

**AGREEMENT FOR
LEE COUNTY VISITOR & CONVENTION BUREAU
VISITOR GUIDE BOOK**

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 Miles Partnership, LLLP, a Florida limited liability limited partnership, whose address is 6751 Professional Pkwy. W., Suite 200, Sarasota, FL 34240, and whose federal tax identification number is 02-0761406, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase publication services for the Lee County Visitor & Convention Bureau Visitor Guide, inclusive of creative design, content development, printing and delivery, from the Vendor in connection with the solicitation "Visitor & Convention Bureau – Visitor Guide Book" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. RFP200282CJV on April 24, 2020 (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 October 20, 2020; and,

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

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

I. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all products and services for the Purchase, a more specific description of the Project Scope of Services is set forth in DETAILED SPECIFICATIONS Section 3. Detailed Scope of Project, Deliverables, and Project Provisions of RFP200282CJV, a photocopy of said section(s) being attached hereto and incorporated by reference as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. RFP200282CJV, 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.

II. TERM AND DELIVERY

- A. This Agreement shall commence immediately upon the effective date and shall continue on an as-needed basis for a term of three (3) years, with the option to renew for three (3) additional one-year periods, upon mutual written agreement of both parties. The effective date shall be the date the Lee County Board of County Commissioners awarded the Solicitation to the Vendor.

III. COMPENSATION AND PAYMENT

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

IV. METHOD OF PAYMENT

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.
- B. The Vendor shall submit invoices for payment to the County for those specific products and services as described in Exhibit A and in accordance with Exhibit B, Fee Schedule, as tasks relative to this contract are completed.
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

V. ADDITIONAL PURCHASES

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

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

VI. LIABILITY OF VENDOR

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

VII. VENDOR'S INSURANCE

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

VIII. RESPONSIBILITIES OF THE VENDOR

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

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

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

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

IX. OWNERSHIP OF PRODUCTS

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

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

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

XI. COMPLIANCE WITH APPLICABLE LAW

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

XII. TERMINATION

- A. The County shall have the right at any time upon thirty (30) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or 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 reserves the right to require Vendor to repay amounts previously paid by the County to the Vendor due to untimely completion of services, untimely delivery of product, inadequate completion of services, or inadequate product delivered, and the Vendor shall comply with such demand within thirty (30) calendar days.
- D. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

XIII. DISPUTE RESOLUTION

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

XIV. STOP WORK ORDER

The County may, at any time, by written order to the Vendor, require the Vendor to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Vendor. Upon receipt of such an order, the Vendor shall immediately

comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Vendor shall not resume work unless specifically so directed in writing by the County. The County may take one of the following actions:

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

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

XV. VENDOR WARRANTY

- A. All products provided under this Agreement shall be new 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.

XVI. MISCELLANEOUS

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

altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.

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

Vendor's Representative:

Name: Nate Huff
Title: Senior Vice President
Address: 6751 Professional Pkwy. W., Ste. 200
Sarasota, FL 34240
Telephone: 941-342-2310
Facsimile: NA
E-mail: nate.huff@milespartnership.com

County's Representatives:

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

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

[The remainder of this page intentionally left blank.]

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

WITNESS:

Signed By: Jay Scallen
Print Name: Jay Scallen

MILES PARTNERSHIP, LLLP

Signed By: Nate Huff
Print Name: Nate Huff
Title: Senior Vice President
Date: 11/17/2020

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: [Signature]
CHAIR

DATE: 12/28/2020

ATTEST:
CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY: Joyce Townsend
DEPUTY CLERK



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

BY: Andrea Fraser
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A
SPECIFICATIONS OR SCOPE OF SERVICES
DETAILED SPECIFICATIONS

1. GENERAL SCOPE OF PROJECT

1.1. Lee County Board of County Commissioners seeks to contract with a qualified Vendor to provide the Lee County Visitor & Convention Bureau with a turn-key solution for publishing its signature Visitor Guide inclusive of creative design, content development, printing and delivery. Publication serves as a primary marketing tool for Lee County (branded as The Beaches of Fort Myers and Sanibel).

2. INTRODUCTION AND BACKGROUND

2.1. The Lee County Visitor & Convention Bureau (VCB) is the official marketing and promotional agency for visitation to Lee County and its 11 geographic regions. 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". The Tourist Development Council (TDC) is a nine-member Council appointed as an advisory committee by the Lee County Board of County Commissioners (the "County"). TDC members oversee the tourist development tax fund, provide direction on programs and budget, and review the expenditures of the VCB.

2.2. The VCB serves the broader interests of the economy of Lee County in Southwest Florida by acting as an industry leader to market the entire area globally, facilitate travel to the area, and preserve and protect the area's unique attributes for the continual benefit of its residents and the travel and tourism industry.

2.3. The Visitor Guide will be developed through the cooperation of the VCB and the Vendor, and be facilitated under the supervision of a dedicated project management professional in the direct employ of the Vendor.

3. DETAILED SCOPE OF PROJECT, DELIVERABLES, AND PROJECT PROVISIONS

3.1. The County on behalf of the VCB seeks a turn-key solution for publishing its signature Visitor Guide inclusive of creative design, content development, printing and delivery. The publication serves as a primary marketing tool for Lee County (branded as The Beaches of Fort Myers and Sanibel). Presently, the print version of the guide is distributed primarily through mail fulfillment from online and phone orders, as well as at Visitor Services kiosks located throughout Southwest Florida International Airport (RSW). The digital version is available for review and download at www.FortMyers-Sanibel.com. The County is seeking a three-year Visitor Guide publication contract for calendar years 2021, 2022 and 2023. Aside from specific functionality, the Visitor Guide shall meet the following overarching goals and objectives:

3.1.1. Introduce Lee County, FL as one of the world's best tourism destinations and inspire people to visit.

3.1.2. Serve as the official reference source for travel to Lee County, FL, including maps and points of interest of various neighborhoods and communities. Provide accurate, current, comprehensive information to visitors in a visually appealing, user-friendly way.

3.1.3. Position Lee County, FL as an authentic, natural, family-friendly destination through a variety of fresh editorial content, photos and trip ideas/itineraries. Facilitate the ease of navigation throughout Lee County, FL.

3.1.4. Demonstrate creative solutions for inclusion of tourism partner's business listings for lodging accommodations, attractions, activities and benchmark events.

3.2. Vendor shall think "outside of the box" in terms of design, layout and size. The guide shall be consistent with the established brand voice for The Beaches of Fort Myers and Sanibel and shall promote industry partners through creative content and a complimentary business directory (listings). The Vendor shall promote creativity in all aspects of services provided under this Agreement. **NO PAID ADVERTISING IS PERMITTED IN THE VISITOR GUIDE.**

- 3.3. Print version finished size, binding/stitching type, paper weight, cover execution, and page count shall be determined through coordination, and shall receive final approval, by the County VCB authorized representative. 4/4 color process shall be utilized throughout print version/guide. Print versions shall be in the English language only. Printing quantities shall be 110,000 annually, inclusive of accommodation listings.
- 3.4. A digital version of the printed guidebook shall be provided in English, French, Spanish, and German and be optimized across all devices for optimal viewing.

End of Detailed Specifications.

In addition to the Detailed Specifications above, Vendor shall provide services in accordance with the provisions outlined in the Detailed Proposal from the Exhibit B, Fee Schedule, below.

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

Posted Date: May 28, 2020

Solicitation No.: RFP200282CJV

Solicitation Name: Visitor & Convention Bureau Visitor Guide Book

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.

OPENING DATE EXTENDED

From: June 2, 2020 at 2:30 P.M.
To: June 24, 2020 at 2:30 P.M.

1. ADDITIONS/DELETIONS

- a. **DELETE:** ~~1.2 Submittal package may not exceed 10 pages printed single-sided; page restriction excludes required forms found herein and dividers. PLEASE INCLUDE PAGE TABS/SECTION DIVIDERS so that those evaluating your submittal can easily compare each section with others that are submitted. If any of the information provided by the Proposer is found to be, in the sole opinion of the Evaluation Committee and Procurement Management Director, substantially unreliable their proposal may be rejected.~~
- b. **ADD:** 1.2 Submittal package may not exceed **15 pages** printed single-sided; page restriction excludes required forms found herein and dividers. **PLEASE INCLUDE PAGE TABS/SECTION DIVIDERS** so that those evaluating your submittal can easily compare each section with others that are submitted. If any of the information provided by the Proposer is found to be, in the sole opinion of the Evaluation Committee and Procurement Management Director, substantially unreliable their proposal may be rejected.

2. QUESTIONS/ANSWERS

1.	Does the publication have to remain in the current size for distribution purposes or can we propose an alternative format?
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Answer	The publication does not have to remain in the current size. The VCB is open to exploring new ideas.
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2.	Can we include an appendix with additional information related to our ideas and approach that is outside the 10-page limit?
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Answer	Page restriction has been changed from 10 pages to 15 pages. See Addition/Deletion section above.
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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.

Christy VanAllen

Christy VanAllen, Procurement Analyst
 Direct Line: 239-533-8839
 Lee County Procurement Management



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

Posted Date: June 1, 2020

Solicitation No.: RFP200282CJV

Solicitation Name: Visitor & Convention Bureau - Visitor Guide Book

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.

3. CLARIFICATION

- a. Regarding Terms & Conditions Section 29. CONTRACT ADMINISTRATION, Subsection 29.5. Records, Super-subsection Section 29.5.4 Ownership, it is the County's intent to negotiate copyright and intellectual property ownership with the top ranked firm.
 - i. *29.5.4. Ownership: It is understood and agreed that all documents, including detailed reports, plans, original tracings, specifications and all data prepared or obtained by the successful proposer in connection with its services hereunder, include all documents bearing the professional seal of the successful proposer, and shall be delivered to and become the property of Lee County, prior to final payment to the successful proposer or the termination of the agreement. This includes any electronic versions, such as CAD or other computer aided drafting programs.*
- b. Regarding Terms & Conditions Section 30. WAIVER OF CLAIMS, Subsection 30.1., for the purpose of this solicitation package, this clause has been reconsidered and deleted.
 - i. **30. WAIVER OF CLAIMS**
30.1. Once this contract expires, or final payment has been requested and made, the awarded vendor shall have no more than thirty (30) calendar days to present or file any claims against the County concerning this contract. After that period, the County will consider the vendor to have waived any right to claims against the County concerning this agreement.

4. DELETE

~~30. WAIVER OF CLAIMS~~

~~30.1. Once this contract expires, or final payment has been requested and made, the awarded vendor shall have no more than thirty (30) calendar days to present or file any claims against the County concerning this contract. After that period, the County will consider the vendor to have waived any right to claims against the County concerning this agreement.~~

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.

Christy VanAllen

Christy VanAllen, Procurement Analyst

Direct Line: 239-533-8839



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

Posted Date: June 8, 2020

Solicitation No.: RFP200282CJV

Solicitation Name: Visitor & Convention Bureau – Visitor Guide Book

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.

5. QUESTIONS/ANSWERS

1.	As part of the 15 page proposal, shall we include our proposal for mailings and deliveries which your agency provides to us as these requests are received, perhaps on a weekly basis? Should we propose quantities that we have used in our experience with other such fulfillment requirements?
Answer	As indicated in Section 3 Detailed Scope Of Project, Deliverables, And Project Provisions (Pages 18-19) of the Detailed Specifications, the visitor guides are distributed through mail fulfillment and phone orders, as well as Kiosks. However, mail fulfillment is not one of the deliverables of this contract. The County has a contract in place with a vendor utilized for mail fulfillment, located in Tarpon Springs, Florida.
2.	The size of your current book has me curious about how it mails. In a small envelope? Does not seem to fit a standard size envelope at the current size. A change in size will be included in our proposal to be a bit more standard and perhaps lighter in weight. But are we to bid on the actual envelope at this point, also?
Answer	This solicitation is for creative design, content development, printing and delivery. The bulk shipment of the visitor guides would be delivered to the mail fulfillment vendor, located in Tarpon Springs, Florida. The County may request some visitor guides be bulk shipped to our offices in Fort Myers, Florida. Finally, there will be requests for bulk shipment to the County's international mail fulfillment office. However, the County will pay for the international shipping costs.

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.

Christy VanAllen

Christy VanAllen, Procurement Analyst
Direct Line: 239-533-8839



Tab 5: Detailed Proposal

Miles Partnership prides itself on providing transparent pricing with clear deliverables. We also recognize that project needs can change, and we strive to create flexibility in contracts so that our clients can choose to leverage our expertise in the way that creates the most benefit for them.

Together, we can refine deliverables and pricing based on your team's needs. Outlined below is a breakdown of our proposed cost.

Paper, Printing and Freight: \$90,000/TBD

We will collaborate with your team to determine the best size and specs for your needs.

Production: \$90,000

Includes all art direction, graphic design, content strategy, development, editorial, pre-production, project management and account service.

Digital Guide: \$20,000

Creation of the digital guide, including translated digital versions in French, Spanish and German.

Project Cost Summary:

Paper and Printing for 110,000 copies:	\$ 79,000
Freight for 110,000 copies:	\$ 11,000
Production:	\$ 90,000
Digital Guide and translations:	\$ 20,000
TOTAL:	\$200,000

Personnel Hourly Rate: All personnel listed within Tab 4 are billed at a blended hourly rate of \$145.

Added Value for Lee County

We understand the importance of distributing content beyond official sources. As a part of this proposal, we'll provide an added distribution channel for your Visitor Guide content on Places.Travel, an emerging travel resource for young Millennials (followed closely by older Millennials and Gen Z). With a goal of 1,000,000 pageviews in 2020 and strong engagement, the Places.Travel audience is doubling every 60 days. Miles will migrate and editorialize your Visitor Guide content into articles, videos and points of interest and build a custom themed environment on Places.Travel that aligns with your brand. Calls to action for guide ordering, download and newsletter signup will be included. Additionally, we will also provide two industry webinars covering digital footprint management and SEO basics to help better educate and inform your partners in today's changing times. We'd work closely with you to schedule these webinars at a time that is most convenient.

MilesPartnership.com

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EXHIBIT C

INSURANCE REQUIREMENTS



Lee County Insurance Requirements

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

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence
\$2,000,000 general aggregate
\$1,000,000 products and completed operations
\$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of

\$1,000,000 combined single limit (CSL), or
\$500,000 bodily injury per person
\$1,000,000 bodily injury per accident
\$500,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

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

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

Revised 03/19/2018 – Page 1 of 2



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.

**EXHIBIT D
VENDOR BACKGROUND SCREENING AFFIDAVIT**



**VENDOR BACKGROUND
SCREENING AFFIDAVIT**

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

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

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

Date: 11-17-2020

Handwritten signature of Nate Huff in blue ink.

Signature

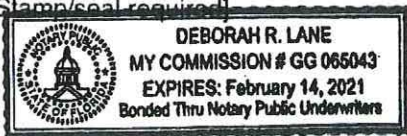
STATE OF Florida
COUNTY OF Sarasota

Name/Title

Nate Huff / Senior Vice President

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 17th day of November, 2020, 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: Driver's license

[Stamp/seal required]



Handwritten signature of Deborah R. Lane in blue ink.

Signature, Notary Public