

RFP240176CMR
VCB United Kingdom, Ireland, and Scandinavia Representation
FINN Partners Limited

E1 Contract # _____

AGREEMENT FOR VCB UNITED KINGDOM, IRELAND, AND SCANDINAVIA 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 FINN Partners Limited, a United Kingdom corporation, whose address is 55 Old Broad Street, First Floor, London, EC2M 1RX, United Kingdom, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase professional tourism marketing and sales representation in the United Kingdom, Ireland, and Scandinavia from the Vendor in connection with "VCB United Kingdom, Ireland, and Scandinavia Representation" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. RFP240176CMR on April 5th, 2024 (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 May 20th, 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 10 of Detailed Specification of RFP240176CMR, a photocopy of said sections being attached hereto and incorporated by reference as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. RFP240176CMR, as modified by its addendum, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement 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 term of two (2) years. The effective date shall be October 1st, 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.

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

- A. 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.
- B. Vendor shall follow all applicable laws in the European Union and specifically acknowledges to comply with the requirements of "Commission Implementing Decision of 4.6.2021," incorporated herein and attached hereto as Exhibit E.

XII. CONTRACT TERMINATION

- A. MATERIAL BREACH A Vendor may be Terminated for Cause by the County, at the sole discretion of the Procurement Management Director, for failing to perform a contractual requirement or for a material breach of any term or condition. A material breach of a term or condition of the Agreement may include but is not limited to: 1. Vendor failure to perform services or deliver materials, supplies, or equipment by the date required or by an alternate date as mutually agreed in a written amendment to the Agreement; 2. Vendor failure to carry out any warranty or fails to perform or comply with any mandatory provision of the Agreement; 3. Vendor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder; 4. Vendor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors that endangers the Vendor's proper performance hereunder; 5. Appointment of any receiver, trustee, or similar official for Vendor or any of the Vendor's property and such appointment endangers the Vendor's proper performance hereunder; 6. A determination that the Vendor is in violation of federal, state, or local laws or regulations

and that such determination renders the Vendor unable to perform any aspect of the Agreement.

- B. OPPORTUNITY TO CURE** In the event that Vendor fails to perform a contractual requirement or materially breaches any term or condition, the County may issue a written cure notice. The Vendor may have a period of time in which to cure. The County is not required to allow the Vendor to cure defects if the opportunity for cure is not feasible as, determined solely within the discretion of the County. Time allowed for cure shall not diminish or eliminate Vendor's liability for damages, or otherwise affect any other remedies available against Vendor under the Agreement or by law. If the breach remains after Vendor has been provided the opportunity to cure, the County may do any one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this Agreement and any related contracts or portions thereof; 3. Procure replacements and impose damages as set forth elsewhere in this Agreement, if applicable; 4. Impose actual or liquidated damages; 5. Suspend or bar Vendor from receiving future solicitations or other opportunities; 6. Require Vendor to reimburse the County for any loss or additional expense incurred as a result of default or failure to satisfactorily perform the terms of the Agreement.
- C. TERMINATION FOR CAUSE** In the event the Procurement Management Director, in his/her sole discretion, determines that the Vendor has failed to comply with the conditions of this Agreement in a timely manner or is in material breach, the Procurement Management Director has the right to terminate this Agreement, in part or in whole. If corrective action is deemed acceptable by the County, the Procurement Management Director shall notify the Vendor in writing of the need to take corrective action and the date in which the corrective action must be completed. If corrective action is not completed as specified by the Procurement Management Director, or if such corrective action is deemed by the County to be insufficient, the Agreement may be terminated. The County reserves the right to withhold further payments, or prohibit the Vendor from incurring additional obligations of funds during investigation of the alleged breach and pending corrective action by the Vendor or a decision by the County to terminate the Agreement. In the event of termination, the County shall have the right to procure any replacement materials, supplies, services and/or equipment that are the subject of this Agreement on the open market. In addition, the Vendor shall be liable for damages as authorized by law including, but not limited to, any price difference between the original Agreement and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. If it is determined that: (1) the Vendor was not in material breach; or (2) failure to perform was outside of Vendor's or its subcontractor's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience." The rights and remedies of the County provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

- D. **TERMINATION FOR CONVENIENCE** Except as otherwise provided in this Agreement, the County, at the sole discretion of the Procurement Management Director, may terminate this Agreement, in whole or in part by giving thirty (30) calendar days written notice beginning on the second day after mailing to the Vendor. If this Agreement is so terminated, the County shall be liable only for payment required under this Agreement for properly authorized services rendered, or materials, supplies and/or equipment delivered to and accepted by the County prior to the effective date of Agreement termination. The County shall have no other obligation whatsoever to the Vendor for such termination.
- E. 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 email, United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative

Name: Chris Woodbridge-Cox
 Title: Senior Partner
 Address: 55 Old Broad Street, 1st Floor,
London, EC2M 1RX,
United Kingdom
 Telephone: +44 7846 873771
 Facsimile: N/A
 Email: Chris.woodbridgecox@finnpartner
s.com

County's Representative

Name: Mary Tucker
 Title: Procurement
Management Director
 Address: P.O. Box 398
Fort Myers, FL 33902
 Telephone: (239) 533-8881
 Facsimile: (239) 485-8383
 Email: mtucker@leegov.com

- 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:

Signed By: *[Signature]*

Print Name: FREDERICA SOTILEY

FINN PARTNERS LIMITED

Signed By: *[Signature]*

Print Name: CHRIS WOODBRIDGE-COX

Title: SENIOR PARTNER

Date: 25th JULY 2024

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

DocuSigned by:
Signed By: *Mike Greenwell*

Print Name: Mike Greenwell

Title: Chair

Date: 8/29/2024 | 12:19 PM EDT

ATTEST:
CLERK OF THE CIRCUIT COURT

DocuSigned by:
BY: *Melissa Butler*
DEPUTY CLERK

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

Signed by:
BY: *Andrea Fraser*
OFFICE OF THE COUNTY ATTORNEY

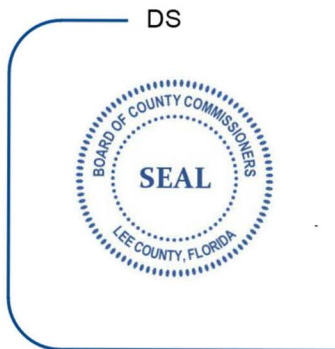


EXHIBIT A DETAILED SPECIFICATIONS

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DETAILED SPECIFICATIONS

1. GENERAL SCOPE OF PROJECT

- 1.1. Lee County Board of County Commissioners seeks to contract with a qualified Vendor to act as the Lee County Visitor & Convention Bureau (VCB) tourism marketing and sales representation in the United Kingdom, Ireland and Scandinavia.
- 1.2. The objective of this RFP is to solicit tourism marketing representation for Lee County, Florida, in the United Kingdom, Ireland and Scandinavia.
- 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 mutual Agreement between Lee County and the selected Vendor.

2. INTRODUCTION AND BACKGROUND

- 2.1. The VCB is the official marketing and promotional agency for visitation to Lee County, Florida, which includes 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 five (5) percent tourist tax on short term accommodations commonly known as the bed tax.
- 2.2. In 2022, tourism employed one out of every five (5) people in Lee County and had a \$4.1 billion economic impact in the community. The community welcomed 4.4 million visitors to the area in 2022 and of those, the international market accounted for 356,240 visitors; with Canada, Germany, and the United Kingdom contributing the largest shares. Like other destinations, the pandemic affected out international visitation.
- 2.3. For further information on marketing plan, annual visitor profile, consumer website and industry partners, please visit the following links:
 - 2.3.1. [FY 23/24 Sales and Marketing Plan](#)
 - 2.3.2. [Lee County, FL Tourism Statistics](#)
 - 2.3.3. [Visit Fort Myers Website](#)
 - 2.3.4. [About the VCB](#)

3. DETAILED SCOPE OF WORK, DELIVERY AND 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 the United Kingdom, Ireland, and Scandinavia.
 - 3.1.1. The United Kingdom provides the largest share of visitors to Lee County across all three (3) regions. The Vendor shall reflect the share in line with their strategy to grow the maximum number of visitors to Lee County.
 - 3.1.2. Sweden and Denmark yield the most visitors amongst the Nordic countries, however since Hurricane Ian, the number of Nordic visitors have been low.

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- 3.2. The Vendor and its personnel shall be located in the target area, United Kingdom, Ireland, and Scandinavia, and must have the ability to support and implement the requests of this Agreement throughout the target area.
- 3.3. The personnel assigned to this account must be able to travel to the United States as required.
- 3.4. The responsibility of the Vendor shall include a combination of trade, media, consumer outreach and general representation services.
- 3.5. The Vendor shall develop and maintain strong relationships with the travel trade such as top wholesalers, retail travel agencies, airlines, and 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 an annual Sales and Marketing Plan, a fully integrated marketing concept for the 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 source to evaluate, develop, and execute the fully integrated concept, thus providing insight and recommendations on how to include United Kingdom, Ireland, and Scandinavia travel trade into the VCB's strategic sales and marketing plan.
- 3.8. The Vendor shall develop a strategic sales and marketing plan that creates brand awareness of Lee County tourism to key travel trade and media outlets in United Kingdom, Ireland, and Scandinavia. 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 VCB within sixty (60) days of the contract commencement date.
 - 3.8.3. The Vendor shall report on a monthly basis any and all activities taking place in United Kingdom, Ireland, and Scandinavia. During the term of this Agreement, the Vendor 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 objectives:
 - 3.9.1. Maintain and build positive brand awareness and engagement for Lee County, Florida.
 - 3.9.2. Grow visitor volume from United Kingdom, Ireland, and Scandinavia to Lee County.
 - 3.9.3. Extended the length of stay and increase visitor spend from visitors in the assigned target area.
 - 3.9.4. Facilitate the awareness of Lee County to the travel trade through participation in tradeshowes, 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.

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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 the VCB's public relations, marketing, and promotions principles.

4. ADMINISTRATIVE

4.1. Provide a commercial office location within United Kingdom and Scandinavia. This facility shall include a mailing address, a telephone system, and all other necessary office equipment, including computers, necessary to perform the functions described herein. Vendor shall provide an office meeting space for professional business meetings relation to the Agreement, for members of the Lee County tourism industry, when visiting the United Kingdom and Scandinavia.

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 the account must be fluent in English, inclusive of both verbal and written communication.

4.3. Provide a comprehensive monthly report of all activities undertaken pursuant to the Agreement, which shall include:

4.3.1. A list of sales and media calls conducted within the summarized highlights.

4.3.2. General market summary and trends information to include economic conditions in United Kingdom, Ireland, and Scandinavia.

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 generations on a quarterly basis.

4.3.6. A summary of contacts made, requests and inquiries services during reporting period, which is completed on a monthly basis.

4.4. Maintain Lee County Customer Service Management (CRM) program, SimpleView, for European travel trade, airline, and media contacted updated monthly.

4.4.1. The VCB shall provide the Vendor one account access to SimpleView (one username and password access) in order to fulfill the Simpleview requirements of this Agreement, inclusive of any renewals. Any additional subscriptions shall be purchased by the Vendor.

4.5. Vendor must notify VCB within five (5) business days of any pending or account staff changes.

5. SALES AND MARKETING

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- 5.1. Serve as the primary contact for the Lee County VCB in the target area, United Kingdom, Ireland, and Scandinavia.
- 5.2. Vendor shall conduct an annual audit assessment of the Lee County tour operator product and air service development report for the target area. The report shall include data details on visitors to Lee County from the target area.
- 5.3. As part of the comprehensive marketing plan, develop an annual plan targeted to the travel trade and supports consumer activities mentioned herein. The plan shall include suggested advertising and promotional activities, social media and a communications plan.
- 5.4. Identify and recommend sales, marketing and promotional opportunities, in addition to potential partnerships in the target area.
- 5.5. Manage the day-to-day activities on all tour operator and travel agent accounts in territory through the VCB's Customer Relationship Management (CRM) program, SimpleView, for the purpose of accountability.
- 5.6. Vendor shall jointly or independently, coordinate sales missions, when requested during the contract period, to include airline participation, event organizations, and invitations to industry representatives. These events may include meals, press conferences, seminars, workshops, presentations, and other activities and logistics. These may be held virtually, as well as include local Lee County partners.
- 5.7. Vendor shall coordinate and attend industry trade shows, product launches, and seminars.
- 5.8. Vendor shall 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.
- 5.9. Vendor shall prepare webinars and trade community engagements targeted to key accounts in the target area.
- 5.10. Vendor shall initiate, develop itineraries, and escort familiarization trips to the destination for selected tour operators, travel agents, meeting, and incentive trade during the contract period. Vendor shall obtain airline participation (seats) and qualify participants.
 - 5.10.1. Each familiarization trip shall be subject to VCB approval.
- 5.11. Establish *Fort Myers – Islands, Beaches and Neighborhoods* in the assigned target area as a desirable Florida beach destination for holiday travel, while positioning it to successfully compete for market share with other highly recognized destinations.
- 5.12. Establish a rapport with VCB main office and industry partners. Plan a minimum of one (1) annual visit to the destination, for relationship building with the industry partners and destination education.
- 5.13. Vendor shall work with VCB Global Sales Manager and VCB Public Relations team to develop appropriate Power Point destination presentation used in the target area for both travel trade and media.

6. MARKETING

- 6.1. Vendor shall provide assistance and support to consumer advertising campaigns. Vendor must be a resource for review and evaluation for the campaign and provide insights and recommendations on how to include the travel trade in the plan.
- 6.2. Vendor must assist VCB by providing translations of trade materials for distribution where appropriate.

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- 6.3. Vendor shall provide direction and copy for VCB marketing materials, such as travel guides, digital, email blasts, and/or social media.
- 6.4. Vendor shall analyze state, national, and international tourism plans; complete an inventory of Visit Florida and Brand USA plans in the target area to identify areas for collaboration.
- 6.5. Vendor shall coordinate marketing activities in target area in consultation with designated VCB staff liaison(s).
- 6.6. Vendor must provide assistance and support to consumer advertising campaigns and social media initiatives in the target area.
- 6.7. Vendor shall assist in developing an effective communication messaging strategy by working with the VCB and its advertising agency of record to review creative and provide input on campaign elements.
- 6.8. Vendor shall assist in the implementation of advertising and coop marketing programs that shall highlight the destination in target area.
- 6.9. Vendor must maintain a supply of Lee County VCB collateral materials in appropriate office supporting the target area. Additional brochures may be store in the United Kingdom's fulfillment house/center.
- 6.9.1. The fulfillment house/center is where Vendor shall store all VCB materials, like visitor guides, specialty-item products used at trade shows, booth displays, etc.

7. PUBLIC RELATIONS- MEDIA COMPONENT

- 7.1. Under the direction of the VCB liaison(s), Vendor shall develop an ongoing media relations strategy for the target area.
- 7.2. Vendor shall maintain ongoing media relations with journalists, travel writers and influencers in the target area.
- 7.3. Vendor shall write or translate and distribute news releases/e-newsletters on a quarterly basis in coordination with VCB staff.
- 7.4. Pitch *Fort Myers- Islands, Beaches and Neighborhoods* stories to the target area media.
- 7.5. Vendor shall work with VCB to service journalist and travel writer requests for materials, press trips, images, etc.
- 7.6. Vendor shall assist in the development and execution of media events, activities, media promotions and social media campaigns.
- 7.7. Vendor shall initiate, develop itineraries and escort media press trips for qualified journalists, travel writers, travel trade journalists.
- 7.8. Vendor shall develop a media list of journalists in the target area that shall become a proprietary database for Lee County. Only media interested in the Florida destination and more specifically *Fort Myers – Islands, Beaches and Neighborhoods* shall be included in this database.
- 7.9. VCB shall be informed of travel issues and trends that may affect marketing initiatives.
- 7.10. Vendor shall assist VCB with any issues on management/crisis communications.

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- 7.11. Vendor shall complete a quarterly review of annual PR Plan with the VCB PR Director and staff to ensure proper budget forecasting.

8. PUBLIC RELATIONS- ADMINISTRATIVE

- 8.1. Vendor must provide monthly, via email, a list of media calls conducted with pertinent discussion points, as well as any public relation activities or events attended or conducted with agreed upon metrics.
- 8.2. Vendor must provide monthly, via email, tourism statistical data, industry news from United Kingdom, Ireland, and Scandinavia, as well as general market summary and trend information to include economic conditions.
- 8.3. Vendor shall provide monthly, via email, competitor observations and perceptions of *Fort Myers- Islands, Beaches and Neighborhoods*.
- 8.4. Vendor shall maintain Lee County's SimpleView database of media contacts, journalists, travel writers, and any other pertaining information stated herein.
- 8.5. Vendor shall communicate regularly with VCB public relations staff, in addition to a monthly conference call with VCB PR Team and other VCB International Vendors.

9. PUBLIC RELATIONS- MEASUREMENTS AND ACCOUNTABILITY

- 9.1. Vendor shall work with VCB staff and leadership to develop and meet annual goal/objectives designed to increase visitation from the target area to Lee County.
- 9.2. Vendor must reach or exceed public relations goals as mutually agreed upon.
- 9.3. Vendor must identify and schedule a minimum of ten (10) journalists from the target area to visit Lee County annually, subject to budget and market trends.
- 9.4. Vendor shall track editorial coverage and provide updated information each month via email. Report impressions generated per publication on a monthly basis.
- 9.5. Vendor shall achieve a minimum of 75 million impressions in editorial coverage.
- 9.6. Vendor shall coordinate at least one (1) media event with top tier journalists to generate highest number of impressions in order to achieve annual goal. Event may be in person or virtually and shall be subject to budget and market trends.

10. PRICING AND FEES

- 10.1. The VCB expects to cover the below tasks and associated tasks and associated costs in lieu of the Vendor. This list is not intended to be all inclusive and is subject to change at the sole discretion of the County. The Vendor shall exclude such fees from the proposal pricing provided to the County.
- 10.2. The VCB Trade Show Registrations shown in the table below provides a reference to the type of show participation/ trade events and sales calls from previous years and the estimated costs to be paid for by the VCB and Vendor. Costs shown below are estimates and subject to change.
- 10.2.1. Lee County direct pay expenses can include registration expenses, booth purchase and setup.

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10.2.2. Proposer paid (reimbursable) expenses can include registration expenses and travel expenses.

Event Name	Location	Date	Expense paid by Lee County ⁽¹⁾	Expense paid by Proposer ⁽²⁾
Travel Agent Event	Oslo, Norway	January		\$ 1,500.00
Ferie for Alle	Scandinavia	February	\$ 1,300.00	\$ 300.00
Unite USA	London	March		\$ 650.00
Swanson's America Day	Osby, Sweden	March	\$ 950.00	\$ 700.00
USA Travel Show	Copenhagen, Denmark	March	\$ 1,700.00	\$ 925.00
FDM Travel Consumer Show	Copenhagen, Denmark	March	\$ 1,200.00	
Sales and Media Mission - UK and Ireland	UK and Ireland	March/April	\$ 1,000.00	\$ 15,500.00
IPW	USA	May/June		\$ 4,000.00
Discover America Workshop	Finland	June		\$ 1,200.00
Agent Familiarization- Scandinavia	Fort Myers	July/August		\$ 5,000.00
Sales Calls and Physical Trainings	UK and Ireland	November		\$ 3,000.00
Discover America Sweden Roadshow	Malmö, Gothenburg, Stockholm	October		\$ 1,120.00
Visit USA Roadshow	UK	October	\$ 3,000.00	\$ 500.00
Agent Familiarization- UK	Fort Myers	November		\$ 5,000.00

(1) Lee County paid expenses can include registration expenses, booth purchase and setup
(2) Proposer paid expenses can include registration expenses, travel expenses

End of Detailed Specifications

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SPECIAL CONDITIONS

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 Vendor shall be responsible for furnishing and delivering to the Lee County requesting Department(s) the commodity or services on an "as needed basis" for one (1) three-year (3) period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the term of two (2) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.
- 1.2. The County currently has an Agreement in place for such services that is set to expire September 30th, 2024. The Agreement associated with this solicitation will therefore not become effective until October 1st, 2024, or soon thereafter. Should the existing Agreement be terminated prior to its expiration date or the County have a need to activate this Agreement early, the County reserves the right to enter into Agreement with the Vendor prior to October 1st, 2024.

2. LOCAL PREFERENCE

- 2.1. 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).

3. INSURANCE REQUIREMENTS

- 3.1. At the County's discretion, Business Auto Liability and Worker's Compensation insurance requirements may be waived dependent on the Vendor's location of business. Unless waived by the County, Vendor shall meet the insurance requirements stated herein. In all instances, Vendor must meet the General Liability requirements described herein.

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 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 to all version of the plans, specifications, drawings, reports, graphics, analysis, plans, strategies, media, print, and any other materials prepared by the Vendor for the County in connection with this Agreement.

5. INDEPENDENT CONTRACTOR NOTICE

- 5.1. The Vendor, in performing services specified herein, shall act at all times as an independent contractor and shall control the work and the manner in which it is performed. The Vendor shall not be considered an agent or an employee of the County and therefore shall not be entitled to participate in any pension plans, worker's compensation plan, insurance, bonus, and or any benefits the County provides its employees. In the event the County exercises its right to terminate this Agreement pursuant to the terms provided herein, the Vendor expressly agrees that it shall have no recourse or right to appeal under rules, regulations, ordinances, or laws applicable to employees.

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6. CONFLICT OF INTEREST

- 6.1. The Vendor, its employees or any subcontractors, agrees during the term of the Agreement, not to divulge, furnish or make available to any third party person, firm or organization, any nonpublic information concerning the services to be rendered by the Vendor without the County's prior written consent, or unless as required by law or in a course of judicial or legislative proceeding where information has been subpoenaed.
- 6.2. The Vendor must agree not to represent and/or terminate all conflicts of interest accounts. This may include, but not be limited to, a State, County, City, Nation or Region deemed to be competitive or as defined by Lee County Visitor & Convention Bureau (VCB).
- 6.3. The VCB is to be advised of all new business solicitations by the Vendor that would constitute a conflict of interest. With regards to the matter of breach of subsidiary offices of the Vendor, it shall be clear that all such offices are considered as part of the total corporate entity.
- 6.4. Vendor shall provide the VCB with a list of any accounts the Vendor would perceive as potential conflict of interest, at any time, when such conflict arises.

7. REIMBURSABLE EXPENSES AND GUIDELINES

- 7.1. The Vendor shall be entitled to reimbursement of out-of-pocket 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.
- 7.2. Vendor and or any contracted personnel shall be subject to the policies and procedures as approved by the Administrative Code AC-3-21 attached herein as Attachment A.
- 7.3. **REIMBURSABLE EXPENSES SHALL INCLUDE:** expenses incurred directly from the Vendor's work under this Agreement as described herein:
 - 7.3.1. Reasonable, allowable travel and transportation expenses. Vendor must follow reimbursement plan described in this solicitation.
 - 7.3.2. Entertainment expenses- money a business spends in the course of buying meals (food, beverage, taxes and tips) for entertaining a client or customer for Lee County business.
 - 7.3.3. Distribution, shipping, and or storage of material as required.
 - 7.3.4. Telephone, courier, postage, cell phone usage for Lee County business.
 - 7.3.5. Cost of producing promotional materials (creative and printing), based on quotes submitted.
 - 7.3.6. Co-op marketing.
 - 7.3.7. Trade or consumer participation.
 - 7.3.8. Media purchasing.
 - 7.3.9. Press clipping monitoring services.
- 7.4. Reimbursable expenses are subject to approval by the County. Unallowable reimbursement includes, but are not limited to, travel rewards or benefit programs. The Vendor shall submit a request for reimbursement no less

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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.

7.5. 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.

7.6. 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.

7.7. **TRAVEL REIMBURSEMENT GUIDELINES:** 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.

7.7.1. Vendors shall not be reimbursed for travel related to training or professional development, unless it is required by the VCB.

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

7.8.1. Travel requires prior authorization by the County and prior authorization must be submitted with the reimbursement request for such expenses.

7.8.2. 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.

7.8.3. 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.

7.9. **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.

7.9.1. Breakfast- When travel begins before 6:00 AM and extends beyond 8:00 AM.

7.9.2. Lunch- When travel begins before 12:00 PM and extends beyond 2:00 PM.

7.9.3. Dinner- When travel begins before 6:00 PM and extends beyond 8:00 PM, or when travel occurs during nighttime hours due to special assignment.

7.10. **TIPS AND GRATUITIES:** Pursuant to Florida Administrative Code Rule 69 I-42.010 tips and gratuities are reimbursable as follows (and as updated time to time by State of Florida)

7.10.1. Taxi- Actual tips not to exceed 15% of fare.

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

7.10.3. Portage- Not to exceed \$1.00 per bag or a total of \$5.00.

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

7.12. 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.

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.

8. INVOICES

8.1. 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)

8.2. 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.

8.3. 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.

8.4. 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 to recalculate charges.
- Receipts and or third-party invoices to support individual charges.
- Appropriate forms as required.
- Itinerary, show agendas, and or an explanation of the Vendor's related business activities.

8.5. 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.

8.6. When requesting reimbursement for promotional travel related expenses, the invoice must include but not be limited to:

8.6.1. 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.

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- 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.
- Transportation 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.

8.7. 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.

8.8. The County reserves the right to short-pay invoices by ineligible expenses or charges with inadequate supporting documentation. A summarized explanation will be maintained by the Lee County VCB. The vendor may submit a revised invoice once all supporting documentation requirements are met.

8.9. Travel and familiarization trip (FAM) expenses are required to be submitted per trip, and separate from general marketing and promotional expenses.

9. EU GENERAL DATA PROTECTION REGULATION NOTICE AND AGREEMENT

9.1. The Agreement and Vendor, if Vendor is part of the European Union, associated with this Solicitation, shall follow all requirements of the European Union General Data Protection Regulation (GDPR). The County requests that the Vendor provides a sample of their Controller-Processor Agreement, meeting the requirements of the GDPR, with their proposal submission.

9.2. The County reserves the right to request additional documentation of clarification at any point prior to award and during the term of Agreement, inclusive of any renewals. Failure to provide requested documentation in a timely manner, at the sole discretion of the County, may deem Vendor non-responsive and ineligible for award, renewal, or continuation of services.

9.3. The Vendor shall provide the Controller-Processor Agreement package intended to be incorporated into their final Agreement with the County upon written request of the County.

9.4. The Controller-Processor Agreement provided shall be subject to County approval.

End of Special Conditions



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: April 29, 2024

Solicitation No.: RFP240176CMR

Solicitation Name: VCB United Kingdom, Ireland, and Scandinavia Representation

Subject: Addendum Number 1

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

1. QUESTIONS/ANSWERS

1.	Can you clarify what destinations (within Florida and outside of Florida) that you would consider to be a competitor or conflict of interest?
Answer	We consider all beach destinations within Florida and the Southeast USA to be our competitors. Our assessment is based on the similarity of offerings, such as beachfront attractions, accommodation types, and visitor services, which directly compete with our services and offerings. This competitive perspective ensures that we maintain a clear focus on delivering superior and unique experiences to stand out in the marketplace.
2.	Can we clarify if the maximum budget of \$300,000 is to include the expenses and hard costs for the suggested sales missions, travel shows, fam trips, press trips etc.? Or if there is a separate budget for these items?
Answer	The maximum budget of \$300,000 specifically covers the vendor's retainer and other reimbursable expenses, such as travel, memberships, journalists visits, promotions, and advertising contributions. In addition to this amount, we have separate funding sources that include contributions from the Visitor and Convention Bureau (VCB) for trade shows, fam trips, and other allocated advertising funds to support expenses related to sales missions, travel shows, fam trips, press trips, and other promotional activities. Please see page 29 of the RFP/Solicitation 10.2.2. for the example.
3.	Is there an editable reference form you can share (i.e. word document)
Answer	We do not have an editable reference survey form.
4.	We would like clarity/ confirmation on your invoice payment terms and conditions e.g. the payment period and other stipulations.
Answer	Please review section 8 of Special Conditions, on page 21 of the solicitation documents.
5.	We've also noted that the RFP requires Sunbiz registration. In previous years we were advised that a Sunbiz registration is not required for a foreign company (we are UK based) to conduct business with Lee County BOCC and that we could disregard this requirement. Is that still the case? Do we need to include any specific wording in our proposal response to acknowledge this?
Answer	Sunbiz registration is not required for foreign companies. Lee County will not require any specific wording to acknowledging Sunbiz registration.

6.	Under the Special Conditions, paragraph 6, Conflict of Interest, 6.2, please confirm which Visitor & Convention Bureaus within Florida, if any, would be deemed to be competitive?
Answer	Please see answer to question number 1.
7.	Are there priority destination locations among those in the area that you wish to focus activity on, or do all have an equal footing?
Answer	Our destination's primary attraction is undoubtedly our sun and sand, with beaches being a significant draw for visitors. However, each area within our region has its unique characteristics which we actively promote under the brand 'Fort Myers - Islands, Beaches, and Neighborhoods.' As a publicly funded entity, we are committed to equitable representation of all areas. While our focus might naturally gravitate towards the beaches due to their broad appeal, we ensure that each location's distinct offerings (nature, water recreation, attractions, history, culture, restaurants, golf, etc.) are highlighted and included in our promotional activities.
8.	We are keen to understand the extent of the social media portion of the brief. Do you want suggestions and tactics, such as influencer activity, to help increase your own social following and engagement, or for us to provide suggested content plans and run your social channels, as this is currently unclear.
Answer	When proposals are submitted, we are looking for a comprehensive approach that includes both strategic content planning and active management of our social channels for each target market. This should encompass proposing and executing additional tactics such as influencer activities to boost our following and engagement. Our advertising agency of record in the US is MMGY Global. We welcome your suggestions and innovative ideas on how to enhance our social media presence effectively in the UK, Ireland, and Scandinavia. The budget for social media can come from either the contract budget (\$300k) or a budget line item in the MMGY Global advertising budget (\$100k).
9.	Is there a specific demographic of visitor that you would like to target in the coming years?
Answer	Our visitor demographic for the UK and Scandinavian countries mirror that of the US visitor. Please view the 2023 Annual Visitor Profile found at https://www.visitfortmyers.com/lee-vcb/education-and-resources/statistics/annual-visitor-profile-summary-reports (slide 28). We tend to attract mostly couples followed by families the UK and Scandinavia. What we have to offer is a relaxing beach holiday to chill and reconnect with loved ones all in a perfect, natural environment.

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

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

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

EXHIBIT B FEE SCHEDULE

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

Vendor Retainer/Service Fee

The County shall pay the Vendor a total of \$168,000.00 (USD) annually (the Vendor's service fee), which will be disbursed in monthly installments of \$14,000.00 (USD). Each monthly payment shall be disbursed by the end of the month prior to work being performed.

Reimbursables

Total reimbursable fee shall not exceed \$132,000.00 (USD).

Inclusive of the Vendor's reimbursable fees, 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



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 D

VENDOR BACKGROUND SCREENING AFFIDAVIT



VENDOR BACKGROUND SCREENING AFFIDAVIT

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

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

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

Date: 18th July 2024

STATE England & Wales
COUNTY OF City of London

Signature

Christopher Woodbridge-Cox/Senior Partner
Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 18th day of July, 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: Passport

Type of Identification

Signature, Notary Public

Notary Public London, England
(Edward Gardiner)
(My Commission expires with Life)



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EXHIBIT E
COMMISSION IMPLEMENTING DECISION OF 4.6.2021



Brussels, 4.6.2021
C(2021) 3701 final

COMMISSION IMPLEMENTING DECISION
of 4.6.2021

**on standard contractual clauses between controllers and processors under Article 28 (7)
of Regulation (EU) 2016/679 of the European Parliament and of the Council and Article
29 (7) of Regulation (EU) 2018/1725 of the European Parliament and of the Council**

(Text with EEA relevance)

COMMISSION IMPLEMENTING DECISION

of 4.6.2021

on standard contractual clauses between controllers and processors under Article 28 (7) of Regulation (EU) 2016/679 of the European Parliament and of the Council and Article 29 (7) of Regulation (EU) 2018/1725 of the European Parliament and of the Council

(Text with EEA relevance)

THE EUROPEAN COMMISSION,

Having regard to the Treaty on the Functioning of the European Union,
Having regard to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (GDPR)¹, and in particular Article 28(7) thereof,

Having regard to Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) N 45/2001 and Decision No 1247/2002/EC (EUDPR)², and in particular Article 29(7) thereof,

Whereas:

- (1) The concepts of controller and processor play a crucial role in the application of Regulation (EU) 2016/679 and of Regulation (EU) 2018/1725. The controller is the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data. For the purpose of Regulation (EU) 2018/1725, a controller means the Union institution or body or the directorate-general or any other organisational entity which, alone or jointly with others, determines the purposes and means of the processing of personal data. Where the purposes and means of such processing are determined by a specific Union act, the controller or the specific criteria for its nomination can be provided for by the Union. A processor is the natural or legal person, public authority, agency or other body, which processes personal data on the controller's behalf.
- (2) The same set of standard contractual clauses should apply in respect of the relationship between data controllers and data processors subject to Regulation (EU) 2016/679 and also when they are subject to Regulation (EU) 2018/1725. This is because, in order to have a coherent approach to personal data protection throughout the Union and the free movement of personal data in the Union, the data protection rules in Regulation (EU) 2016/679, applicable to the public sector in the Member States, and the data protection rules in Regulation (EU) 2018/1725, applicable to Union institutions, bodies, offices and agencies, have, as far as possible, been aligned with each other.
- (3) To ensure compliance with the requirements of Regulations (EU) 2016/679 and (EU) 2018/1725, when entrusting a processor with processing activities, the controller should use only processors

¹ OJ L 119, 4.5.2016, p. 1.

² OJ L 295, 21.11.2018, p. 39.

providing sufficient guarantees, in particular in terms of expert knowledge, reliability and resources, to implement technical and organizational measures which meet the requirements of Regulation (EU) 2016/679 and Regulation (EU) 2018/1725, including for the security of processing.

- (4) The processing by a processor is to be governed by a contract or other legal act under Union or Member State law, that is binding on the processor with regard to the controller and that sets out the elements listed in Article 28(3) and (4) of Regulation (EU) 2016/679 or Article 29(3) and (4) of Regulation (EU) 2018/1725. That contract or act shall be in writing, including in electronic form.
- (5) In accordance with Article 28(6) of Regulation (EU) 2016/679 and Article 29(6) of Regulation (EU) 2018/1725, the controller and processor may choose to negotiate an individual contract containing the compulsory elements set out in Article 28(3) and (4) of Regulation (EU) 2016/679 or Article 29(3) and (4) of Regulation (EU) 2018/1725, respectively, or to use, in whole or in part, standard contractual clauses adopted by the Commission pursuant to Article 28(7) of Regulation (EU) 2016/679 and Article 29(7) of Regulation (EU) 2018/1725.
- (6) The controller and processor should be free to include the standard contractual clauses in this Decision in a broader contract, and to add other clauses or additional safeguards provided that they do not directly or indirectly contradict the standard contractual clauses or prejudice the fundamental rights or freedoms of data subjects. Use of the standard contractual clauses is notwithstanding any contractual obligations of the controller and/or processor to ensure respect for applicable privileges and immunities.
- (7) The standard contractual clauses should encompass both substantive and procedural rules. In line with Article 28(3) of Regulation (EU) 2016/679 and Article 29(3) of Regulation (EU) 2018/1725, the standard contractual clauses should also require the controller and processor to set out the subject matter and duration of the processing, its nature and purpose, the type of personal data concerned, the categories of data subjects and the obligations and rights of the controller.
- (8) Pursuant to Article 28(3) of Regulation (EU) 2016/679 and pursuant to Article 29(3) Regulation (EU) 2018/1725, the processor has to inform the controller immediately if, in its opinion, an instruction of the controller infringes Regulation (EU) 2016/679 or Regulation (EU) 2018/1725, or other Union or Member State data protection provisions.
- (9) If a processor enlists another processor to carry out specific activities, the specific requirements referred to in Article 28(2) and (4) of Regulation (EU) 2016/679 or Article 29(2) and (4) of Regulation (EU) 2018/1725 should apply. In particular, a prior specific or general written authorisation is required. Whether this prior authorisation is specific or general, the first processor should keep a list of other processors up to date.
- (10) To fulfil the requirements of Article 46(1) of Regulation (EU) 2016/679, the Commission adopted standard contractual clauses pursuant to Article 46(2)(c) of Regulation (EU) 2016/679. Those clauses also fulfil the requirements of Article 28(3) and (4) of Regulation (EU) 2016/679 for data transfers from controllers subject to Regulation (EU) 2016/679 to processors outside the territorial scope of application of that Regulation or from processors subject to Regulation (EU) 2016/679 to sub-processors outside the territorial scope of that Regulation. These standard contractual clauses cannot be used as standard contractual clauses for the purpose of Chapter V of Regulation (EU) 2016/679.
- (11) Third parties should be able to become a party to the standard contractual clauses throughout the life cycle of the contract.

- (12) The operation of the standard contractual clauses should be evaluated, as a sub-part of the periodic evaluation of Regulation (EU) 2016/679 referred to in Article 97 of that Regulation.
- (13) The European Data Protection Supervisor and the European Data Protection Board were consulted in accordance with Article 42(1) and (2) of Regulation (EU) 2018/1725 and delivered a joint opinion on 14 January 2021³, which has been taken into consideration in the preparation of this Decision.
- (14) The measures provided for in this Decision accord with the opinion of the Committee established under Article 93 of Regulation (EU) 2016/679 and Article 96(2) of Regulation (EU) 2018/1725.

HAS ADOPTED THIS DECISION:

Article 1

The standard contractual clauses as set out in the Annex fulfil the requirements for contracts between controllers and processors in Article 28(3) and (4) of Regulation (EU) 2016/679 and of Article 29(3) and (4) of Regulation (EU) 2018/1725.

Article 2

The standard contractual clauses as set out in the Annex may be used in contracts between a controller and a processor who processes personal data on behalf of the controller.

Article 3

The Commission shall evaluate the practical application of the standard contractual clauses set out in the Annex on the basis of all available information as part of the periodic evaluation provided for in Article 97 of Regulation (EU) 2016/679.

Article 4

This Decision shall enter into force on the twentieth day following that of its publication in the Official Journal of the European Union.

Done at Brussels, 4.6.2021

For the Commission
The President
Ursula VON DER LEYEN

³ EDPB - EDPS Joint Opinion 1/2021 on the European Commission's Implementing Decision on standard contractual clauses between controllers and processors for the matters referred to in Article 28 (7) of Regulation (EU) 2016/679 and Article 29 (7) of Regulation (EU) 2018/1725