

RFP240031KLB
Fertilizer Education and Outreach Program - Annual
Priority Marketing of Southwest Florida, Inc.

E1 Contract # _____

AGREEMENT FOR FERTILIZER EDUCATION AND OUTREACH PROGRAM

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 Priority Marketing of Southwest Florida, Inc., a Florida corporation, whose address is 12140 Carissa Commerce Court, Suite 201, Fort Myers, FL 33966, and whose federal tax identification number is 65-0771374, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase marketing services on the responsible use of fertilizer, proper disposal of pet waste, and the potential impacts of personal actions on our local waterways from the Vendor in connection with "Fertilizer Education and Outreach Program" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. RFP240031KLB on November 10, 2023 (the "Solicitation"); and,

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

WHEREAS, the County posted a Notice of Intended Decision on February 8, 2024; 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 6 of the Detailed Specifications section of RFP240031KLB, 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 # RFP240031KLB, as modified by it addenda, copies of which are on file with the County's Department of Procurement Management and are deemed incorporated into this Agreement.

II. TERM AND DELIVERY

- A. This Agreement shall commence immediately upon the effective date and shall continue 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 three (3) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest. The effective date shall be April 16, 2024.
- B. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.
- C. Products and services shall be delivered in accordance with Exhibit B, Delivery/Project Schedule, attached hereto and incorporated herein. The schedule shall commence on the date of the purchase order.

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 C, 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 C) 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 D 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 D. 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 E.

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. STOP WORK ORDER

The County may, at any time, by written order to the Vendor, require the Vendor to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Vendor. Upon receipt of such an order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Vendor shall not resume work unless specifically so directed in writing by the County. The County may take one of the following actions:

1. Cancel the stop work order; or
2. Terminate the work covered by the order; or
3. Terminate the Agreement in accordance with provisions contained in Section XII.

In the event the County does not direct the Vendor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XII. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the County does not direct the Vendor to resume work within ninety (90) days, the Vendor may terminate this Agreement.

XV. 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:

<u>Vendor's Representative</u>		<u>County's Representative</u>	
Name:	<u>Teri Hansen</u>	Name:	<u>Mary Tucker</u>
Title:	<u>President</u>	Title:	<u>Procurement Management Director</u>
Address:	<u>12140 Carissa Commerce Ct. #201</u>	Address:	<u>P.O. Box 398 Fort Myers, FL 33902</u>
Telephone:	<u>(239) 267-2638</u>	Telephone:	<u>(239) 533-8881</u>
Facsimile:	<u>(239) 267-1811</u>	Facsimile:	<u>(239) 485-8383</u>
Email:	<u>teri@prioritymarketing.com</u>	Email:	<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

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

WITNESS:

PRIORITY MARKETING OF SOUTHWEST FLORIDA, INC.

Signed By: *Melissa Ward*

Signed By: *Teresa (Jeri) Hansen*

Print Name: melissa Ward

Print Name: Teresa Hansen

Title: President

Date: 4-4-24

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA

Signed By: *Kevin Ruane*
DocuSigned by: 22FDD6F16C7E43A...

Print Name: Kevin Ruane

Title: vice-Chair

Date: 5/1/2024 | 3:26 PM EDT

**ATTEST:
CLERK OF THE CIRCUIT COURT**

BY: *Chris Jagodzinski*
DocuSigned by: DEEA659F178B449...
DEPUTY CLERK



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

BY: *Joseph Adams*
DocuSigned by: DCCFEED4580467
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A SCOPE OF WORK

DETAILED SPECIFICATIONS

1. GENERAL SCOPE OF PROJECT

- 1.1. The Lee Board of County Commissioners is seeking proposals for a firm to develop a public education campaign to continue to engage and educate the citizens of Southwest Florida on the responsible use of fertilizer, proper disposal of pet waste, and the potential impacts of personal actions on our local waterways.

2. BACKGROUND

- 2.1. Property values, tax income, local businesses and residents, tourism, and natural ecosystems are greatly influenced by the quality of our coastal waters. Excessive nutrients (nitrogen and phosphorus) and bacteria from fertilizer used on urban lawns and landscapes and pet waste left in the watershed have a detrimental effect on water quality in Southwest Florida. While not the only source of excess nutrients and bacteria in our local waterways, reducing personal contribution to pollution is an important step in improving water quality.
- 2.2. Using too much fertilizer and applying it improperly can have detrimental effects on water quality. This is particularly true during Florida's rainy season (June-September). Excess nutrients in storm water runoff can stimulate harmful algae blooms such as blue-green and red drift and has been implicated in exacerbation of red tide blooms. These blooms can result in harmful impacts to our waterways, beaches, wildlife, human health, and the local economy. Responsible use of fertilizer, including acting in accordance with rainy season blackout periods imposed by local ordinances, is a cost-effective way of controlling nutrient pollution entering our waterways and estuaries.
- 2.3. Rain washes pet waste and its related nutrients and bacteria into creeks, rivers, and other waterbodies such as the Gulf of Mexico. Pet waste left anywhere is a potential public health risk because enough bacteria washed into the waterways can make them unsafe for recreation. Properly disposing of pet waste can help prevent water pollution associated with bacteria laden excrement.
- 2.4. Increasing awareness and personal responsibility among the residents and visitors of Lee County regarding the impacts of personal actions on our local waterways is an important part of efforts to protect and improve water quality.

3. PROGRAM SUMMARY

- 3.1. Lee County is soliciting for a company or individual to produce a public information/education campaign to engage, educate and move to action the citizens of Southwest Florida on the responsible use of fertilizer, picking up pet waste, and potentially other water quality outreach initiatives as needed. This informational and educational campaign will include a suite of outreach components including a combination of some or all of television, outdoor, print, radio, web, direct mailing, and social media content to deliver the message. The primary goal of this campaign is to continue to build on the County's outreach efforts and to inform and educate citizens on the connection between excessive fertilizer use in commercial and urban landscapes to its resulting impact on our coastal water quality and economy, then to move citizens to adapt practices to reduce excessive fertilizer use. The campaign may also include education and outreach about the importance of picking up and disposing properly of pet waste, or other related water quality call to action messages that Lee County may desire to roll out.

4. SCOPE OF WORK

- 4.1. The County desires the development and implementation of a broad-based outreach effort to inform and educate the public about how nutrient loading effects our waterways. Drawing a link between responsible personal actions and improved water quality is a crucial component of this education and outreach effort. **This program needs to be an issue-oriented, public information/education campaign designed to develop awareness and knowledge of water quality issues, move the audience to change habits and attitudes towards appropriate fertilizer application, and increase compliance with applicable fertilizer ordinances.**
- 4.2. The selected individual/firm shall recommend for approval and implement a campaign plan that shall include use of standard public relations activities such as media relations, social media, community relations, etc. as deemed appropriate.
- 4.2.1 The campaign plan shall include public outreach and education in support of landscape and fertilizer best management practices and may include other water quality outreach topics.
- 4.2.2 The campaign plan shall include the proposed broadcast and print tools deemed necessary including TV/radio PSA production, print collateral material and point of purchase displays.
- 4.2.3. Other creative ideas for incentives or other proposed campaign elements should be included in the proposed campaign plan.
- 4.2.4. Any “value added” ideas to further the impact of the overall budget should be addressed in the proposed campaign plan.
- 4.3 The selected individual/firm shall appoint a person or persons to act as a primary contact for the County and shall include the name(s) of such person(s) as part of the qualification package. Such appointment shall not be modified without prior written consent of the County. This person or designated back-up shall be readily available during normal work hours by phone or in person and shall be knowledgeable of the terms and procedures involved.
- 4.3.1. Upon request, the individual/firm must submit to County staff data, reports, records, strategy recommendations, and/or other documents relating to the activity as required.
- 4.3.2. The individual/firm must submit a monthly report to the County Project Manager that includes:
- An update on consultant activities relevant to the campaign
 - An analysis of campaign activity including criteria that track and measure the effectiveness of the program.
 - Pictures, video, press, screenshots, social media posts and/or any other materials related to campaign efforts
 - Meet with Lee County staff as necessary.

5. OBJECTIVES

- 5.1. The Vendor shall ensure the services provided and program developed under this Agreement meet or exceed the following objectives of this campaign:
- Develop a comprehensive program that utilizes, to the greatest extent possible, existing public information that promotes proper landscape maintenance and fertilizer application;
 - Increase awareness, generate support and affect a positive change in the public’s attitudes and habits regarding fertilizer application and water quality;

- Effectively motivate consumers to take specific actions to adopt long-term landscaping best management practices that will evolve into sustainable, permanent landscaping best management practices;
- Improve the efficiency of fertilizer application, and prevent and curtail improper fertilizer and landscape techniques that can cause environmental degradation;
- Increase awareness of the importance of picking up pet waste and encourage residents and visitors to pick up pet waste;
- Increase public awareness and education on other County priority water quality initiatives by incorporating messaging into the outreach campaign; and,
- Examine other best management practices that could be incorporate into the campaign to address water quality.

6. TARGET AUDIENCES

- 6.1. The following audience segments are the primary and secondary target markets that should serve as the focus of this campaign. The Vendor shall ensure these primary and secondary target markets are successfully reached through services provided under this Agreement:
- Permanent and seasonal residents of, and visitors to, Southwest Florida;
 - Community leaders who have the potential to influence public opinion;
 - Key media sources representing print publications and broadcast stations that effectively reach the identified target audiences;
 - Educators, major employers, utilities, non-governmental organizations and other entities that have the potential to disseminate information on proper landscape maintenance, fertilizer application, pet waste disposal, and other personal behaviors that can affect water quality.

End of Detailed Specifications



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

Posted Date: November 30, 2023

Solicitation No.: RFP240031KLB

Solicitation Name: Fertilizer Education and Outreach Program - Annual

Subject: Addendum Number 1

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

1. ATTACHMENTS
2. QUESTIONS/ANSWERS

1.	Within the price proposal, how detailed do the estimates for advertising, media, etc., outside of service costs need to be? For example, is it sufficient to say we would allot \$X for direct mail, \$X for outdoor advertising, \$X for print collateral, etc.?
Answer	General estimates are sufficient for the proposal.
2.	Is the intention to keep the "Fertilize Smart" name or to produce something entirely different? In that vein, will the https://fertilizesmart.com/ website and its elements be able to be utilized?
Answer	The COUNTY intends to keep the existing "Fertilize Smart" name and website. Elements from the website may be utilized.
3.	Are there existing mailing lists available to utilize for direct mail pieces, or would new lists need to be purchased?
Answer	The COUNTY previously did direct mail using targeted zip codes, there were no lists purchased.
4.	Does the "as needed basis" listed in the Project Term Special Conditions mean that while the contract is annual, the services are only needed for certain months out of the year?
Answer	The contract will be for one (1) three-year (3) period with renewal options for an additional three (3) years. This will be an annual contract utilized year round, however, because rainy season are the months of June-September there will be additional emphasis during that time frame.
5.	If a submitter is currently contracted by Lee County Government, may their County employee point of contact serve as one of the three required references?
Answer	No, per the Reference Survey, Lee County employees may not be used as a reference.

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

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

Kacey Bell

Kacey Bell

Procurement Analyst Direct Line: 239-533-8835

Lee County Procurement Management



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

Posted Date: December 6, 2023

Solicitation No.: RFP240031KLB

Solicitation Name: Fertilizer Education and Outreach Program - Annual

Subject: Addendum Number 2

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

1. ATTACHMENTS: NONE
2. QUESTIONS/ANSWERS

1.	It appears the program will utilize and expand upon the existing campaigns – Fertilize Smart and Do Your Duty. Please confirm if this is correct, or if you are you looking for new campaign ideas.
Answer	The intent of the COUNTY is to utilize, expand, and build on the existing “Fertilize Smart” website and campaign. New campaign ideas using the existing website and “Fertilize Smart” logo are encouraged.
2.	Are there existing relationships with retailers for point-of-purchase displays?
Answer	No, there are no existing relationships with retailers for point-of-purchase displays.
3.	In addition to earned media through public relations efforts, will paid media be considered?
Answer	Yes, paid media will be considered.
4.	Do you have an existing survey platform, such as Qualtrics, that can be utilized with this program?
Answer	No, there is no existing survey platform.
5.	Have you partnered with FGCU to utilize Colloquium students for outreach?
Answer	No, Lee County has not partnered with FGCU.
6.	Do you have staff designated for this program for speaking engagements, interviews, etc.?
Answer	No, there is no designated staff for this program for speaking engagements and interviews.
7.	Is Ordinance 08.08 still in effect? Are there any proposed changes?
Answer	Yes, Lee County Ordinance 08.08 is still in effect and there are no proposed changes currently.

8.	Are we able to email taxpayers campaign surveys through Lee County?
Answer	Yes, emails could be sent to the individuals who have opted into the County's e-newsletter, or surveys could be sent out via social media channels.
9.	Will the campaign run June 1 – September 30 or will it be year-round?
Answer	This is an annual contract that will be utilized year-round, however, because rainy season are the months of June-September there will be additional emphasis during that time frame.

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

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

Kacey Bell

Kacey Bell
Procurement Analyst Direct Line: 239-533-8835
Lee County Procurement Management

EXHIBIT B
DELIVERY/PROJECT SCHEDULE

Task	Description	Frequency
1	Pre – and Post – Campaign Email Surveys	May and October – Years 1, 2, and 3
2	Media Audit	May – Year 1 ONLY
3	Campaign Development	May – Year 1 ONLY
4	Billboards (4 boards per month)	June through September – Years 1, 2, and 3
5	Streaming TV	Aired June through September – Years 1, 2, and 3
6	Broadcast TV	Aired June through September – Years 1, 2, and 3
7	Digital Advertising	Aired June through September – Years 1, 2, and 3
8	30-Second TV Commercial Production	June through September – Year 1 ONLY
9	Social Media Post Boosting	Monthly
10	Professional Services retainer	Monthly
11	Public Relations/Media Relations	Monthly
12	Organic Social Media Planning & Management	Monthly
13	Organic Social Media Management Platform	Monthly

**EXHIBIT C
FEE SCHEDULE**

- 1.0. For all services and work products described in Exhibit A, the County agrees to pay the Vendor as provided below for the first year of the Agreement. Total payments for the first year shall not exceed \$220,000.00.

<i>RFP240031KLB – Fertilizer Education and Outreach Program – Annual Priority Marketing of Southwest Florida, Inc. - Year 1</i>					
Task	Description	Unit of Measure	Quantity	Unit Price	Extended Amount
1	Pre – and Post – Campaign Email Surveys	EA	2	\$1,000.00	\$2,000.00
2	Media Audit	EA	1	\$500.00	\$500.00
3	Campaign Development	EA	1	\$5,000.00	\$5,000.00
4	Billboards (4 boards per month– June – Sept)	MOS	4	\$12,000.00	\$48,000.00
5	Streaming TV (June – September)	MOS	4	\$3,000.00	\$12,000.00
6	Broadcast TV (June – September)	MOS	4	\$10,000.00	\$40,000.00
7	Digital Advertising (June – September)	MOS	4	\$5,000.00	\$20,000.00
8	30-Second TV Commercial Production	EA	1	\$4,000.00	\$4,000.00
9	Social Media Post Boosting (2 boostings per month)	MOS	12	\$100.00	\$1,200.00
10	Professional Services retainer	MOS	12	\$2,000.00	\$24,000.00
11	Public Relations/Media Relations	MOS	12	\$2,900.00	\$34,800.00
12	Organic Social Media Planning & Management	MOS	12	\$2,200.00	\$26,400.00
13	Organic Social Media Management Platform	MOS	12	\$46.00	\$552.00

- 2.0. For all services and work products described in Exhibit A, the County agrees to pay the Vendor as provided below for the second year of the Agreement. Total payments for the second year shall not exceed \$220,000.00.

<i>RFP240031KLB – Fertilizer Education and Outreach Program – Annual Priority Marketing of Southwest Florida, Inc. - Year 2</i>					
Task	Description	Unit of Measure	Quantity	Unit Price	Extended Amount
1	Pre – and Post – Campaign Email Surveys	EA	2	\$1,000.00	\$2,000.00
2	Billboards (4 boards per month– June – Sept)	MOS	4	\$12,000.00	\$48,000.00
3	Streaming TV (June – September)	MOS	4	\$3,000.00	\$12,000.00
4	Broadcast TV (June – September)	MOS	4	\$11,687.50	\$46,750.00
5	Digital Advertising (June – September)	MOS	4	\$5,687.50	\$22,750.00
6	Social Media Post Boosting (2 boostings per month)	MOS	12	\$100.00	\$1,200.00
7	Professional Services retainer	MOS	12	\$2,000.00	\$24,000.00
8	Public Relations/Media Relations	MOS	12	\$2,900.00	\$34,800.00
9	Organic Social Media Planning & Management	MOS	12	\$2,200.00	\$26,400.00
10	Organic Social Media Management Platform	MOS	12	\$46.00	\$552.00

- 3.0. For all services and work products described in Exhibit A, the County agrees to pay the Vendor as provided below for the third year of the Agreement. Total payments for the third year shall not exceed \$220,000.00.

<i>RFP240031KLB – Fertilizer Education and Outreach Program – Annual Priority Marketing of Southwest Florida, Inc. - Year 3</i>					
Task	Description	Unit of Measure	Quantity	Unit Price	Extended Amount
1	Pre – and Post – Campaign Email Surveys	EA	2	\$1,000.00	\$2,000.00
2	Billboards (4 boards per month– June – Sept)	MOS	4	\$12,000.00	\$48,000.00
3	Streaming TV (June – September)	MOS	4	\$3,000.00	\$12,000.00
4	Broadcast TV (June – September)	MOS	4	\$11,687.50	\$46,750.00
5	Digital Advertising (June – September)	MOS	4	\$5,687.50	\$22,750.00
6	Social Media Post Boosting (2 boostings per month)	MOS	12	\$100.00	\$1,200.00
7	Professional Services retainer	MOS	12	\$2,000.00	\$24,000.00
8	Public Relations/Media Relations	MOS	12	\$2,900.00	\$34,800.00
9	Organic Social Media Planning & Management	MOS	12	\$2,200.00	\$26,400.00
10	Organic Social Media Management Platform	MOS	12	\$46.00	\$552.00

EXHIBIT D INSURANCE REQUIREMENTS



Lee County Insurance Requirements

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

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:
 - \$1,000,000 per occurrence
 - \$2,000,000 general aggregate
 - \$1,000,000 products and completed operations
 - \$1,000,000 personal and advertising injury
- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:
 - \$1,000,000 combined single limit (CSL); or
 - \$500,000 bodily injury per person
 - \$1,000,000 bodily injury per accident
 - \$500,000 property damage per accident
- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:
 - \$500,000 per accident
 - \$500,000 disease limit
 - \$500,000 disease – policy limit

****The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."***



Lee County Insurance Requirements

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

- a. **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.
2. It is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.

EXHIBIT E

VENDOR BACKGROUND SCREENING AFFIDAVIT



VENDOR BACKGROUND SCREENING AFFIDAVIT

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

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

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

Date: 4/4/2024

Teresa Hansen
Signature

STATE OF Florida
COUNTY OF Lee

Teresa Hansen
Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 4 day of April, 2024, 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]

Melissa Ward
Signature, Notary Public



MELISSA WARD
Notary Public
State of Florida
Comm# HH171344
Expires 8/30/2025