

**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 Four Communications Ltd., an United Kingdom Corporation, whose address is 2 Whitechapel Road, London, England, E1 1FX, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase professional tourism representation for 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. RFP210186DWJ on March 23, 2021 (the "Solicitation"); and,

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

WHEREAS, the County posted a Notice of Intended Decision on June 4, 2021; 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 in accordance with the project Scope of Services made part of this Agreement as Exhibit A, attached hereto and incorporated herein. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. RFP210186DWJ as modified by its addenda, copies of which are on file with the County's Department of Procurement Management and are deemed incorporated into this Agreement 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-year (3) period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement term of three (3) years. The effective date shall be October 1, 2021.
- 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 and within thirty (30) calendar days of said written approval.
- 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. County and Vendor (inclusive of their respective officers, directors, members, partners, subcontractors, and employees) shall not be liable to each other for any

indirect or consequential damages. The aggregate liability of each party, whether under contract law, in tort, or otherwise, is limited to \$5 million per aggregate.

B. This section shall survive the termination or expiration of this Agreement.

VII. VENDOR'S INSURANCE

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

VIII. RESPONSIBILITIES OF THE VENDOR

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

- 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
- 2) upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

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

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

- F. The Vendor shall comply with the Vendor Background Screening Affidavit attached hereto and incorporated herein as Exhibit D.

IX. OWNERSHIP OF PRODUCTS

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

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

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

XI. COMPLIANCE WITH APPLICABLE LAW

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

XII. TERMINATION

- A. The County shall have the right at any time upon thirty (30) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.

- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or sub-contracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
- C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

XIII. DISPUTE RESOLUTION

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

XIV. VENDOR WARRANTY

- A. All products provided under this Agreement shall be new (unless specifically identified otherwise in Exhibit B) and of the most suitable grade for the purpose intended.
- B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this

Agreement, the Vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Vendor shall refund to the County any money which has been paid for same.

XV. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.
- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed

to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee County. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline will then fall to the next Monday or non-Lee County recognized holiday
- I. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative:		County's Representatives:		
Name:	Nan Williams	Names:	Roger Desjarlais	Mary Tucker
Title:	Group Chief Executive	Titles:	County Manager	Director of Procurement Management
Address:	2 Whitechapel Road London, England, E1 1FX	Address:	P.O. Box 398 Fort Myers, FL 33902	
Telephone:	020 3697 4200	Telephone:	239-533-2221	239-533-8881
Facsimile:	00 44 20 3697 4201	Facsimile:	239-485-2262	239-485-8383
E-mail:	Nan.Williams@fourcommunications.com	E-Mail:	rdesjarlais@leegov.com	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

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

WITNESS:

Signed By: *John*

Print Name: PATRICK JOHN
O'SHEA

Four Communications Ltd.

Signed By: *Nan Williams*

Print Name: NAN WILLIAMS

Title: Chief executive

Date: 17 August 2021

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: *[Signature]*
CHAIR

DATE: 10/22/21

ATTEST:

CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY: *Melinda Butler*
DEPUTY CLERK



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

BY: *Andrew Furr*
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A

SPECIFICATIONS OR SCOPE OF SERVICES

1. GENERAL SCOPE OF THE PROJECT

- 1.1. The Lee County Board of County Commissioners is requesting proposals in order to contract with a skilled and qualified Vendor to act as the Lee County Visitor & Convention Bureau (VCB) in-market specialist for tourism marketing and sales representation in the United Kingdom (UK), Ireland and Scandinavia.
- 1.2. The objective of this RFP is to solicit tourism marketing representation for Lee County in the United Kingdom, Ireland and Scandinavia.
- 1.3. The Vendor is required to be located within the Target Area, and they must have an exceptional ability to support and implement the requests and requirements of this Agreement throughout the Target Area.
- 1.4. This RFP is for an In-Market Representative in the United Kingdom with duties in other locations. Vendor and staff must be located in the United Kingdom with staff ability assigned to account available to travel to the United States and other locations as needed. The sales, marketing and public relations services provided under this contract by the Vendor shall successfully carry out the VCB's current Strategic Marketing Plan, attached herein for review purposes, and achieve the following goals:
 - 1.4.1. Build brand awareness of Lee County as a beach holiday in the UK, Ireland and Scandinavia
 - 1.4.2. Facilitate and increase the number of visitors to Lee County from the UK, Ireland, and Scandinavia
 - 1.4.3. Identify assets of Lee County that are of interest to the visitor from these countries and generate awareness of these assets
 - 1.4.4. Entice Florida visitors from the UK, Ireland and Scandinavia to Lee County
 - 1.4.5. Capture a larger share of these visitors to extend their stays and experience in Lee County
 - 1.4.6. Facilitate the offering of Lee County accommodations to the travel trade

2. INTRODUCTION & BACKGROUND

- 2.1. The Lee County Visitor & Convention Bureau (VCB) is the official marketing and promotional agency for visitation to Lee County which include: Sanibel & Captiva Islands, Fort Myers Beach, Boca Grande & Outer Islands, Cape Coral and North Fort Myers, Estero & Bonita Springs, Pine Island/Matlacha and Lehigh Acres. The organization brands and markets Lee County, Florida as *The Beaches of Fort Myers & Sanibel* and is funded by the 5 percent tourist tax on short term accommodations commonly known as the bed tax.
- 2.2. In 2019, tourism employed 1 out of every 5 people in Lee County and had a \$3.3 billion economic impact in the community. The community welcomed 4.9 million visitors to the area in 2019 and of those, the international markets accounted for 700,000 visitors; with Canada, Germany and the UK contributing the largest shares.

3. DETAILED SCOPE OF WORK, DELIVERY & 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 / *The Beaches of Fort Myers & Sanibel* in the UK, Ireland, and Scandinavia.
- 3.2. The responsibilities of the Contractor shall include a combination of trade, media, consumer outreach and general representation services.

- 3.3. The 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, trade shows, feature stories, etc.
- 3.4. The Vendor shall solicit and secure interested trade partners to provide Lee County brand exposure to staff and clients. The Vendor shall develop, as part of a Sales and Marketing Plan, a fully integrated concept directed toward the travel trade with all details provided in a written brief that shall meet the VCB's established criteria for acceptance. This would include coordination, whenever possible, with the VCB's public relations, marketing, and promotions principals.
- 3.5. Annually, the VCB develops and executes marketing campaigns. The Vendor shall be the resource 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 proposed Strategic Sales and Marketing Plan.
- 3.6. The Vendor shall develop a Strategic Sales and Marketing Plan that enhances the position 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:
 - 3.6.1.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.
 - 3.6.2.The Sales and Marketing Plan shall be fully developed with final plan provided to the Lee County VCB within 60 days of the contract commencement date. Final Strategic Sales and Marketing Plan must include the Fully Integrated Concept details.
- 3.7. The Vendor shall report on a monthly basis any competitive strategies and efforts that may be taking place in United Kingdom, Ireland, and Scandinavia. During the term of the agreement, the representative shall be required to provide the following travel trade services that include, but are not limited to: Sales and Marketing, Public Relations, and Measurements and Accountability. The following articles provide some details of the services to be provided under each travel trade service category.

4. SALES AND MARKETING:

- 4.1. Serve as the primary contact for the Lee County VCB in the United Kingdom, Ireland, and Scandinavia markets also referred to as "Target Area".
- 4.2. Conduct an annual audit assessment of the Lee County tour operator product and air service development report for the United Kingdom, Ireland, and Scandinavia. The report to include room night production from tour operators and OTA's.
- 4.3. Develop and implement an Annual Travel Trade Plan, as part of the overall Sales and Marketing Plan that supports activities mentioned herein. The plan shall include suggested promotional activities and advertising recommendations.
- 4.4. Identify and recommend sales, marketing and promotions ~~and marketing~~ opportunities in addition to potential partnerships in the UK, Ireland, and Scandinavia.
- 4.5. 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 ensuring quality bookings for the local hospitality community.
- 4.6. Jointly coordinate sales missions, when requested during the contract period, to include airline participation, event organization, and invitations to industry representatives. The 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 industry partners.
- 4.7. Coordinate and attend key industry trade shows, product launches, and seminars.

- 4.8. 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.
- 4.9. Prepare, host, and complete monthly webinars and trade community engagements to key accounts in the Target Area.
- 4.10. Initiate, develop itineraries, and escort familiarization trips to destination for selected tour operators, travel agents, meeting and incentive trade during the contract period. The Vendor shall obtain airline participation (seats) and qualify participants. Each familiarization trip is subject to VCB approval.
- 4.11. Establish *The Beaches of Fort Myers & Sanibel* in the assigned Target Area as a desirable US Florida beach destination for holiday travel, while positioning it to successfully compete for market share with other highly recognized destinations.
- 4.12. Establish rapport with VCB main office and industry partners. Plan a minimum of one (1) annual visit to the destination, for relationship building with industry partners and destination education.
- 4.13. Work with VCB International Sales Manager and VCB Public Relations team to develop appropriate PowerPoint destination presentations used in United Kingdom, Ireland, and Scandinavia for both travel trade and media.

5. MARKETING

- 5.1. Provide assistance and support to consumer advertising campaigns. The Vendor shall be a resource for review and evaluation for the campaign and provide insights and recommendations on how to include the travel trade in the plan.
- 5.2. Assist the VCB by providing translations of trade material for distribution where appropriate.
- 5.3. Provide direction and copy for VCB marketing materials such as travel guides, digital, e-mail blasts, social media, etc.
- 5.4. Analyze state, national, and international tourism plans; complete an inventory of Visit Florida and Brand USA plans in UK ~~United Kingdom~~, Ireland, and Scandinavia, to identify areas of coordination.
- 5.5. Coordinate marketing activities in the Target Area in consultation with designated VCB staff liaison(s).
- 5.6. Provide assistance and support to consumer advertising campaigns and social media initiatives in the UK, Ireland, and Scandinavia market.
- 5.7. 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.
- 5.8. Assist in the implementation of advertising and coop marketing programs that shall highlight the destination in Target Area.
- 5.9. Provide recommendations for content on VCB's web site (consumer and travel trade) under the direction of Lee VCB staff liaison(s).
- 5.10. Maintain a supply of Lee County VCB collateral materials in appropriate office supporting the Target Area. Additional brochures may be stored in the UK's fulfillment house.

6. ADMINISTRATIVE

- 6.1. Provide regular monthly reports of activities, which shall include at minimum:
 - 6.1.1. A list of sales and media calls conducted with summarized highlights.
 - 6.1.2. General market summary and trend information to include economic conditions.
 - 6.1.3. Competitor observations and perceptions of *The Beaches of Fort Myers & Sanibel* brand.
 - 6.1.4. Trade shows, sales activities and public relations activities, or events attended or conducted.
 - 6.1.5. Tour operator/wholesale program development and lead generation on a quarterly basis.
 - 6.1.6. A summary of contacts made, requests and inquiries serviced during reporting period.
- 6.2. Maintain Lee County Simpleview database for UK, Ireland, and Scandinavia travel trade, airline, and media contacts to be updated monthly.

- 6.3. Ensure a dedicated account executive assigned to Lee County / *The Beaches of Fort Myers & Sanibel* account that is fluent in English inclusive of both verbal and written communication.

7. PUBLIC RELATIONS - MEDIA COMPONENT:

7.1. PUBLIC RELATIONS

- 7.1.1. Under the direction of the VCB staff, develop an ongoing media relations strategy for the Target Area.
- 7.1.2. Maintain on-going media relations with journalists, travel writers and influencers in identified Target Area.
- 7.1.3. Write or translate and distribute news releases/e-newsletters on a quarterly basis in coordination with VCB staff.
- 7.1.4. Pitch *The Beaches of Fort Myers & Sanibel* stories to the UK, Ireland, and Scandinavia media.
- 7.1.5. Work with VCB main office to service journalist and travel writer requests for materials, press trips, images, etc.
- 7.1.6. Assist in the development and execution of media events and activities.
- 7.1.7. Initiate, develop itineraries and escort media press trips for qualified journalists, travel writers, travel trade journalists.
- 7.1.8. Assist with media promotions and social media campaigns.
- 7.1.9. Develop a media list of journalists in the UK, Ireland, and Scandinavia that shall become a proprietary database for Lee County. Only media interested in the Florida destination and more specifically in the region of *The Beaches of Fort Myers and Sanibel* area shall be included in this database.
- 7.1.10. Track editorial coverage and provide updated information each month. Report impressions generated per publication in the UK, Ireland, and Scandinavia market on a monthly basis.
- 7.1.11. Keep the VCB informed on travel issues and trends that may affect marketing initiatives.
- 7.1.12. Assist with issues management/crisis communications.
- 7.1.13. Quarterly review of annual PR Plan with VCB PR staff to ensure proper budget forecasting.

8. PUBLIC RELATIONS - ADMINISTRATIVE

- 8.1. Provide regular monthly reports of activities which shall include at minimum:
 - 8.1.1. A list of media calls conducted with pertinent discussion points.
 - 8.1.2. Tourism statistical data, industry news from the UK, Ireland, and Scandinavia, as well as general market summary and trend information to include economic conditions.
 - 8.1.3. Competitor observations and perceptions of *The Beaches of Fort Myers & Sanibel*
 - 8.1.4. Public relations activities or events attended or conducted with agreed upon metrics annually.
 - 8.1.5. A summary of contacts made, requests and inquiries serviced during reporting period.
- 8.2. Maintain Lee County Simpleview database of the Target Area key media contacts, journalists and travel writers interested in the Florida destination and more specifically in the region of *The Beaches of Fort Myers and Sanibel*.
- 8.3. Media database shall be updated daily, weekly, and monthly as requested and directed by the VCB.
- 8.4. Ensures a dedicated account executive assigned to Lee County / *The Beaches of Fort Myers & Sanibel* account is fluent in English inclusive of both verbal and written communication.
- 8.5. Participate in regular phone calls with VCB public relations staff in addition to monthly conference call with VCB PR team and other VCB international contractors.

9. PUBLIC RELATIONS - MEASUREMENTS AND ACCOUNTABILITY

- 9.1. Work with VCB staff and leadership to develop and meet annual goals and objectives designed to increase visitation from the UK, Ireland, and Scandinavia to Lee County.
- 9.2. Reach or exceed mutually-agreed to public relations goals.

- 9.3. Identify and schedule a minimum of ten (10) journalists from Target Area to visit Lee County annually subject to budget and market trends.
- 9.4. Achieve a minimum of 75 million impressions in editorial coverage from Target Area for Lee County.
- 9.5. Coordinate at least one (1) media event with top tier journalists to generate highest number of impressions in order to achieve annual goal. In market event, in person or virtually, subject to budget and market trends.
- 9.6. Conduct a minimum of five (5) sales calls to tour operators, airlines, retail agents on a monthly basis. Subject to market trends and budget and can be done in person or virtually.
- 9.7. Increase certified users on the e-Learning portal by three percent and conduct a minimum of two (2) webinar training events.
- 9.8. Identify and participate in a minimum of five (5) key travel trade and consumer trade show events in the Target Area to represent the destination.
- 9.9. Organize, coordinate, and escort a minimum of one (1) familiarization tours to Lee County from the Target Area annually, subject to market trends and budget
- 9.10. 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.
- 9.11. Provide detailed records of expenditures, appropriate invoices, and verification of exchange rates for proper reimbursement, in detail and format as requested by the Lee County VCB on a monthly basis.
- 9.12. Notify VCB liaison of any staff changes. Prior approval shall be obtained before acting on behalf of The Beaches of Fort Myers and Sanibel and destination training is mandatory.

10. PRICING AND FEES

- 10.1. Under this Agreement the VCB expects to cover the below tasks and associated costs in lieu of the Vendor. This list is not intended to be all inclusive and is subject to change at the sole discretion of the County. Proposer shall exclude such fees from proposal pricing provided to County.
 - 10.1.1. Lee County VCB shall provide to the Vendor one (1) Simpleview subscription (1 user name and password access) in order to fulfill the Simpleview requirements of this contract inclusive of any renewals. Any additional subscriptions shall be purchased by or billed to the Vendor.
 - 10.1.2. VCB Trade Show Registrations below table provides a reference to the type of show participation / trade events and sales calls from previous years and estimated costs to be paid for by the VCB and Proposer. All show costs are estimates and subject to higher or lower costs and subject to change.

See table below. Please note this is a list from FY18-19, pre-COVID

Event	Location	Date	Location	Costs paid by VCB budget	Costs paid by Proposer (Estimated)
Florida's Beaches Coalition - membership fee	Scandinavia	Year Round	UK	\$ 1,500.00	\$ -
Discover America trade workshop	Scandinavia	January	Stockholm, Sweden	\$ 825.00	\$ 750.00
MAKTA	Scandinavia	January	Helsinki, Finland	\$ -	
Explore the World	Scandinavia	January	Oslo	\$ -	
Ferie for Alle	Scandinavia	February	Herning	\$ -	\$ 800.00
Swanson's America Day	Scandinavia	February	Osby, Sweden		\$ 300.00
FDM Travel - USA Consumer show	Scandinavia	March	Copenhagen, Denmark	\$ 1,300.00	\$ 300.00
Unite USA Trade Show in London	UK/Ireland	March	London, UK		\$ 550.00
Sales Mission (UK/Ireland)	UK/Ireland	April/May	London / Ireland		\$ 11,900.00
IPW (UK Office)	UK/Ireland	May/June	Las Vegas, USA		\$ 3,000.00
Discover America trade event	Scandinavia	June	Helsinki, Finland	\$ 1,100.00	\$ 1,000.00
Brand USA Travel Week	UK/Ireland & Scandinavia	September	London, UK	\$ 7,000.00	\$ 500.00
Discover America trade workshop	Scandinavia	October	Gothenburg, Sweden	\$ 750.00	\$ 750.00

11. ADDITIONAL SERVICES

11.1. The services described herein shall further include and incorporate any associated and applicable details as contained in and outlined within the submitted proposal for RFP210186DWJ by Four Communications Ltd. On file with the Procurement Management Department. These services and details include those contained within the following proposal sections.

11.1.1. Tab 1 – Tourism Industry Experience

11.1.2. Tab 2 – Company Relevant Experience & Reference

11.1.3. Tab 3 – Plan of Approach

11.1.4. Tab 4 – Personnel

11.1.5. Tab 5 – Detailed Proposal

End of Detailed Specifications

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 County 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 initial Agreement term of three (3) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.
- 1.2. The County currently has an Agreement in place for such services that is set to expire September 30, 2021. The Agreement associated with this solicitation will therefore not become effective until October 1, 2021 or soon thereafter. Should the existing Agreement be terminated prior to its expiration date or the County have a need to active this Agreement early, the County reserves the right to enter into Agreement with the Vendor prior to September 30, 2021.

2. INSURANCE REQUIREMENTS

- 2.1. 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 as described herein.
- 2.2. *Due to the Vendor's location, the County waives the above-mentioned requirements.*

3. COPYRIGHTED MATERIAL

- 3.1. Copyrighted material will be accepted as part of a proposal only if accompanied by a waiver that shall allow the County to make paper and electronic copies necessary for the use of County staff and agents. Copyrighted material is not exempt from the Public Records Law, Chapter 119, Florida Statutes. Therefore such material shall be subject to viewing by the public.
- 3.2. 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 versions of the plans, specifications, drawings, reports, graphics, analysis, plans, strategies, media, print, etc...prepared by the Vendor for the County in connection with this agreement.

4. INDEPENDENT CONTRACTOR NOTICE

- 4.1. 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 is not to be considered an agent or employee of the County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits the County provides its employees. In the event the County exercises its right to terminate this agreement pursuant to terms provided herein, the Vendor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

5. TRAVEL EXPENSES BILLING AND REIMBURSEMENT

- 5.1. The Vendor shall, in addition to the hourly rate as set forth herein, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs for travel when performing services under this agreement. All requests for reimbursement must be accompanied by copies of receipt(s) or other reasonable documentation showing payment by the vendor.

- 5.2. All approved expenses will be reimbursed at actual cost except for meals, mileage and gratuity, which shall be reimbursed as further described below.
- 5.3. 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.
- 5.4. Breakfast-when travel begins before 6:00 A.M. and extends beyond 8:00 A.M.
- 5.5. Lunch-when travel begins before 12:00 noon and extends beyond 2:00 P.M.
- 5.6. Dinner-when travel begins before 6:00 P.M. and extends beyond 8:00 P.M. or when travel occurs during nighttime hours due to special assignment.
- 5.7. 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.
- 5.8. 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.
- 5.9. **TIPS & GRATUITIES** - Pursuant to Florida Administrative Code Rule 69 1-42.010, tips and gratuities are reimbursable as follows (and as updated time to time by the State of Florida).
 - 5.9.1. Taxi- actual tips not to exceed 15% of fare.
 - 5.9.2. Mandatory valet parking, not to exceed \$1.00 per occasion, and incurred in performance of public business.
 - 5.9.3. Portage – not to exceed \$1.00 per bag or total of \$5.00

6. EU GENERAL DATA PROTECTION REGULATION NOTICE

- 6.1. The Agreement, and Vendor associated with this solicitation, shall follow all requirements of the European Union General Data Protection Regulations (GDPR). The County requests that the Vendor provide a sample of their Controller-Processor Agreement meeting the requirements of the GDPR with their proposal submission to expedite review, however the Vendor shall provide the Controller-Processor Agreement package, intended to be incorporated into their final Agreement with the County, no later than seven (7) business days following Notice of Intended Decision or written request by the County.
- 6.2. The EU General Data Protection Regulations/Controller-Processor Agreement provided by the Vendor remains subject to County approval at its sole discretion. Failure to provide the Agreement or reach a mutual acceptance of the Controller Processor Agreement details may deem firm Non-Responsive / ineligible for Award.
- 6.3. See Exhibit A – Attachment 1 - EUROPEAN UNION CONTROLLER-PROCESSOR AGREEMENT

7. CONFLICT OF INTEREST

- 7.1. The Vendor agrees during the term of the Agreement, not to divulge, furnish or make available to any third person, firm or organization, without the County's prior written consent, or unless incident to the proper performance of Vendor's obligations hereunder, or as provided for or required by law, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed; any non-public information concerning the services to be rendered by the Vendor, and Vendor shall require all of its employees and subcontractor(s)/subconsultants(s) to comply with the provisions of this paragraph. Specifically for services the Vendor provides to the Lee County VCB, the Vendor shall contact the County before bidding on (or contracting with) new clients in Florida to ensure any future work does not conflict with the best interest of Lee County.
- 7.2. The Vendor must agree not to represent and/or terminate all conflict of interest accounts. This may include, but not limited to, a state, county, city, nation, or region deemed to be competitive or as defined by the Lee County VCB. The VCB is to be advised of all new business solicitations by the Vendor that could be perceived to constitute a conflict of interest. With regards to the

matter of breach of subsidiary offices of the Vendor, it should be clear that all such offices are considered as part of the total corporate entity. Vendor shall provide to the County a list of any accounts the Vendor would perceive as a potential conflict at any time such conflict arises.

End of Special Conditions



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www.leegov.com/procurement

Posted Date: March 26, 2021

Solicitation No.: RFP210186DWJ

Solicitation Name: VCB United Kingdom, Ireland, & 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. ATTACHMENT: NONE

2. QUESTIONS/ANSWERS

1.	Is the County willing to accept digital/electronic proposals? Due to the lockdown in the UK, the offices are still not open until Mid-April and therefore the companies cannot get paperwork needed for the RFP notarized in person.
Answer	<u>The County does not accept the submission of digital or electronic proposals. Per section 4 of the terms and conditions all proposals must be submitted in a sealed envelope and affixed with the label included in the forms section.</u> <u>The County is aware of the current social distancing guidelines. Remote notary with electronic notary stamp is acceptable and the notary may affix an updated notary block as necessary. All proposal submittals must be received to the Lee County Procurement Management office before April 22, 2021 at 2:30 PM.</u>
2.	In trying to download the bid details from the Demand Star system, we are being asked to open an account, but the system does not appear to allow a UK company to do this. We've also checked Lee County website and cannot find the details of the RFP listed.
Answer	<u>To view and download the solicitation documents, you must access the documents via our Procurement Management website (www.leegov.com/procurement).</u> <u>The link below will take you to the solicitation, you are required to enter in your information to access the document. This is not a request to open an account, but only to document whom accessed the documents so we can notify you of future solicitations similar to this project.</u> <u>https://www.leegov.com/procurement/projects/open-projects/project?fid=5568</u>

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.

David Jones
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Posted Date: April 8, 2021

Solicitation No.: RFP210186DWJ

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

Subject: Addendum Number 2

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

1. ATTACHMENT: NONE

2. QUESTIONS/ANSWERS

1.	Regarding the Sunbiz requirement per Form 1 of the Solicitation Response Form, is the Sunbiz certification required for a foreign company that does not have a registered Florida agent?
Answer	A Sunbiz registration is not required for a foreign company to conduct business with Lee County BOCC and will not be required as part of Form 1 of the Solicitation Response Form. Any foreign company submitting a proposal without a Sunbiz certificate will not be found unresponsive.

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.

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Posted Date: April 14, 2021

Solicitation No.: RFP210186DWJ

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

Subject: Addendum Number 3

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. ATTACHMENT: NONE

2. QUESTIONS/ANSWERS

1.	Please could you confirm the split/share per market in order to distribute funds and activities across markets accordingly?
Answer	UK provides the largest share in visitations to Lee County across all three regions. The proposer should reflect the share in line with their strategy to grow the maximum number of visitations to Lee County, FL.
2.	In 2017, the Nordic markets were Denmark, Sweden, Norway and Finland. What are the markets this time?
Answer	For Scandinavia we consider all four countries a part of the Scandinavian market; Sweden, Denmark, Norway and Finland in order of importance and previous visitation numbers.
3.	What is the weighting of international arrivals from Ireland and Scandinavian region for 2018 and 2019?
Answer	Here is the link for annual visitor reports https://www.leevcb.com/education-and-resources/statistics/annual-visitor-profile-summary-reports Please note the UK numbers include Ireland and there is no specific breakdown for Scandinavia.
4.	What is considered conflict of interest regarding non-US destinations?
Answer	We do not have an existing list of those we deem competitive. These will be considered on an individual basis when reviewing the submittals.
5.	Can you clarify the level of support required for social media? Does this include managing all UK channels and if so which platforms? Does this also include influencer's familiarisation trips and if so what do you see the split being vs. traditional print and online media outlets?
Answer	The channels depend on the proposer's recommendation for optimal reach for the targeted audience of potential travelers to Lee County and management

	would include organic posts, community engagement and promoted posts based on a content calendar provided in collaboration with LEE VCB Marketing social media team. Influencer familiarization trips are an option if chosen by the proposer as a strategic approach to achieve the goals. The split between traditional print versus online media is determined by the recommended strategy of the proposer to best achieve the targeted goals to drive visitors to Lee County and reach the set goals for media impressions by market.
6.	For familiarisation trips for both media and trade, should the budget for these simply cover flights and all ground experiences will be covered by the destination stakeholders?
Answer	For familiarization trips, the goal is to get flights sponsored in partnership with airlines and/or tour operators to minimize the cost. The proposer will cover any travel expenses accrued either by a staff member escorting the FAM or transportation of journalists/trade professionals to the destination. If a staff member escorts the FAM in destination, expenses shall be covered for meals/fuel/tolls and others approved previously by Lee VCB staff member. Lee County VCB will cover accommodation in destination as well as some meals and transportation. All FAMs are subject to prior approval including itineraries and proposed budget.
7.	For tracking PR ROI, can you confirm that in reference to impressions this means the circulation/readership of the media outlet?
Answer	Circulation and readership are the standard PR metrics for traditional media (for example, print) we measure. In print media, readership is one of the components being considered for PR ROI and impressions are the key metric we measure for digital media placements.
8.	What competitive set would Lee County consider? Who are the biggest competitors to Lee County?
Answer	Within Florida our competitive set is composed of beach and sun destination along both the Gulf of Mexico coast as well as the Atlantic coast, including but not limited to Florida Keys, Fort Lauderdale, Miami, etc.
9.	How does Lee County work with Orange County, city of Orlando, city of Miami, Fort Lauderdale and other major tourist attractions in the state of Florida?
Answer	Lee County VCB collaborates with other Florida Destination Marketing Organizations where strategies align. Lee County VCB is also a marketing partner of Visit Florida.
10.	Does Lee County undertake any marketing initiatives with the airports of Tampa, Miami, Orlando, etc.? If so, what? If not, why?
Answer	Lee County VCB collaborates with the local Port Authority and their efforts to support air service development.
11.	Does Lee County work in marketing partnerships with international airlines and airports?
Answer	Yes. This would be proposed and coordinated by the representation firm in market subject to approval from Lee VCB staff.
12.	Given the "living with Covid-19" requirements in 2020 and beyond, what marketing and operational initiatives, for keeping tourists safe in Lee County is in place or planned to be in place?
Answer	Information can be found on https://www.leevcb.com/covid-19-update

13.	What is Lee County doing to relieve parking issues in the county?
Answer	All parking regulations or issues are managed by individual municipalities throughout Lee County.
14.	What plans are there for introducing more luxury and up market accommodation brands in Lee County?
Answer	This does not fall under the scope or departmental responsibilities of the Lee County Visitor and Convention Bureau.
15.	What UK demographic makes up your current target audience?
Answer	During past research we identified three main personas for our UK target demographic: 1.Bird-watching baby boomers 2.Outdoorsy sport-loving adventure dad 3.Kid-friendly family fun mom
16.	What is the percentage of tourists and visitors to Lee County from the UK and what is the target for UK visitor growth over the next three years?
Answer	Here is the link for annual visitor reports https://www.leevcb.com/education-and-resources/statistics/annual-visitor-profile-summary-reports Please note the UK numbers include Ireland and there is no specific breakdown for Scandinavia. As we enter the pandemic recovery phase, we have not established a target for visitations from any specific market due to travel restrictions. Goals will be established once travel resumes, initial benchmark would be 2019 numbers as a starting point.
17.	Can you confirm the FTE headcount that you have previously had working on the account?
Answer	In the past, we had an account director, one account manager for sales and marketing, one account manager for PR and one support staff.
18.	Can you share the % split of your budget across the 3 markets UK / Ireland / Scandinavia in a typical year?
Answer	The split is to be determined by the proposer with final approval by Lee VCB. UK provides the largest share in visitations to Lee County across all three regions. The proposer should reflect the share in line with their strategy to grow the maximum number of visitations to Lee County.
19.	We have noted that the chart in 10.1.2 references the estimated event costs to be paid by the VCB budget v's proposer's budget. Is the intention that VCB's budget will cover any USA-based delegates attending events/shows, and that the proposer's budget is to cover any UK-based delegates attending? If so, can you confirm how often VCB delegates come into the market in a typical year?
Answer	The VCB budget referenced in 10.1.2. covers show and trade show registrations for The Beaches of Fort Myers and Sanibel to participate in, regardless of location. VCB US delegates presence in market varies by events and activities planned for the year, pre-COVID on average 2 -3 times per fiscal year.
20.	Do you plan to attend WTM? If so, please can you confirm if the booth space and any design / build costs will need to come from the proposer's budget?

Answer	All trade show related costs like registration, booth and design will be paid by VCB budget. For 2021 we do not plan to attend WTM.
21.	Do you have any on-going or pre-existing commitments that will be carried forward and should be budgeted for?
Answer	Any commitments, for instance, memberships are being renewed when needed upon approval and marketing or sales commitments are done during the fiscal year and budgeted for within that same time frame.
22.	For fam trips and press visits, we would normally assume that we would need to allocate budget towards travel/ flight costs, but that the on-the-ground costs would come from a local budget – is that assumption correct?
Answer	For familiarization trips, the goal is to get flights sponsored in partnership with airlines and/or tour operators to minimize the cost. The proposer will cover any travel expenses accrued either by a staff member escorting the FAM or transportation of journalists/trade professionals to the destination. If a staff member escorts the FAM in destination, expenses shall be covered for meals/fuel/tolls and others approved previously by Lee VCB staff member. Lee County VCB will cover accommodation in destination as well as some meals and transportation. All FAMs are subject to prior approval including itineraries and proposed budget.
23.	TAB 4: Personnel – point 5 refers to ‘additional resources <i>exclusive of personnel</i> ’. As this tab of the brief is related to personnel, could you be more specific on what sort of resources you are anticipating being described here?
Answer	This may refer to any additional resources available to the proposing firm; for example, access to research, in-house printing, satellite offices, membership at associations – industry networks, established data base of media contacts, etc. This section allows for the proposer to name resources that would contribute to the contract in addition to the personnel structure proposed.
24.	Form 1 references sunbiz.org – are overseas companies required to be registered with this website?
Answer	See Addendum 2. A Sunbiz registration is not required for a foreign company to conduct business with Lee County BOCC and will not be required as part of Form 1 of the Solicitation Response Form. Any foreign company submitting a proposal without a Sunbiz certificate will not be found unresponsive.

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

David Jones

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Posted Date: April 14, 2021

Solicitation No.: RFP210186DWJ

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

Subject: Addendum Number 4

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. **REVISION TO SUBMITTAL REQUIREMENTS & EVALUATION CRITERIA**

The following shall be revised where indicated as it pertains to TAB 5: Detailed Proposal - PERSONNEL HOURLY RATE:

Existing: Provide both a domestic and international rate for anticipated personnel such as:

Replace with: Provide a breakdown of the hourly rates per personnel working on the account and an estimated amount of hours dedicated for anticipated personnel such as:

All other elements and details of Tab 5 remain unchanged.

2. **ATTACHMENT: NONE**

3. **QUESTIONS/ANSWERS**

1.	The RFP mentions that we need to provide both a domestic and international rate for anticipated personnel, can you clarify what is meant by this?
Answer	<u>Please see revision to Submittal Requirements & Evaluation Criteria above. Rate shall be in USD and hourly.</u>

2.	Under the following section 10.1.2. 'VCB Trade Show Registrations table you have provided estimated costs to be paid for by the VCB and the Proposer. Can you advise if only the 'costs paid by Proposer' would come out of the \$300,000 annual budget and if yes, how are the costs typically allocated towards 'VCB Budget' and The 'The Proposer budget'?
Answer	<u>The VCB budget covers trade show and event registrations, this would be a separate budget from the annual budget \$300,000 included in this proposal. The proposer's budget would cover any travel expenses to attend a trade show or event on behalf of Lee VCB subject to prior approval. The costs are allocated during the budget plans phase and are proposed by the in market representation firm and approved by Lee VCB. For instance, registration for The Beaches of Fort Myers and Sanibel to be participating at WTM in London would be paid for by VCB Budget, the proposer needs to cover any travel expenses or miscellaneous costs that may accrue to successfully execute the show and meetings. All costs are subject to approval by Lee VCB staff.</u>

3.	To confirm the financial proposal is to be included within the main proposal under Tab 5: Detailed proposal?
Answer	<u>Yes, interested firms shall include their detailed financial proposal under Tab 5. Please be sure to review the Submittal Requirements & Evaluation Criteria listed on page 23 and TAB:5 details on page 25 of the proposal solicitation package.</u>

4.	Are you able to confirm the weighting between UK and Ireland and the Scandinavia markets?
Answer	The weighting is to be determined by the proposer with final approval by Lee VCB. UK provides the largest share in visitations to Lee County across all three regions. The proposer should reflect the share in line with their strategy to grow the maximum number of visitations to Lee County.

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.

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Posted Date: April 22, 2021

Solicitation No.: RFP210186DWJ

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

Subject: Addendum Number 5

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. OPEN DATE/BIDS DUE EXTENSION

FROM: April 22, 2021 @ 2:30 PM

TO: April 29, 2021 @ 2:30 PM

**** Notice to all bidders, the question deadline has now past. The County will not accept any additional questions as a result of the bid opening extension. ****

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.

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Lee County Procurement Management

EXHIBIT A

ATTACHMENT 1 – EUROPEAN UNION CONTROLLER-PROCESSOR AGREEMENT

This Data Processing Agreement addendum shall apply to the Contract between Four [Four Communications Ltd.] “Four” and [Lee County Visitor & Convention Bureau] “Client” dated _____ and any services delivered under these terms of business. This addendum is binding on both Four and the Client in relation to the processing of personal data as defined under data protection legislation in the United Kingdom. This agreement is deemed accepted by the Client upon signature.

CONTROLLER	TO	PROCESSOR	DATA	PROCESSING	CLAUSE
FOUR ACTING AS PROCESSOR (SERVICE PROVIDER) ON BEHALF OF CLIENT					

- 1.1 References in clause to “data controller”, data processor”, “processing”, “data protection officer” and “personal data” shall have the same meaning as defined in Data Protection Legislation.
- 1.2 “Client” means [Lee County Visitor & Convention Bureau], “Four” means Four [Four Communications Ltd.] and all parent, holding and subsidiary companies owned or controlled by FCG Worldwide Limited, and collectively the Client and Four will be jointly referred to as “the parties”.
- 1.3 The parties acknowledge and agree that in order to provide the Services, Four may process personal data. Schedule A sets out the subject matter and duration of the processing; nature and purpose of the processing; the type of personal data being processed; and the categories of data subject.
- 1.4 The parties agree that in respect of any personal data processed in connection with this Agreement that Client shall be the “data controller” (as defined in Data Protection Legislation) and Four or Sub Processor shall be the “data processor” (as defined in Data Protection Legislation).
- 1.5 Each party acknowledges and agrees that each party has respective rights and obligations under applicable Data Protection Legislation. Four shall, without prejudice to its other rights or obligations, in respect of its processing of such personal data:
 - (a) process the data only to the extent, and in such a manner, as is necessary for the purposes of this Agreement and in accordance with Client’s lawful written instructions from time to time and Four shall not process, nor permit the processing, of the data for any other purpose unless such processing is required by European Union or a law of a Member State to which Four is subject in which case Four shall notify Client in advance of its intention to carry out such processing and allow Four the opportunity to object. If Four is unsure as to the parameters of the instructions issued by Client and/or believes that Client’s instructions may conflict with the requirements of Data Protection Legislation or other applicable laws, Four may notify Client for clarification and provide reasonable details in support of any assertion that Client’s instructions may not be lawful;
 - (b) ensure the reliability of all its personnel who have access to the data and shall in particular ensure that any person authorised to process data in connection with this Agreement is subject to a duty of confidentiality;
 - (c) having regard to the state of technological development and the cost of implementing any measures, take such technical and organisational measures against the unauthorised or unlawful processing of data and against the accidental loss or destruction of, or damage to data, to ensure a level of security appropriate to: a) the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage of the data; and b) the nature of the data to be protected,
 - (d) at Client’s cost/subject to agreement on costs assist Client by using appropriate technical and organisational measures in responding to, and complying with, data subject requests;
 - (e) at Client’s cost/subject to agreement on costs provide Client with reasonable co-operation and assistance in relation to Client’s obligations and rights under Data Protection Legislation, taking into account the nature of the processing and the information available to the

processor, including providing Client and relevant Regulators (as applicable) with all information and assistance reasonably necessary to investigate security breaches, carry out privacy impact assessments or otherwise to demonstrate compliance by the parties with Data Protection Legislation;

- (f) at Client's cost/subject to agreement on costs, without undue delay notify Client, and provide such co-operation, assistance and information as Client may reasonably require if Four:
 - (i) receives any complaint, notice or communication which relates directly or indirectly to the processing of the personal data under this Agreement or to either party's compliance with Data Protection Legislation; and/or
 - (ii) becomes aware of any Security Breach;
- (g) keep at its normal place of business a written record of any processing of the data carried out in the course of the Services ("Records");
- (h) permit no more than once per year Client, its third-party representatives (who is not a competitor of Four) or a Regulator, on reasonable notice during normal business hours, but without notice in case of any reasonably suspected breach of this clause by Four, access to inspect, and take copies of, the Records for the purpose of auditing Four's compliance with its obligations under this clause. Four shall at Client's cost give all reasonably necessary assistance to the conduct of such audit;
- (i) may engage a sub processor to process data (or otherwise sub-contract or outsource the processing of any data to a third party) (a "Sub processor"), provided that it:
 - (i) notifies Client of any new or replacement Sub processors. If Client objects to the appointment of a new or replacement Sub processor, it shall notify Four within five business days. Client shall be deemed to have accepted the Sub processor if Four does not receive an objection with five Business Days. If the objection cannot be resolved by the parties within five Business Days of receipt by the Companies of the written objection, Four shall not be in breach of this Agreement to the extent it cannot provide its services or otherwise comply with its obligations as a result;
 - (ii) enters into a written contract with the Sub processor that:
 - (1) provides protections or guarantees that Sub processor considers necessary to implement appropriate technical and organisation measures in compliance with the Data Protection Legislation; and
 - (2) terminates automatically on termination or expiry of this Agreement for any reason; and
 - (iii) remains liable for all acts or omissions of the Sub processors as if they were acts or omissions of Four (except to the extent caused or exacerbated by Client).

As at the date of this Agreement, Four uses the sub-processors set out in Schedule A for the activities set out in Schedule A in connection with the provision of the Services;

- (j) at Client's cost return or destroy (as directed in writing by Client) all personal data it has in its possession and delete existing copies unless applicable law requires storage of the personal data.
- (k) Client acknowledges and agrees that personal data may be transferred to those locations set out in Schedule A in accordance with the transfer mechanisms set out in Schedule A ("Transfer Mechanism"). The parties agree that if the relevant Transfer Mechanism ceases to exist or is no longer considered to be a lawful method of transferring personal data outside of the European Economic Area ("EEA"), the parties shall have a good faith discussion and

agree an alternative lawful transfer mechanism and Four may cease or procure that the relevant third party ceases the processing of personal data until the parties have agreed an alternative transfer mechanism to enable the personal data to be transferred outside of the EEA in a compliant manner. Four shall not be in breach of this Agreement to the extent that the parties do promptly reach any such agreement.


- 1.6 Client agrees to comply with its obligations under applicable Data Protection Legislation in respect of the processing of personal data under or in connection this Agreement and shall in particular ensure that, as a condition of this Agreement, Four is lawfully permitted to process personal data on its behalf. Client shall indemnify Four on demand against all claims, liabilities, costs, expenses, damages and losses (including all interest, penalties and legal costs and all other professional costs and expenses) suffered or incurred by Four arising out of Client's breach of this clause 1.6 ("Claims"). Each party acknowledges that Claims include any claim or action brought by a data subject arising from Four's breach of its obligations in this clause.

1.7 For the purpose of this clause 1:

"Data Protection Legislation" means Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the GDPR, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable, any guidance notes and codes of practice issued by the European Commission and applicable national Regulators including the UK Information Commissioner;

"Regulator" means any regulatory body with responsibility for ensuring compliance with Data Protection Legislation.

"Security Breach" means accidental or deliberate, unauthorised or unlawful acquisition, destruction, loss, alteration, corruption, access, use or disclosure of personal data processed under to this Agreement or breach of Four's security obligations under this Agreement (including clause [1.4](c)).



Signed by

on behalf of Four [Four Communications Ltd.]

Date: 17 August 2021.

Date:

Signed by

On behalf of Client [Lee County Visitor & Convention Bureau]

Schedule A

Data Processing Services

This Schedule must include the following information:

- the subject matter and duration of the processing (e.g. it is necessary for Four to process personal data in order to provide Services under this Agreement for the duration of the Agreement)

<u>Subject Matter</u>	<u>Duration of processing</u>
Lee County Visitor & Convention Bureau United Kingdom, Ireland, & Scandinavia Representation. Processing of trade, media, and consumer data in order to deliver contract scope.	Three year duration of contract dated _____ (Contract ref: RFP210186DWJ)

- nature and purpose of the processing (e.g. Four may be required to access, receive, generate, store or otherwise process personal data in order to provide the Services);

<u>Nature of processing</u>	<u>Purpose of processing</u>
Data collection via participation in: Trade/Consumer shows Trade/Consumer competitions Trade/Consumer enquiries Familiarisation trips	For the marketing of The Beaches of Fort Myers & Sanibel (brand name of Lee County Visitor & Convention Bureau)

- the type of personal data being processed (e.g. names, addresses, emails, telephone numbers); and

<u>Type(s) of personal data</u>
Title/Name Position Postal Address Email Telephone Passport details (for business trips being organized on behalf of client)

- the categories of data subject (e.g. personnel of Client, personnel of Client's clients, personnel of Client's suppliers)

<u>Categories of data subject(s)</u>
Journalist Bloggers Tour Operators Travel Agents Car Hire Companies Hotel Companies Consumers

- Location of processing

<u>Location</u>	<u>Data Transfer Mechanism (if applicable)</u>
Four Communications Ltd., 2 Whitechapel Road, London, England, E1 1FX	N/A

- Permitted sub-processors and location of processing

<u>Name</u>	<u>Services</u>	<u>Location</u>	<u>Data Transfer Mechanism (if applicable)</u>
Mimecast Services Ltd	Email security and archiving	UK datacentres	N/A

EXHIBIT B

FEE SCHEDULE

For all services and work products described in Exhibit A, the County agrees to pay the Vendor as provided below. Total payments under this Agreement shall not exceed \$300,000.00 United States dollars (USD) annually.

TRAVEL EXPENSES, BILLING, AND REIMBURSEMENT

The Vendor shall, in addition to the hourly rate as set forth herein, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs for travel when performing services under this agreement. All requests for reimbursement must be accompanied by copies of receipt(s) or other reasonable documentation showing payment by the vendor.

Reimbursables may not exceed or cause annual fee to exceed \$300,000.00 USD.

Reimbursable expenses are subject to approval by the County. Unallowable reimbursement includes, but is not limited to travel rewards or benefits programs which are considered non-transferable. The Vendor shall submit a request for reimbursement no less than monthly which shall include a description of the expense, and explanation of the Vendor's related business activities, and a complete copy of the detailed receipt. The County will 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 the County.

All approved expenses will be reimbursed at actual cost except for meals, mileage and gratuity, which shall be reimbursed as further described below.

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

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

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

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

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

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

TIPS & GRATUITIES - Pursuant to Florida Administrative Code Rule 69 1-42.010, tips and gratuities are reimbursable as follows (and as updated time to time by the State of Florida).

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

Event	Location	Date	City	Contractor Budget
Fees	UK/Ireland/ Scandinavia	Annual	n/a	144,000
Trade sales budget				
Sales calls/Physical training costs	UK/Ireland/ Scandinavia	Annual	n/a	5,050
Islandfindings.com Learning Hub - Scandinavian market extension	Scandinavia	Annual	n/a	3,000
Islandfindings.com Learning Hub - Maintenance fee	UK/Ireland	Annual	n/a	1,300
Islandfindings.com Trade Promotion	UK/Ireland/ Scandinavia	Annual	n/a	6,000
Sales Mission (sales & PR)	UK/Ireland/ Scandinavia	April	London/Dublin/Jutland or Gothenburg TBC/Stockholm	14,000
Tour Operator Product Event	UK/Ireland	December	London	2,000
Tour Operator Product Event	Scandinavia	January	Copenhagen	2,000
Agent fam trip - UK/Ireland (assumed flight seats cost)	UK/Ireland	May	n/a	6,000
Agent fam trip - Scandinavia (assumed flight seats cost)	Scandinavia	May	n/a	6,000
Holidayworld Show	Ireland	January	Dublin	4,000
MAKTA	Finland	January	Helsinki	4,600
FDM Travel Consumer event	Denmark	October	Copenhagen	1,800
Ferie for Alle	Denmark	February	Herning	4,000
Visit USA Unite trade event	UK	March	London	500
IPW 2022 (UK attendance)	USA	June	Orlando	2,000
USA Travel Show	Denmark	November	Copenhagen	1,850
Newsletter to travel trade	Scandinavia	Oct / Apr	n/a	400
Marketing Budget				
Snapfish / Pixum 'MemoryTimes' partnership promotion	UK/Ireland	Jan - Mar		20,000
Tour operator coop marketing promotions	UK/Ireland/ Scandinavia	Oct/Jan/Feb/Mar/Sep		30,000
Paid influencer content partnerships	UK/Ireland	Jan/Feb/Mar		10,000
Social media content boosting	UK/Ireland	Annual		3,500
PR Budget				
Press clippings	UK/Ireland	Annual		5,000
Press clippings	Scandinavia	Annual		2,400
Media relations	UK/Ireland	Annual		1,300
Media relations	Scandinavia	Annual		1,300
Group Media Trip (assumed flight seats cost)	UK/Ireland	Oct		6,000
*Scandinavia Group media trip every other year				
Individual Media Trips	UK/Ireland	tbv - year round		4,000
Individual Media Trips	Scandinavia	tbv - year round		4,000
Media Lunch event	UK/Ireland	December		2,000
Media Lunch event	Scandinavia			2,000
Total				300,000

Position	Hourly rates US\$
CEO / Managing Director	\$199
Head of Sales and Marketing, Travel and Tourism	\$145
Account Director	\$105
Senior Sales & Marketing Account Manager (UK/Ireland)	\$96
Senior PR Account Manager (UK/Ireland)	\$96
Account Executive (UK/Ireland)	\$70
Admin Support	\$61

EXHIBIT C

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. **Public Liability Insurance** - 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

- b. **Employer's Liability** - 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

***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."**



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 "Noted Interest" on the professional indemnity coverages.***

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.
3. 30 day notice shall be provided to the County, prior to cancellation or modification of the insurance policy, and shall be emailed to the Lee County BoCC Risk Manager at risk@leegov.com.

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.

For and on behalf of Four Communications Ltd:

Date:

17 August 2021

COUNTRY

STATE OF ENGLAND

COUNTY OF LONDON

(CITY)

Signature

NAR WILLIAMS, CHIEF EXECUTIVE

Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 17th day of AUGUST, 2021, by the above-named person and in their stated capacity, and is either personally known to me or who has produce the following as identification: PASSPORT OF GREAT BRITAIN AND NORTHERN IRELAND

NUMBER 55679 4921.

[Stamp/seal required]

Signature, Notary Public

Patrick John O'SHEA
Notary Public of London, England
My Commission expires with life.

