
INSURANCE REQUIREMENTS**



**Insurance Requirements
(General Liability Only)**

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided*

- a. **Commercial General Liability to Include Participant Legal Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:
 - \$1,000,000 per occurrence
 - \$2,000,000 general aggregate
 - \$1,000,000 products and completed operations
 - \$1,000,000 personal and advertising injury

Verification of Coverage:

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

"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are automatic additional insureds and includes an automatic waiver of subrogation with regard to general liability. The certificate holder is an additional insured on a primary and noncontributory basis with regards to general liability."
 - b. **The certificate holder must read as follows:**

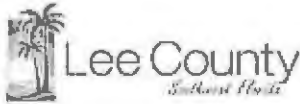
Lee County, a political subdivision and Charter County of the State of Florida
P.O. Box 398
Fort Myers, Florida 33902

Special Requirements:

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

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EXHIBIT D



VENDOR BACKGROUND SCREENING AFFIDAVIT

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

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

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

Date: 07/12/2023

D. Rohr
Signature
Managing Partner
Name/Title

STATE OF Germany
COUNTY OF

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of [x] physical presence or [] online notarization, this 13 day of July, 2023, by the above-named person and in their stated capacity, and is either personally known to me or who has produced the following type of identification:

Type of Identification

[Stamp/seal required]



L. A. Whinn
Signature, Notary Public

Urkundenverzeichnis-Nr. 297/2023 – MW

D77/1401-23

Vorstehende, vor mir anerkannte
Unterschrift von

Frau Dorothea Hohn,
geb. am 12. Januar 1965,
geschäftsansässig: Hanauer Landstraße
184, 60314 Frankfurt am Main,

beglaubige ich.

Die Erschienenene ist von Person bekannt.

Aufgrund heute elektronisch erfolgter
Einsicht in das Handelsregister des
Amtsgerichts Frankfurt am Main bescheinige
ich hiermit in meiner Eigenschaft als Notar,
dass die **Global Communication Experts
GmbH** mit Sitz in Frankfurt am Main unter
HRB 76467 eingetragen ist und dass die von
den Beschränkungen des § 181 BGB
befreite Geschäftsführerin, Frau Dorothea
Hohn, berechtigt ist, die Gesellschaft einzeln
zu vertreten.

Der Notar fragte nach einer Vorbefassung im
Sinne vom § 3 Absatz 1 Nr. 7 BeurkG. Sie
wurde von den Beteiligten verneint.

Offenbach am Main, den 13. Juli 2023


Dr. Markus K. Weiss, Notar

I certify, that the above signature was
acknowledged today before me of

Mrs. Dorothea Hohn,
born on 12th January of 1965,
business address: Hanauer Landstraße 184,
60314 Frankfurt am Main,

Mrs. Hohn is personally known.

The notary public confirms upon today's
inspection of the commercial register of the
local court Frankfurt am Main that the **Global
Communication Experts GmbH** is
registered in the commercial register under
registration number HRB 76467 and that
Mrs. Dorothea Hohn, as managing director is
authorized to represent the company acting
alone and is exempted from the restrictions
imposed by Sec. 181 German Civil Code
(BGB).

The notary public asked the person
appearing about the prior involvement in
terms of section 3 subsection 1 number 7
BeurkG (Official Recording Act). The person
appearing denied this question.

