



LEE COUNTY
S O U T H W E S T F L O R I D A

PROJECT NO.: RFP130487

OPEN DATE: July 16, 2013

AND TIME: 2:30 P.M.

REQUEST FOR PROPOSALS

TITLE:

**LEE COUNTY VISITOR & CONVENTION BUREAU
TOURISM SALES AND PROMOTION
REPRESENTATION**

Advertised Date: June 28, 2013

**REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS
DIVISION OF PROCUREMENT MANAGEMENT**

MAILING ADDRESS

P.O. BOX 398
FORT MYERS, FL 33902-0398

PHYSICAL ADDRESS

1825 HENDRY ST 3RD FLOOR
FORT MYERS, FL 33901

PROCUREMENT CONTACT:

**BOB FRANCESCHINI
PROCUREMENT DIRECTOR
PHONE NO.: (239) 533- 5450
EMAIL: rfranceschini@leegov.com**

GENERAL CONDITIONS

Sealed Proposals will be received by the DIVISION OF PROCUREMENT MANAGEMENT, until the time and date specified on the cover sheet of this “Request for Proposals”, and opened immediately thereafter by the Director or designee.

Any question regarding this solicitation should be directed to the Procurement Contact listed on the cover page of this solicitation, or by calling the Division of Procurement Management at (239) 533-5450.

1. SUBMISSION OF PROPOSAL:

- a. Proposals must be sealed in an envelope, and the outside of the envelope must be marked with the following information:
 1. Marked with the words “Sealed Proposal”
 2. Name of the firm submitting the quotation
 3. Title of the proposal
 4. Proposal number
 5. The envelope shall include:
 - i. One original hard copy of the proposal submittal
 - ii. Six electronic CD ROM sets of the proposal submittal
 1. One single adobe PDF file and should be copied **in the same order as the original hard copy.**
 2. Limit the color and number of images to avoid unmanageable file sizes.
 3. Use a rewritable CD and **do not lock files.**
 4. If a cost/bid schedule was provided, the completed schedule should be included as a Microsoft Excel file on the CD-ROM.
- b. Proposals are to include the following:
 1. The completed Proposal/Quote Form. Proposal must be properly signed and where applicable corporate and/or notary seals.
 2. All other pertinent documentation required in the Request for Proposal.
- c. **PROPOSALS RECEIVED LATE:** It is the proposer’s responsibility to ensure that the proposal is received by the Division of Procurement Management prior to the opening date and time specified. Any proposal received after the opening date and time will be promptly returned to the proposer unopened. Lee County will not be responsible for proposals received late because of delays by a third party delivery service; i.e., U.S. Mail, UPS, Federal Express, etc.
- d. **PROPOSAL CALCULATION ERRORS:** In the event there is a discrepancy between the total quoted amount or the extended amounts and the unit prices quoted, the unit prices will prevail and the corrected sum will be considered the quoted price.
- e. **PAST PERFORMANCE:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship,

late delivery, etc.). Poor or unacceptable past performance may result in bidder disqualification.

- f. **WITHDRAWAL OF PROPOSAL:** No proposal may be withdrawn for a period of 90 days after the scheduled time for receiving proposals. A proposal may be withdrawn prior to the proposal-opening date and time. Such a request to withdraw must be made in writing to the Procurement Management Director, who will approve or disapprove of the request.
- g. **COUNTY RESERVES THE RIGHT:** The County reserves the right to exercise its discretion, to waive minor informalities in any proposal; to reject any or all proposals with or without cause; and/or to accept the proposal that in its judgment will be in the best interest of the County of Lee.
- h. **EXECUTION OF PROPOSAL:** All proposals shall contain the signature of an authorized representative of the proposer in the space provided on the proposal form. All proposals shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the proposal shall be initialed.

2. ACCEPTANCE

The materials and/or services delivered under the proposal **shall** remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the County and is deemed to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event the materials and/or services supplied to the County are found to be defective or do not conform to specifications, the County reserves the right to cancel the order upon written notice to the seller and return such product to the seller at the seller's expense.

3. RULES, REGULATIONS, LAWS, ORDINANCES & LICENSES

The awarded vendor shall observe and obey all laws, ordinances, rules, and regulations, of the federal, state, and local government, which may be applicable to the supply of this product or service. The awarded vendor has attested to compliance with the applicable immigration laws of the United States in the attached affidavit. Violations of the immigration laws of the United States shall be grounds for unilateral termination of the awarded agreement.

- a. Local Business Tax – Vendor shall submit within 10 calendar days after request.
- b. Specialty License(s) – Vendor shall possess at the time of the opening of the proposal all necessary permits and/or license required for the sale of this product and/or service and upon the request of the County will provide copies of licenses and/or permits within 10 calendar days after request.
- c. The geographic preference established in the Local Vendor Preference ordinance is applicable to all Lee County procurement activities unless otherwise specifically noted in the solicitation package. Provided, however, the Local Vendor Preference ordinance is not applicable to procurement activity or solicitations involving Federal Transit Administration grant funds.

- d. Florida Statutes Section 607.1501 (1) states: A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.

4. **PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held at the location, date, and time specified on the cover of this solicitation. Pre-proposal conferences are generally non-mandatory, but it is highly recommended that everyone planning to submit a proposal attend.

In the event a pre-proposal conference is classified as mandatory, it will be so specified on the cover of this solicitation and it will be the responsibility of the proposer to ensure that they are represented at the pre-proposal. Only those proposers who attend the pre-proposal conference will be allowed to submit a proposal on this project.

5. **LEE COUNTY PAYMENT PROCEDURES**

All vendors are requested to mail an original invoice to:

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

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

Lee County will not be liable for requests for payment deriving from aid, assistance, or help by any individual, vendor, proposer, or bidder for the preparation of these specifications.

Lee County is generally a tax-exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. Lee County will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All contractors or proposers should include in their proposal all sales or use taxes, which they will pay when making purchases of material or subcontractor's services.

6. **LEE COUNTY BID PROTEST PROCEDURE**

Any contractor/vendor/firm that has submitted a formal bid/proposal to Lee County, and who is adversely affected by an intended decision with respect to the award of the formal bid/proposal, must file a written "Notice of Intent to File a Protest" with the Lee County Procurement Management Director not later than seventy-two (72) hours (excluding Saturdays, Sundays and Legal Holidays) after receipt of the County's "Notice of Intended Decision" with respect to the proposed award of the formal bid/proposal.

The "Notice of Intent to File a Protest" is one of two documents necessary to perfect Protest. The second document is the "Formal Written Protest", both documents are described below.

The "Notice of Intent to File a Protest" document must state all grounds claimed for the Protest, and clearly indicate it as the "Notice of Intent to File a Protest". Failure to clearly indicate the

Intent to file the Protest shall constitute a waiver of all rights to seek any further remedies provided for under this Protest Procedure.

The “Notice of Intent to File a Protest” shall be received (“stamped in”) by the Procurement Management Director or Public Works Director not later than Four o’clock (4:00) PM on the third working day following the day of receipt of the County’s Notice of Intended Decision.

The affected party shall then file its Formal Written Protest within ten (10) calendar days after the time for the filing of the Notice of Intent to File a Protest has expired. Except as provided for in the paragraph below, upon filing of the Formal Written Protest, the contractor/vendor/firm shall post a bond, payable to the Lee County Board of County Commissioners in an amount equal to five percent (5%) of the total bid/proposal, or Ten Thousand Dollars (\$10,000.00), whichever is less. Said bond shall be designated and held for payment of any costs that may be levied against the protesting contractor/vendor/firm by the Board of County Commissioners, as the result of a frivolous Protest.

A clean, Irrevocable Letter of Credit or other form of approved security, payable to the County, may be accepted. Failure to submit a bond, letter of credit, or other approved security simultaneously with the Formal Written Protest shall invalidate the protest, at which time the County may continue its procurement process as if the original “Notice of Intent to File a Protest” had never been filed.

Any contractor/vendor/firm submitting the County’s standard bond form (CMO: 514), along with the bid/proposal, shall not be required to submit an additional bond with the filing of the Formal Written Protest.

The Formal Written Protest shall contain the following:

- County bid/proposal identification number and title.
- Name and address of the affected party, and the title or position of the person submitting the Protest.
- A statement of disputed issues of material fact. If there are no disputed material facts, the Formal Protest must so indicate.
- A concise statement of the facts alleged, and of the rules, regulations, Statutes, or constitutional provisions, which entitle the affected party to relief.
- All information, documents, other materials, calculations, and any statutory or case law authority in support of the grounds for the Protest.
- A statement indicating the relief sought by the affected (protesting) party.
- Any other relevant information that the affected party deems to be material to Protest.

Upon receipt of a timely filed “Notice of Intent to File a Protest”, the Procurement Management Director or Public Works Director (as appropriate) may abate the award of the formal bid/proposal as appropriate, until the Protest is heard pursuant to the informal hearing process as further outlined below, except and unless the County Manager shall find and set forth in writing, particular facts and circumstances that would require an immediate award of

the formal bid/proposal for the purpose of avoiding a danger to the public health, safety, or welfare. Upon such written finding by the County Manager, the County Manager may authorize an expedited Protest hearing procedure. The expedited Protest hearing shall be held within ninety-six (96) hours of the action giving rise to the contractor/vendor/firm's Protest, or as soon as may be practicable for all parties. The "Notice of Intent to File a Protest" shall serve as the grounds for the affected party's presentation and the requirements for the submittal of a formal, written Protest under these procedures, to include the requirement for a bond, shall not apply.

The Dispute Committee shall conduct an informal hearing with the protesting contractor/vendor/firm to attempt to resolve the Protest, within seven working days (excluding Saturdays, Sundays and legal holidays) from receipt of the Formal Written Protest. The Chairman of the Dispute Committee shall ensure that all affected parties may make presentations and rebuttals, subject to reasonable time limitations, as appropriate. The purpose of the informal hearing by the Dispute Committee, the protestor and other affected parties is to provide and opportunity: (1) to review the basis of the Protest; (2) to evaluate the facts and merits of the Protest; and (3) to make a determination whether to accept or reject the Protest.

Once a determination is made by the Dispute Committee with respect to the merits of the Protest, the Dispute Committee shall forward to the Board of County Commissioners its recommendations, which shall include relevant background information related to the procurement.

Upon receiving the recommendation from the Dispute Committee, the Board of County Commissioners shall conduct a hearing on the matter at a regularly scheduled meeting. Following presentations by the affected parties, the Board shall render its decision on the merits of the Protest.

If the Board's decision upholds the recommendation by the Dispute Committee regarding the award, and further finds that the Protest was either frivolous and/or lacked merit, the Board, at its discretion, may assess costs, charges, or damages associated with any delay of the award, or any costs incurred with regard to the protest. These costs, charges or damages may be deducted from the security (bond or letter of credit) provided by the contractor/vendor/firm. Any costs, charges or damages assessed by the Board in excess of the security shall be paid by the protesting contractor/vendor/firm within thirty (30) calendar days of the Board's final determination concerning the award.

All formal bid/proposal solicitations shall set forth the following statement:

“FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIMEFRAMES AS PRESCRIBED HEREIN AND ESTABLISHED BY LEE COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA, SHALL CONSTITUTE A WAIVER OF YOUR PROTEST AND ANY RESULTING CLAIMS.”

7. PUBLIC ENTITY CRIME

Any person or affiliate as defined by statute who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to the County; may not submit a bid on a contract with the County for the

construction or repair of a public building or a public work; may not submit bids or leases of real property to the County; may not be awarded or perform works as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

8. **QUALIFICATION OF PROPOSERS** (unless otherwise noted)

Proposals will be considered only from firms normally engaged in the sale and distribution or provision of the services as specified herein. Proposers shall have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to Lee County. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other action necessary to determine ability to perform is satisfactory, and reserves the right to reject proposals where evidence submitted or investigation and evaluation indicates an inability of the proposer to perform.

9. **MISCELLANEOUS**

If a conflict exists between the General Conditions and the detailed specifications, then the detailed specifications shall prevail.

10. **WAIVER OF CLAIMS**

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

11. **AUTHORITY TO PIGGYBACK**

It is hereby made a precondition of any proposal and a part of these specifications that the submission of any proposal in response to this request constitutes a proposal made under the same conditions, for the same price, and for the same effective period as this proposal, to any other governmental entity.

12. **COUNTY RESERVES THE RIGHT**

a) **Any Single Large Project**

The County, in its sole discretion, reserves the right to separately proposal any project that is outside the scope of this proposal, whether through size, complexity, or dollar value.

b) **Disadvantaged Business Enterprises (DBE's)**

The County, in its sole discretion, reserves the right to purchase any of the items in this proposal from a Disadvantaged Business Enterprise vendor if the prices are determined to be in the best interest of the County, to assist the County in the fulfillment of any of the County's grant commitments to federal or state agencies.

The County further reserves the right to purchase any of the items in this proposal from DBE's to fulfill the County's stated policy toward DBE's.

c) **Anti-Discrimination**

The vendor for itself, its successors in interest, and assignees, as part of the consideration there of covenant and agree that:

In the furnishing of services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, handicap or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

The vendor will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, handicap or marital status. The vendor will make affirmative efforts to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, handicap or marital status. Such action shall include, but not be limited to, acts of employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

Vendor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this anti-discrimination clause.

Vendor will provide all information and reports required by relevant regulations and/or applicable directives. In addition, the vendor shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be pertinent to ascertain compliance. The vendor shall maintain and make available relevant data showing the extent to which members of minority groups are beneficiaries under these contracts.

Where any information required of the vendor is in the exclusive possession of another who fails or refuses to furnish this information, the vendor shall so certify to the County its effort made toward obtaining said information. The vendor shall remain obligated under this paragraph until the expiration of three (3) years after the termination of this contract.

In the event of breach of any of the above anti-discrimination covenants, the County shall have the right to impose sanctions as it may determine to be appropriate, including withholding payment to the vendor or canceling, terminating, or suspending this contract, in whole or in part.

Additionally, the vendor may be declared ineligible for further County contracts by rule, regulation or order of the Board of County Commissioners of Lee County, or as otherwise provided by law.

The vendor will send to each union, or representative of workers with which the vendor has a collective bargaining agreement or other contract of understanding, a notice informing the labor union of worker's representative of the vendor's commitments under this assurance, and shall post copies of the notice in conspicuous places available to the employees and the applicants for employment.

The vendor will include the provisions of this section in every subcontract under this contract to insure its provisions will be binding upon each subcontractor. The vendor will take such actions with respect to any subcontractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.

13. **AUDITABLE RECORDS**

The awarded vendor shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting methods, and Lee County reserves the right to determine the record-keeping method required in the event of non-conformity. These records shall be maintained for two years after completion of the project and shall be readily available to County personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

14. **DRUG FREE WORKPLACE**

Whenever two or more proposals, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall comply with the requirements of Florida Statutes 287.087.

15. **REQUIRED SUBMITTALS**

Any submittals requested should be returned with the proposal response. This information may be accepted after opening, but no later than 10 calendar days after request.

16. **TERMINATION**

Any agreement as a result of this proposal may be terminated by either party giving thirty (30) calendar days advance written notice. The County reserves the right to accept or not accept a termination notice submitted by the vendor, and no such termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the County of its acceptance.

The Procurement Management Director may immediately terminate any agreement as a result of this proposal for emergency purposes, as defined by the Lee County Purchasing and Payment Procedure Manual.

Any vendor who has voluntarily withdrawn from a formal proposal without the County's mutual consent during the contract period shall be barred from further County procurement for a period of 180 days. The vendor may apply to the Board of Lee County Commissioners for waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by Procurement Management.

17. **CONFIDENTIALITY**

Vendors should be aware that all submittals (including financial statements) provided with a proposal are subject to public disclosure and will **not** be afforded confidentiality.

18. **ANTI-LOBBYING CLAUSE**

All firms are hereby placed on formal notice that neither the County Commissioners nor candidates for County Commission, nor any employees from the Lee County Government, Lee County staff members, nor any members of the Qualification/Evaluation Review Committee are to be lobbied, either individually or collectively, concerning this project. Firms and their agents who intend to submit qualifications, or have submitted qualifications, for this project are hereby placed on *formal notice* that they are ***not*** to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County for negotiations. Any such lobbying activities may cause immediate disqualification for this project.

19. **INSURANCE (AS APPLICABLE)**

Insurance shall be provided, per the attached insurance guide. Upon request, an insurance certificate complying with the attached guide may be required prior to award.

LEE COUNTY, FLORIDA
PROPOSAL PRICE FORM
FOR
LEE COUNTY VISITOR & CONVENTION BUREAU TOURISM SALES AND PROMOTION
REPRESENTATION

DATE SUBMITTED: _____

VENDOR NAME: _____

TO: The Board of County Commissioners
Lee County
Fort Myers, Florida

Having carefully examined the “General Conditions”, and the “Detailed Specifications”, all of which are contained herein, the Undersigned proposes to furnish the following which meet these specifications:

NOTE REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO CHECK LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE FOR ANY PROJECT ADDENDA ISSUED FOR THIS PROJECT. THE COUNTY WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL NOT NOTIFY.

The undersigned acknowledges receipt of Addenda numbers: _____

TO BE STARTED WITHIN _____ CALENDAR DAYS AFTER AWARD.

Proposers should carefully read all the terms and conditions of the specifications. Any representation of deviation or modification to the proposal may be grounds to reject the proposal.

Are there any modifications to the proposal or specifications?
Yes _____ No _____

Failure to clearly identify any modifications in the space below or on a separate page may be grounds for the proposer being declared nonresponsive or to have the award of the proposal rescinded by the County.

MODIFICATIONS:

Proposer shall submit his/her proposal on the County’s Proposal Price Form, including the firm name and authorized signature. Any blank spaces on the Proposal Price Form, qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on Lee County’s Form may result in the Proposer/Proposal being declared non-responsive by the County.

ANTI- COLLUSION STATEMENT

THE BELOW SIGNED PROPOSER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS PROPOSAL WITH OTHER PROPOSERS AND HAS NOT COLLUDED WITH ANY OTHER PROPOSER OR PARTIES TO A PROPOSAL WHATSOEVER. NOTE: NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIAL (AS APPLICABLE).

FIRM NAME _____

BY (Printed): _____

BY (Signature): _____

TITLE: _____

FEDERAL ID # OR S.S.# _____

ADDRESS: _____

PHONE NO.: _____

FAX NO.: _____

CELLULAR PHONE/PAGER NO.: _____

DUNS#: _____

LEE COUNTY LOCAL BUSINESS TAX ACCOUNT NUMBER: _____

E-MAIL ADDRESS: _____

DISADVANTAGED BUSINESS ENTERPRISE (DBE): _____ Yes _____ No

LEE COUNTY, FLORIDA
DETAILED SPECIFICATIONS
FOR
LEE COUNTY VISITOR & CONVENTION BUREAU TOURISM SALES AND PROMOTION
REPRESENTATION

SCOPE

The Lee County Visitor & Convention Bureau (also known as The Beaches of Fort Myers & Sanibel) is in the process of selecting a qualified professional tourism sales and promotion representation firm. The services to be provided by the representative include, but not limited to, activities such as conducting sales calls on travel buyers, including consumers, travel agents, and group travel leaders; conducting tourism trade show promotions, organizing and implementing familiarization tours of Lee County, follow up on tourism promotion activities, serves as a local tourism industry liaison, general consultation and promotional activities on behalf of the Lee County Visitor & Convention Bureau (VCB). The representative will develop, execute, and deliver a comprehensive plan designed for the travel trade that supports tourism to Lee County and generates increased demand for the destination.

All proposals must be made on the basis of the specification contained herein.

Proposer is required to indicate whether the Firm and/or any proposed sub-consultants are Disadvantaged Business Enterprises (DBE). Lee County encourages the utilization and participation of DBEs in procurements, and evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex or national origin. Interested certified Disadvantaged Business Enterprise (DBE) firms as well as other minority-owned and women-owned firms are encouraged to respond.

COUNTY INTERPRETATION/ADDENDA

No interpretation or clarification of the meaning of the proposal documents will be binding if made to any Proposer orally. Every such request must be in writing, addressed to **Bob Franceschini**, and received no later than **July 8, 2013 at 5:00 p.m.**

EVALUATION PROCESS AND CRITERIA

Proposals will be evaluated on the basis of the response to all requirements in this RFP. The County shall use the following criteria in its evaluations and comparisons of Proposer. No inference is to be drawn concerning relative importance of criteria based on the order presented.

Contract award shall be made to the responsible Proposer whose proposal is most advantageous to the County, taking into consideration the applicable evaluation criteria set forth below. Please note, however, that the listing of fees as an evaluation criterion does not require the County to select the Proposer with the lowest fee proposal.

The following criteria are listed in random order, not in order of importance.

Responses will be evaluated on the basis of responsiveness to the questions and requirements in this RFP by an evaluation panel using the following criteria:

1. Tourism Industry Experience (400 Points)

Experience record showing the company's training and experience in the tourism industry within the target markets. The organization needs to show that knowledge of the tourism industry is well established and a major component of its past and present work. Assessment of tourism industry experience in:

- Travel Trade/Consumer Promotion Sales Representation
- Consumer/Trade Shows
- Knowledge of Lee County tourism industry
- Working relationship with Lee County tourism and hospitality industry

2. Personnel/Resources (200 Points)

List and provide background of personnel and other resources available to support the work to be performed by Firm. Identify personnel time and resource allocation work within the sales plan. Include resumes of all personnel and to include experience.

3. Strategic Promotions Plan (300 Points)

Draft project outline of strategic promotions plan with detailed budget showing how the company is resourceful in overall sales and marketing plan development.

4. Cost (100 Points)

Provide all costs (direct/indirect/travel, etc.) in your inclusive annual cost structure. Cost should be provided in "annual cost not to exceed" format.

RESPONSE REQUIREMENTS

Responses to the Scope of Work should include the following sections:

1. Statement of qualifications
2. Proposed client service with related resumes
3. List of principals of the representative
4. A description of relevant and/or similar engagements, detailing key factors of those engagements that would exemplify the representative's skill and experience
5. A list of at least three (3) references of current and past clients. The reference shall include the company name, contact person, telephone number and email address. The VCB reserves the right to contact references or clients listed and not listed in the RFP.
6. Examples of past programs
7. Financial and credit data of Representative.
8. Anticipated fees and expenses
9. A description of billing policies
10. Any special terms or conditions requested/required by the Representative
11. Description of any additional services the Representative would like to propose to expand or supplement services requested
12. A staffing plan for the Lee County VCB account including a description of each team member's qualifications and their role on the account
13. Recommendations for the Lee VCB to effectively reach consumers and the travel trade

Following the initial evaluation process, the highest ranking Proposer may be required to complete an additional questionnaire regarding more specific processes and capabilities, as well as provide additional

pricing information. In addition, Proposer may be required to provide an on-site interview and/or system demonstration as it relates to requested and/or proposed services.

Proposals deemed to meet all minimum RFP requirements will be scored based on established criteria, which have been weighted and will be assigned points that measure the responsiveness to each identified criterion. The total number of points earned will be tallied for each proposal, and the proposals will be rank ordered, based upon the Proposer(s) submitted written materials.

SELECTION/AWARD PROCESS

Appropriate County staff may prepare a slate of finalists in order of ranking to present to the Board of County Commissioners. Upon approval from the Board, negotiations will commence with the selected Contractor(s). Upon successful completion of negotiations, the award and executed Contract(s) will be submitted to the Board of County Commissioners for approval. If a satisfactory Contract(s) cannot be negotiated in a reasonable amount of time, the County, in its sole discretion, may terminate negotiations with the selected Contractor(s) and begin Contract(s) negotiations with the next finalist.

NOTE: Proposed short-list and final selection meeting dates are posted on the Procurement Management web page at www.lee-county.com/procurementmanagement (Projects, Award Pending).

TERM OF AWARD

If awarded, the terms of this solicitation shall be in effect for one year. The County reserves the right to renew this quote (or any portion thereof) and to negotiate lower pricing as a condition for each renewal, for up to four additional one-year periods, upon mutual agreement of both parties and, except as to lower pricing, under the same terms and conditions.

MAJOR BREAKDOWNS/NATURAL DISASTERS

Lee County requires that the awarded vendor provide the name of a contact person and phone number which will afford Lee County access twenty-four hours per day, 365 days per year, of this product or service in the event of major breakdowns or natural disasters.

Lee County reserves the right to purchase the product or service listed in this quotation elsewhere in an emergency situation.

DESIGNATED CONTACT

The awarded vendor shall appoint a person or persons to act as a primary contact for all County departments. This person or 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.

REQUIRED INFORMATION

Each Consultant must provide clearly headlined and numbered narrative responses to all items in this section. Samples that are clearly marked with the related heading or sub-heading may be included when necessary to further develop the Consultant's response. Number of samples should be limited.

Cover Page

- A. Project: RFP130487 Lee County Visitor & Convention Bureau Tourism Sales and Promotion Representation

- B. Firm Name
- Address
- Telephone No.
- Fax No.
- Contact Person
- Email

1. Tourism Industry Experience (400 Points)

- A. Statement of Qualifications.
- B. List and provide experience record showing training and experience in the industry within the target markets for all parties providing services.
- C. Proposer needs to demonstrate knowledge of the industry is well established and a major component of its past and present work.
- D. A description of relevant and/or similar engagements, detailing key factors of those engagements that would exemplify the representative's skill and experience.
- E. A list of at least three (3) references of current and past clients. The reference shall include the company name, contact person, telephone number and email address. The VCB reserves the right to contact references or clients listed and not listed in the RFP.
- F. Example of past programs.
- G. Financial and credit data of Representative.

2. Personnel/Resources (200 Points)

- A. List and provide a brief description of proposer and other resources available to support the work to be performed.
- B. Include proposer's resume.
- C. Provide a list of principals of the representative.

3. Strategic Sales & Marketing Plan (300 Points)

- A. Draft a strategic promotions plan aimed at consumers with detailed budget showing how the proposer is resourceful in fitting into the overall sales and marketing plan development.
- B. Identify time and resource allocation work within the sales plan.
- C. A staffing plan for the Lee County VCB account including a description of each team member's qualifications and their role on the account.
- D. Recommendations for the Lee VCB to effectively reach consumers and the travel trade.

4. Cost (100 Points)

- A. Provide all costs (direct/indirect/travel, etc.) in your inclusive annual cost structure. Cost should be provided in 'annual cost not to exceed' format.
- B. A description of billing policies.

C. State what routine expenses would need to be covered monthly by the Lee County VCB.

5. Modifications (To be inserted into the price proposal form – NO POINTS)

- A. Any special terms or conditions requested/required by the Representative.
- B. Description of any additional services the Representative would like to propose to expand or supplement services requested.

Requirements:

The Lee County Visitor and Convention Bureau is seeking full-time Tourism Sales and Promotions Representation with a focus on the travel/trade consumer shows and travel agency sales calls; developing strong relationships with top travel agencies (retail and wholesale), and associations and consortiums of travel planners. The Provider will be responsible for promotions and sales activities that promote Lee County as a leisure travel destination. The representative will maintain a high degree of face-to-face presence with industry planners, decision maker and key influencers.

Annually, the VCB develops and executes marketing campaigns. The Provider would be the resource to develop, execute and evaluate the integrated campaign, thus provide insight and recommendations on how to include the consumer travel/trade into the proposed plan.

Sales Calls/Media Calls/Group Tour Shows

Will include, but not limited to travel agencies and tour operators at designated locations other than Lee County. An “Event Evaluation” form will be completed and submitted to the project manager immediately following the assignment or no later than five working days following the completed trip. This may involve extensive evening and weekend work that will not be compensated at a differentiated rate. Estimated at a minimum of 100 days per year.

Consumer/Trade Shows

The Provider and/or such approved staff will physically attend scheduled promotions designated by the VCB’s project coordinator and on completion of said promotion, shall complete, and submit the report no later than five working days following the completion of the assignment. The Provider shall be responsible for preparation and coordination of shipments of all appropriate collateral material, booth set-up prior to the show, and break-down and shipping of the booth and related materials after the show is completed. Provider shall be responsible for supervision of such works as may be required by show regulations. This may involve extensive evening and weekend work that will not be compensated at a differentiated rate. Estimated at a minimum of 100 days of travel per year.

Familiarization Tours

The Provider will arrange, conduct and complete Familiarization Tours shall include, but not restricted to: arranging free or reduced rate transportation, lodging and meals in addition to complete itineraries for submittal to the project manager. They shall include, but not restricted to, personal guide service or pre-designated visitors to Lee County. Provider will also conduct site inspections to appropriate hospitality related businesses. All familiarization tour plans and arrangements shall have the prior approval of the project manager. This may involve extensive evening and weekend work that will not be compensated at a differentiated rate. Estimated at a minimum of 1 familiarization tour per year (Total of 10 days of preparation and execution days annually).

Reporting Requirements

Annual report to detail accomplishments of the year in a format acceptable to VCB;

- Immediate notice to the VCB of any staffing changes;

- Any additional information and/or data requested by the VCB at frequencies to be determined based on the work being performed and the schedule of performance in the promotional campaign.
- Update for any business booked as a result of Provider's promotional efforts
- Must follow business throughout entire Sales cycle

Follow-up

Shall include but not be restricted to meeting with the project manager at his/her office for the purpose of debriefing prior assignments and review of written reports of previous activities. In addition, the Provider shall be responsible for typing and e-mailing follow-up sales or promotions communication to clients and hospitality partners and materials to persons contacted as a result of promotional sales efforts.

General Consultation and Promotional Activities

Will constitute but not be restricted to discussing future in-county assignments of contacting and personally making visits to various hotels, restaurants, retail outlets and other hospitality related businesses conjunction with any and all sales related or promotional programs. Estimated 20 days per year.

MEASUREMENTS AND ACCOUNTABILITY

- Work with VCB staff and leadership to develop and meet annual goals and objectives designed to increase in visitation from key domestic markets to Lee County, Florida
- Develop and maintain client relationships with travel agents, and media accounts in assigned key markets of interest.
- Assist in developing, planning, coordinating, and implementing sales and/or promotional programs that will showcase the destination in assigned territory.
- Establish Lee County, FL in the marketplace as a desirable destination for holiday travel, while positioning it to successfully compete for market share with other highly recognized destinations.
- Remain current on industry best practices, standards and benchmarks by, but not limited to, reading publications, participating in and attending events in your territory.
- Evaluate sales trends, competition and economic/business conditions; recommends modifications when necessary in sales strategies.
- Maintain financial responsibility to meet budget goals.

Sales

- Achieve 25 consumers per consumer trade show to opt-into monthly VCB promotional e-newsletter aimed at enticing visitation through relationship marketing.
- Required to perform a minimum of seventy-five (75) sales calls annually to domestic tour operators, retail travel agencies agents on an annual basis
- Conduct a minimum of two (2) travel agent or domestic tour operator trainings annually.
- Conduct a minimum of one (1) travel agent familiarization tour to Lee County.

Communications/Public Relations

- Attend three (3) media events on behalf of Lee County Visitor & Convention Bureau.
- Develop itineraries as needed for visiting outdoor writers.
- Assist with hosting three (3) key outdoor media writers to Lee County.

Daily, Monthly and Annual Reports

- Required to enter leads and contacts generated through all activities paid for and on behalf of the Lee County VCB into the Simpleview CRM system on a monthly basis at minimum.
- Provide detailed records of expenditures, appropriate invoices, and verification of exchange rates for proper reimbursement, as detailed by the Lee County procurement/travel/entertainment policy
- Submit a summary of monthly activities each month to VCB Director of Sales, documenting sales activities, lead generation, familiarization tours, market trends, public relations, room night generation, and other sales related goals.
- Immediate notice to the VCB of any staffing changes;
- Update for any business booked as a result of Provider's promotional efforts
- Must follow all business reported throughout entire Sales cycle.

DETAILED COST

The projected annual budget for this proposal is approximately \$200,000. Future budgets may increase or decrease, as needed depending upon available funding. This budget is subject to availability of funds, approved by the Lee County Tourism Development Council and the Lee County Board of County Commissioners. The specific amount for the contract will be negotiated.

CONFLICT OF INTEREST

The Representative, if selected, must agree not to represent and/or terminate all conflict of interest accounts. This may include, but not be limited to, a state, county, city, nation, or region deemed to be a competitor as defined by the Lee County VCB. The VCB is to be advised of all new business solicitations by the Representative that could be perceived to constitute a conflict of interest. With regards to the matter of branch or subsidiary offices of the Representative, it should be clear that all such offices are considered as part of the total corporate entity. List any accounts the Representative would perceive as a potential conflict.

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

The attached document, Affidavit Certification Immigration Laws, is required and should be submitted with your solicitation package. It must be signed and notarized. Failure to include this affidavit with your response will delay the consideration and review of your submission; and could result in your response being disqualified.

AGREEMENTS/CONTRACTS

The awarded vendor will be required to execute an Agreement/Contract as a condition of award. A sample of this document may be viewed on-line at <http://www.lee-county.com/gov/dept/ProcurementManagement/contracts/Pages/Forms.aspx> .

KEY DATES

The following schedule provides key dates and their associated completion dates and is provided primarily for planning purposes. The Lee County VCB may modify the project timeline at its discretion.

Activity	Target Completion Date
Proposal guidelines issued and disseminated	June 28, 2013
Questions due to Lee VCB	July 1 – 8, 2013
Proposal due to VCB	July 16, 2013
Lee VCB review period	July 16 - 26, 2013
Notification of Finalist Vendor Selection	July 29, 2013
Vendor Selection Completed/Contract Process/Negotiations	August 1 - 31, 2013
Contract begins	October 1, 2013* <i>target date</i>

**Targeted goal dates; there could be delays with the procurement/contract process.*

Standard 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:

\$500,000 per occurrence
 \$1,000,000 general aggregate
 \$500,000 products and completed operations
 \$500,000 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:

\$500,000 combined single limit (CSL)
 \$300,000 bodily injury per person
 \$500,000 bodily injury per accident
 \$300,000 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:

\$100,000 per accident
 \$100,000 disease limit
 \$500,000 disease – policy limit

*The required minimum limit of liability shown in a; b; c; 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."

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. The certificate holder shall read as follows:

Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902

b. *“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials”* will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.

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 insure that all subcontractors comply with all insurance requirements.



Lee County Ordinance No. 08-26
Local Bidder's Preference

AFFIDAVIT
PRINCIPAL PLACE OF BUSINESS

Principal place of business is located within the boundaries of Lee County.

Company Name: _____

Signature

Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 20____, by _____ who has produced

(Print or Type Name) _____ as identification.
(Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

NOTE: This form must be signed by the person who will sign, or has signed the Proposal/Quote Form. This form will become part of the contract documents.

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE/ _____ MINORITY/ _____ WOMEN/ _____
(Check appropriate designation)

DESCRIPTION OF WORK: _____

SUBCONTRACTOR'S NAME: _____

EST. DOLLAR VALE OF PROPOSED WORK: _____

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE/ _____ MINORITY/ _____ WOMEN/ _____
(Check appropriate designation)

DESCRIPTION OF WORK: _____

SUBCONTRACTOR'S NAME: _____

EST. DOLLAR VALE OF PROPOSED WORK: _____

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE/ _____ MINORITY/ _____ WOMEN/ _____
(Check appropriate designation)

DESCRIPTION OF WORK: _____

SUBCONTRACTOR'S NAME: _____

EST. DOLLAR VALE OF PROPOSED WORK: _____

DIVISION OF EQUAL OPPORTUNITY CERTIFIED DBE/ _____ MINORITY/ _____ WOMEN/ _____
(Check appropriate designation)

DESCRIPTION OF WORK: _____

SUBCONTRACTOR'S NAME: _____

EST. DOLLAR VALE OF PROPOSED WORK: _____

TOTAL VALE OF ALL DBE/MINORITY/WOMEN SUBCONTRACT WORK: \$ _____

ESTIMATED TOTAL PERCENT (%) TO BE UTILIZIED: _____ %

CONTRACTOR NAME

SIGNATURE

DATE

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.: _____ PROJECT NAME: _____

LEE COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT (“INA”).

LEE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature Title Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____
20____, by _____ who has produced
(Print or Type Name)
_____ as identification.
(Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

LEE COUNTY PROCUREMENT MANAGEMENT - BIDDERS CHECK LIST

IMPORTANT: Please check off each of the following items as the necessary action is completed:

- _____ 1. The Solicitation has been signed and with corporate seal (if applicable).
- _____ 2. The Solicitation prices offered have been reviewed (if applicable).
- _____ 3. The price extensions and totals have been checked (if applicable).
- _____ 4. Substantial and final completion days inserted (if applicable).
- _____ 5. The original (must be manually signed) and 1 hard copy original and others as specified of the Solicitation has been submitted.
- _____ 6. Two (2) identical sets of descriptive literature, brochures and/or data (if required) have been submitted under separate cover.
- _____ 7. All modifications have been acknowledged in the space provided.
- _____ 8. All addendums issued, if any, have been acknowledged in the space provided.
- _____ 9. Licenses (if applicable) have been inserted.
- _____ 10. Erasures or other changes made to the Solicitation document have been initialed by the person signing the Solicitation.
- _____ 11. Contractor's Qualification Questionnaire and Lee County Contractor History (if applicable).
- _____ 12. DBE Participation form completed and/or signed or good faith documentation.
- _____ 13. Bid Bond and/or certified Check, (if required) have been submitted with the Solicitation in amounts indicated.
- _____ 14. Any Delivery information required is included.
- _____ 15. Affidavit Certification Immigration Signed and Notarized
- _____ 16. Local Bidder Preference Affidavit (if applicable)
- _____ 17. The mailing envelope has been addressed to:

MAILING ADDRESS Lee County Procurement Mgmt. P.O. Box 398 or Ft. Myers, FL 33902-0398	PHYSICAL ADDRESS Lee County Procurement Mgmt. 1825 Hendry St 3 rd Floor Ft. Myers, FL 33901
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- _____ 18. The mailing envelope **MUST** be sealed and marked with:
Solicitation Number
Opening Date and/or Receiving Date
- _____ 19. The Solicitation will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise Solicitation cannot be considered or accepted.)

****This form is not required to be returned with your solicitation, but used as a tool when responding to the solicitation.**