



## **NOTICE OF REQUEST FOR PROPOSALS**

**NOTICE IS HEREBY GIVEN TO PROSPECTIVE PROPOSERS** that **no later than 3:00 P.M. on April 25, 2012** the Monroe County Purchasing Office will receive sealed proposals for the following:

**Request for Proposals (RFP) – European Sales Agency based in the United Kingdom for Monroe County Tourist Development Council covering United Kingdom; Ireland; Scandinavia; Italy; France; Germany; Austria; Switzerland; Benelux, and Holland**  
**RFP-TDC-\_\_\_\_\_2012-PUR/CV**

Requirements for submission and the selection criteria may be requested from DemandStar by Onvia at [www.demandstar.com](http://www.demandstar.com) or call toll-free at 1-800-711-1712. The Request for Proposals and all supporting documentation are public records and may be obtained from the Monroe County Purchasing Office, located at 1100 Simonton St., Key West, FL 33040. Technical questions should be directed, via e-mail, to the Administrative Office of the Tourist Development Council at [adminasst@fla-keys.com](mailto:adminasst@fla-keys.com). Any addenda to this RFP shall be distributed to vendors on the list of DemandStar distributees for this RFP.

Proposers must submit **one (1) signed original plus one (1) disc or (1) flash drive containing a complete copy of the proposal in .pdf form, plus six (6) complete paper copies of the proposal** in a sealed envelope clearly marked on the outside, **“REQUEST FOR PROPOSALS – European Sales Agency based in the United Kingdom for Monroe County Tourist Development Council covering United Kingdom; Ireland; Scandinavia; Italy; France; Germany; Austria; Switzerland; Benelux, and Holland”**

addressed to:

**Monroe County Purchasing Office  
1100 Simonton Street, Room 1-213  
Key West, FL 33040  
Phone: (305) 292-4464  
Fax: (305) 292-4465**

**All Proposals must be received by the County Purchasing Office before 3:00 P.M. on April 25, 2012.** Any proposals received after this date and time will be automatically rejected.

**Dated at Key West this \_\_\_ day of \_\_\_\_\_ 2012.** Monroe County Purchasing Department

**MONROE COUNTY BOARD OF COUNTY  
COMMISSIONERS**

**REQUEST FOR PROPOSALS**

**European Sales Agency based in the United Kingdom for Monroe  
County Tourist Development Council covering United Kingdom;  
Ireland; Scandinavia; Italy; France; Germany; Austria;  
Switzerland; Benelux, and Holland**

**MONROE COUNTY TDC**

Ms. Rita Irwin, Chairperson

Mr. Harry Appel

Mr. James Bernardin

Mayor Craig Cates

Mr. George Fernandez

Ms. Ronnie Harris

Mr. Lou Hernandez

Mayor David Rice

Mr. Douglas Wright

Marketing Director

Harold Wheeler

**All responses submitted to this solicitation should be addressed to and received no later  
than 3:00 P.M., April 25, 2012 at:**

**Monroe County Purchasing Office**

**1100 Simonton Street, Room 1-213**

**Key West, FL 33040**

**Attention: REQUEST FOR PROPOSALS: European Sales Agency based in the United  
Kingdom for Monroe County Tourist Development Council covering United Kingdom;  
Ireland; Scandinavia; Italy; France; Germany; Austria; Switzerland; Benelux, and  
Holland**

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**SECTION ONE**  
**INSTRUCTION TO PROPOSERS**

**1.01 DESCRIPTION**

The Proposer awarded an agreement shall be based in the United Kingdom and provide European Sales Agency Services for Monroe County Tourist Development Council (TDC) covering United Kingdom; Ireland; Scandinavia; Italy; France; Germany; Austria; Switzerland; Benelux; Holland and other European markets as outlined in the annual marketing plan. (The Proposer shall sub-contract with a German sales agency and other European Sales agencies as directed by the TDC Marketing Director). The agreement will provide for the agency to act as a Provider to the TDC, and shall provide services as outlined within specifications in Section III of this RFP.

**1.02 COPIES OF PROPOSAL DOCUMENTS**

- A. Only complete sets of Proposal Documents will be issued and shall be used in preparing responses. The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets.
- B. Complete sets of Proposal Documents may be obtained in the manner and at the location stated in the Notice of Request for Proposals.

**1.03 PROPOSAL REQUIREMENTS**

**One (1) signed original, plus one (1) disc or (1) flash drive with complete copy of proposal as a .pdf, and six (6) complete paper copies of the Proposal must be received.**

**1.04 DISQUALIFICATION OF PROPOSERS**

- A. **NON-COLLUSION AFFIDAVIT:** Any person submitting a Proposal in response to this invitation must execute the enclosed NON-COLLUSION AFFIDAVIT. If it is discovered that collusion exists among the Proposers, the Proposal of all participants in such collusion shall be rejected, and no participants in such collusion will be considered in future Proposals for the same work.
- B. **PUBLIC ENTITY CRIME:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on an agreement to provide any goods or services to a public entity, may not submit a Proposal on an agreement with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases or perform work as a contractor, supplier, subcontractor, or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.
- C. **DRUG-FREE WORKPLACE FORM:** Any person submitting a Proposal in response to this invitation must execute the enclosed DRUG-FREE WORKPLACE FORM and submit it with his Proposal. Failure to complete this form in every detail and submit it with your Proposal may result in immediate disqualification of your Proposal.

D. PROPOSALS RECEIVED AFTER DEADLINE: Any Proposal submitted after the RFP deadline of **April 25, 2012** will automatically be disqualified.

E. Proposer claiming a local preference must complete the enclosed Local Preference Form.

### **1.05 EXAMINATION OF RFP DOCUMENTS**

A. Each Proposer shall carefully examine the Request for Proposal (RFP) and other agreement documents, and inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress, or performance of the work to be performed under the agreement. Ignorance on the part of the Proposer will in no way relieve him of the obligations and responsibilities assumed under the agreement.

B. Should a Proposer find discrepancies or ambiguities in, or omissions from, the specifications, or should he be in doubt as to their meaning, he shall at once notify the County.

### **1.06 INTERPRETATIONS, CLARIFICATIONS, AND ADDENDA**

No oral interpretations will be made to any Proposer as to the meaning of the agreement documents. Any inquiry or request for interpretation received seven (7) or more days prior to the date fixed for opening of responses will be answered. All such answers will be made in writing in the form of an addendum and, if issued, will be mailed or sent by available means to all known prospective Proposers prior to the established Proposal opening date. Each Proposer shall acknowledge receipt of such addenda in the space provided in the response form attached to the Proposal document. In case any Proposer fails to acknowledge receipt of such addenda or addendum, his response will nevertheless be construed as though it had been received and acknowledged and the submission of his response will constitute acknowledgment of the receipt of same. All addenda are a part of the Proposal documents and each Proposer will be bound by such addenda, whether or not received by him. It is the responsibility of each Proposer to verify that he has received all addenda issued before responses are opened.

Written portions of all Proposals become the property of the Monroe County TDC upon receipt and will not be returned to Proposer. The Monroe County TDC shall have the right to use all ideas or adaptations of the ideas contained in any Proposal received in response to this RFP. Selection or rejection of the Proposal will not affect this right.

All Proposals received will be reviewed by the Monroe County TDC Marketing Director and Director of Sales (Staff). The Staff will recommend an agency to the Monroe County Tourist Development Council (TDC) at their meeting of June 12, 2012. Contract negotiations shall be entered into after TDC approval of agency, and the final contract will be presented to TDC for approval. **No contact regarding this RFP will be allowed between the applicant and individual members of the TDC Board. The applicant shall not lobby, solicit, or act to influence TDC Board in any way that may have an effect on the outcome of the competition, discussion or negotiations leading to the award of an agreement.**

### **1.07 GOVERNING LAWS AND REGULATIONS**

The Proposer is required to be familiar with and shall be responsible for complying with all federal, state, and local laws, ordinances, rules, and regulations that in any manner affect the work.

## 1.08 PREPARATION OF RESPONSES

Signature of the Proposer: The Proposer must sign the response forms in the space provided for the signature. If the Proposer is an individual, the words “doing business as \_\_\_\_\_”, or “Sole Owner” must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the Firm name and the words “Member of the Firm” should be written beneath such signature. If the Proposer is a corporation, the title of the officer signing the Proposal on behalf of the corporation must be stated along with the Corporation Seal Stamp and evidence of his authority to sign the Proposal must be submitted. The Proposer shall state in the response the name and address of each person interested therein.

### 1.08.1 SUBMISSION OF RESPONSES

- A. **Proposers must submit one (1) signed original, plus one (1) disc or (1) flash drive containing a complete copy of proposal as a .pdf, plus six (6) complete paper copies of the Proposal.** No waivers shall be allowed for responses which have not been submitted to the County Purchasing Department by **3:00 p.m.** on the deadline date.
- B. The response shall be submitted in one (1) sealed envelope/box, which shall be marked so as to clearly indicate its contents and the name of the Proposer. If forwarded by mail, the above-mentioned envelope shall be enclosed in another envelope addressed to the entity and address stated in the Notice of Request for Proposals, and preferably by special delivery, registered mail; if forwarded otherwise than by mail, it shall be delivered to the same address. Responses will be received until the date and hour stated in the Notice of Request for Proposals.
- C. Each Proposer shall submit with their Proposal the required evidence of their qualifications and experience.
- D. Finalist shall be notified in writing after the TDC staff review proposals and make a recommendation to the TDC for approval. **No contact regarding this RFP will be allowed between the applicant and TDC Board.**

## 1.09 DETERMINATION OF SUCCESSFUL PROPOSER

Award shall be made to the responsible proposer whose proposal is determined to be the most advantageous to the TDC and County, taking into consideration the evaluation criteria set forth below:

Experience and Qualifications	30 points
Written Presentation	30 points
Financial Ability to Provide Services	20 points
Service Capability to Monroe County	10 points
*If Firm is located in Monroe County (local preference)	10 points

**Total points earned are on a scale of 1 – 100 points (1 = lowest 100 = highest)**

\*To be entitled to the local preference, the Proposer must submit with their proposal a copy of a valid receipt for business tax, issued by the Monroe County Tax Collector within the past year. In addition, the proposer must certify that the proposer maintains a physical business address located within Monroe

County, from which the proposer does business on a day-to-day basis. Post office boxes are not acceptable.

The TDC and County reserves the right to reject any and all responses and to waive technical errors and irregularities as may be deemed best for the interests of the TDC and County. Responses that contain modifications are incomplete, unbalanced, conditional, obscure, or that contain additions not requested or irregularities of any kind, or that do not comply in every respect with the Instruction to Proposer and the contract documents, may be rejected at the option of the TDC and County.

## **1.10 CONTENT OF SUBMISSION**

The Proposal submitted in response to this Request for Proposal shall be typed on 8-1/2" x 11" white paper; shall be clear and concise and provide the information requested herein. Statements submitted without the required information will not be considered. Responses shall be organized and sections noted at top of page. Since oral presentations or demonstrations may not be solicited, the Proposer should not withhold any information from the written response. Each Proposer must submit adequate documentation to certify the Proposer's compliance with the County's requirements. Proposer should focus specifically on the information requested. Additional information, unless specifically relevant, may distract rather than add to the Proposer's overall evaluation.

**We advise that prior to completing the Proposal, the Proposer should review the Terms and Conditions Specific to European Sales Agency RFP outlined in Section Three to ensure the capability to handle the Scope of Services required by the Monroe County TDC.**

**The Proposal should be set up as follows:**

### **A. COVER PAGE**

A cover page that states "**REQUEST FOR PROPOSALS - European Sales Agency based in the United Kingdom for Monroe County Tourist Development Council covering United Kingdom; Ireland; Scandinavia; Italy; France; Germany; Austria; Switzerland; Benelux, and Holland**" The cover page should contain name, address, telephone number of Proposer, and the name of the Proposer's contact individual or corporate officer authorized to execute agreements.

### **B. SECTIONS**

#### **Section 1. Narrative Self-Analysis**

The Proposer should provide a brief description of the Proposer's agency, date of establishment, ownership, organizational structure, and mission statement.

The Proposer should provide a summary of any industry awards or recognition given to the agency, preferably for tourism promotion.

#### **Section 2. References**

Each Proposer shall provide references for which the Proposer has provided the same or similar services. Each reference shall include, at a minimum:

- Name and full address (including website address) of reference organization
- Name of contact person for agreement/contract
- Telephone number(s)

Date of initiation of agreement/contract with reference  
Brief summary comparing the referenced services to these proposed services

### **Section 3. Account Information**

Proposer shall provide the following information:

- a) Brief description of the agency's statewide, national and international accounts.
- b) List the largest private sector current accounts. Briefly describe the types of services rendered for each account.
- c) List and briefly describe sales accounts relative to the travel and tourism industry.
- d) For any current governmental accounts, list and describe the services rendered.
- e) Provide a statement to show the agency's willingness, if awarded an agreement and if there should be a conflict between Monroe County and an existing account, to consider terminating the existing account.

### **Section 4. Financial Statements, Accounting and Bookkeeping Procedures**

Proposer shall submit a financial statement and company account for all revenues and expenses related to the provision of services under this agreement pursuant to generally accepted accounting principles. Proposer shall provide the following:

- a) A set of financial statements (Cash Flow, Income and Expenditure, Balance Sheet), preferably with an audit opinion, for each of the two most recent fiscal years.
- b) A statement as to whether accounting for billing purposes is performed in-house or by a contracted accountant.
- c) A statement regarding the Proposer's ability to respond to government purchase orders; and
- d) A statement outlining the procedures that will be used to issue invoices in the billing of services for the TDC.

### **Section 5. Staff Information**

- a) Proposer shall include a list of the proposed staff positions, and describe each of their qualifications and experience that will be dedicated to the account if awarded this agreement.
- b) List the total number of staff with qualifications and experience, and list the number and type of minorities, using the federal definitions, included in the staff.

### **Section 6. Service Capability to Monroe County**

- a) Describe agency administrative facilities.
- b) Provide agency website address for review.
- c) Provide statement acknowledging that the agency would agree not to represent any new tourism/destination clients within the State of Florida without the approval of the Monroe County TDC.
- d) Provide copies of documentation showing authorization to do business in the State of Florida.

### **Section 7. Compensation**

- a) Agency Fee: The annual fee will be the administrative costs for all staff and contract services by the provider.

- b) Reimbursement Expenditures: The agency will be reimbursed for all actual expenses incurred for trade show registrations; trade show exhibit expenses; coordination fee for presentation for trade shows, exhibits, special projects; special promotions; travel and entertainment; postage and carriage expenses; industry memberships; printing costs; translations of text for materials; long distance telephone expenses, and other operating expenses as outlined and approved each year within the annual marketing plan, and have been approved in advance by the TDC according to Monroe County Procurement Policies.
- c). Compensation will be discussed during agreement/contract negotiations.
- d). Staff selection from Request for Proposal requirements in no way constitutes a commitment by the Monroe County Tourist Development Council or the County until agreement/contract is agreed upon by both parties.

**Section 8. Written Presentation**

The Agency is to provide a comprehensive outline of a Sales marketing program to promote the Florida Keys as a primary tourism destination in Florida on behalf of the Monroe County Tourist Development Council for European/International travelers in the United Kingdom; Ireland; Scandinavia; Italy; France; Germany; Austria; Switzerland; Benelux; Holland. The outline should include objectives, priorities, markets, strategies and methods. Give examples of how each method could be implemented during program planning. Objectives should include how the agency will promote the awareness and image of the five (5) separate destinations of the Florida Keys: Key Largo, Islamorada, Marathon, Big Pine Key & the Lower Keys, and Key West.

No contact regarding this presentation or RFP will be allowed between the bidder and individual members of the TDC Board.

**Section 9. Pending Litigation**

The Proposer shall describe any pending litigation in which the Proposer is involved as a result of provision of any services which are described herein.

**Section 10. County Proposal Forms**

Proposer shall complete and execute the Proposal forms specified below and found at the designated pages in this RFP, and shall include them in Section Five:

	<b>Pages</b>
Response Form	23
Non-Collusion Affidavit	24
Ethics Clause	25
Drug Free Workplace	26
Local Preference Form	27

Copies of all current professional licenses and copies of business tax receipts shall be included in this Section.

**Section 11. Other Information**

Provide any additional information which will present evaluators with insight about the qualifications, fitness and abilities of Proposer.

## **Section 12. Request for Proposal Checklist**

Please review and complete the Request for Proposal Checklist (page 28) included in this RFP. Those applicants not submitting all items requested will automatically be disqualified.

### **1.11 MODIFICATION OF RESPONSES**

Written modifications of Proposals after the initial submission will be accepted from Proposer only if addressed to the entity and address indicated in the Notice of Request for Proposals and received prior to Proposal due date and time.

### **1.12 RESPONSIBILITY FOR RESPONSE**

The Proposer is solely responsible for all costs of preparing and submitting the response, regardless of whether an agreement/contract award is made by the County.

### **1.13 RECEIPT AND OPENING OF RESPONSES**

Responses will be received until the designated time and will be publicly opened and read aloud at the appointed time and place stated in the Notice of Request for Proposals. Monroe County's representative authorized to open the responses will decide when the specified time has arrived and no responses received thereafter will be considered. No responsibility will be attached to anyone for the premature opening of a response not properly addressed and identified. Proposer or their authorized agents are invited to be present.

### **1.14 DETERMINATION OF SUCCESSFUL PROPOSER**

The County reserves the right to reject any and all responses and to waive technical errors and irregularities as may be deemed best for the interests of the County. Responses that are incomplete, unbalanced, conditional, obscure, or which contain additions not requested or irregularities of any kind, or which do not comply in every respect with the instruction to Proposers, and the agreement documents, may be rejected at the option of the County.

### **1.15 AWARD OF AGREEMENT/CONTRACT**

- A. If the award of an agreement is annulled, the County may award the agreement to another Proposer or the work may be re-advertised or may be performed by other qualified personnel as the County decides.
- B. An agreement/contract will be awarded to the Proposer deemed to provide the services which are in the best interest of the County.
- C. The County also reserves the right to reject the response of a Proposer who has previously failed to perform properly or to complete contracts of a similar nature on time.
- D. The recommendations of the TDC will be presented to the Board of County Commissioners of Monroe County (BOCC), Florida, for final approval of agreement/contract.

## **1.16 EXECUTION OF AGREEMENT/CONTRACT**

The Proposer to whom an agreement is awarded will be required to return to the County one (1) signed original agreement together with the required certificates of insurance.

## **1.17 INSURANCE**

The Proposer shall defend, indemnify and hold harmless the County as outlined on the attached form on page 22.

## **SECTION TWO**

### **GENERAL TERMS AND CONDITIONS**

#### **2.01 DEFINITIONS**

Wherever used in these General Conditions or in the other agreement/contract documents the terms below have the meanings indicated which are applicable to both the singular and plural thereof. The use of the terms “he,” “him,” “himself,” or “his” shall refer to male and female persons alike and should not be construed as derogatory or discriminatory to female persons.

**RFP:** Abbreviation for Request for Proposal.

**Addenda:** Written or graphic instruments issued prior to the opening of Proposals which clarify, correct, or change the Proposal documents or the agreement/contract documents.

**Proposal Documents:** The advertisement or invitation calling for Proposals, instructions, and forms contained in this Request for Proposals (Response Form, Non-Collusion Affidavit, Lobbying and Conflict of Interest Clause, Drug Free Workplace) and the proposed agreement/contract documents (including all addenda issued prior to receipt of responses).

**Agreement/Contract Documents:** The Proposal documents, agreement, addenda (which pertain to the contract documents), the Proposer’s Proposal or response (including documentation accompanying the response and any post-response documentation submitted prior to the notice of award) when attached as an exhibit to the contract, these General Conditions, together with all amendments, modifications, and supplements.

**Compensation:** Compensation will be discussed during finalist presentations and final decision made during agreement/contract negotiations.

**Agreement/Contract Time:** The agreement shall be in force and binding on the County and the Firm for a period of three (3) years with an option for the County to extend for additional two (2) year period from the effective date of the contract.

**TDC:** Abbreviation for the Monroe County Tourist Development Council.

**Firm:** Entity with whom the County enters into an agreement/contract.

**Contractor:** The person, Firm, or corporation with whom the County has entered into the agreement.

**Effective Date of the Agreement:** The date indicated in the agreement on which it becomes effective, but if no such date is indicated it means the date on which the agreement is signed and delivered by the last of the two parties to sign and deliver.

**Laws and Regulations; Laws or Regulations:** Federal, state and local laws, rules, regulations, ordinances, codes and/or orders.

**Notice of Award:** The written notice to the apparent successful Proposer stating that upon compliance by the apparent successful Proposer with the conditions precedent enumerated therein, within the time specified, the County will sign and deliver the agreement.

**County:** The Monroe County Board of Commissioners with whom the Firm has entered into the agreement and for whom the work is to be provided.

**Specifications:** Those portions of the agreement documents consisting of written technical descriptions of materials and services required under the agreement.

**Written Amendment:** A written amendment of the agreement documents, signed by the County and the Firm on or after the effective date of the agreement.

**Failure to Execute Required Forms:** Failure to execute the required forms shall result in entity being disqualified and the response will be rejected.

## **2.02 PROPOSER'S RESPONSIBILITIES**

### **2.02.1 Supervision and Personnel**

The Proposer shall supervise and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the agreement documents.

### **2.02.2 Parts, Materials, and Equipment**

Unless otherwise specified in the agreement, the Proposer shall furnish and assume full responsibility for all services, materials, equipment, labor, transportation, machinery, tools, and all other incidentals necessary for the completion of the work.

### **2.02.3 Taxes**

The Proposer shall pay all sales, consumer, use and other similar taxes required to be paid by the Proposer in accordance with the laws and regulations of the place of the project which are applicable during the performance of the work. The County is not liable for sales or use taxes.

### **2.02.4 Compliance with Laws**

The Proposer shall comply with all applicable laws and regulations of federal, state and local governments.

**SECTION THREE**  
**TERMS AND CONDITIONS SPECIFIC TO EUROPEAN SALES AGENCY**

**(United Kingdom; Ireland; Scandinavia; Italy; France; Germany; Austria; Switzerland; Benelux; Holland)**

**The European Sales agency services shall include, but not be limited to, the following:**

1. Provide services to develop a sales and marketing campaign for Florida Keys in the United Kingdom, Ireland, Scandinavia, Italy, France; Germany; Austria; Switzerland; Benelux; Holland and other international markets as outlined in the annual marketing plan
2. Provide administrative offices, staff, promotional materials and promotional services in the United Kingdom, Ireland, Scandinavia, Italy, France; Germany; Austria; Switzerland; Benelux; Holland and other international markets as outlined in the annual marketing plan.
3. Provide travel trade (tour operators, travel agencies, meeting planners) and consumer marketing assistance, materials, and training to help develop travel to the Florida Keys.
4. Provide trade and consumer promotional fulfillment program.
5. Provide telephone information services assistance program.
6. Provide photo library to assist travel industry.
7. Provide promotional assistance to Airline Industry that support travel to Florida Keys.
8. Provide staff services to travel trade and consumer shows as outlined in the Sales and Marketing Plan and as directed by the Director of Sales
9. Provide quarterly reports on consumer confidence, economic indicators, and business trends.
10. Provide monthly reports to the TDC.
11. Conduct a minimum of monthly conference call with Director of Sales regarding sales activities, opportunities, and updates on promotional events.
12. Provide Director of Sales with a show re-cap (trip report) after each promotional event to weigh its effectiveness and recommend future participation.
13. Act as liaison with TDC Public Relations Agency in applicable markets.
14. Act as liaison with Visit Florida offices where applicable.
15. Act as liaison with TDC Advertising and Web Provider agencies of record
16. Provide administrative services expenses such as telephone, fax, email, and web based communication (Skype, Face time, etc.), courier services, and copy machine.
17. Provide review and recommendations for web site within specific markets.

18. Provide review and recommendations for content on social networking sites within specific markets.
19. Provide representation and act as liaison with various visit USA Committees.
20. Act as liaison with our fulfillment houses with regard to promotional material inventory
21. Provide bi-annual review and update to Travel Agent Educational Portals where applicable.
22. Provide annual Tour Operator Inventory Report with year on year comparison
23. Provide annual report on the marketing goals set within the previous fiscal year. Report would list goals, action taken, how they were achieved and reasons why certain goals may not have been completed.
24. Provide the establishment and management of agreements with a sub-agency in Germany for European/International markets and programs, and other European agencies as directed by the TDC Marketing Director (All sub-agencies to be pre-approved by the TDC Marketing Director)

**A draft agreement has been furnished in Section Four. The Scope of Services may change before negotiating the final agreement between the parties.**

**SECTION FOUR**  
**DRAFT AGREEMENT**

THIS AGREEMENT (“agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between Monroe County, a political subdivision of the state of Florida, (“County”) and \_\_\_\_\_, a corporation (“Firm”).

WITNESSETH:

WHEREAS, Firm is based in the United Kingdom and is qualified to provide European Travel Services in the United Kingdom; Ireland; Scandinavia; Italy; France; Germany; Austria; Switzerland; Benelux and Holland which promote tourism; and

WHEREAS, the Monroe County Tourist Development Council (TDC) is an advisory body to County and has recommended to County that Firm be awarded an agreement for European travel agency services in the United Kingdom; Ireland; Scandinavia; Italy; France; Germany; Austria; Switzerland; Benelux; Holland and

WHEREAS, County desires to enter into this agreement for European travel services with the Firm;

NOW, THEREFORE, the parties agree as follows:

1. Term: The term of this agreement is for a period of three (3) years beginning October 1, 2012 and expiring on September 30, 2015. The County has an option to extend this agreement for an additional two (2) year period beyond the initial award period upon the same terms, upon 90 days prior written notice of the agreement extension to Firm.
  
2. Scope of Services: In consideration of the base monthly contractual amount, Firm shall provide the following services to promote the Florida Keys as a primary destination in Florida on behalf of Monroe County for travelers from the United Kingdom, Ireland, Scandinavia, Italy; France; Germany; Austria; Switzerland; Benelux; Holland and other European markets as outlined in the annual marketing plan
  - Provide services to develop a sales and marketing campaign for the Florida Keys in the United Kingdom, Ireland, Scandinavia, Italy, France, Germany, Austria, Switzerland, Benelux, Holland, and other international markets as outlined in the annual marketing plan
  - Provide administrative offices, staff, promotional materials and promotional services in the United Kingdom, Ireland, Scandinavia, Italy, France, Germany, Austria, Switzerland, Benelux, Holland, and other international markets as outlined in the annual marketing plan.
  - Provide travel trade (tour operators, travel agencies, meeting planners) and consumer marketing assistance, materials, and training to help develop travel to the Florida Keys.
  - Provide trade and consumer promotional fulfillment program.
  - Provide telephone information services assistance program.
  - Provide photo library to assist travel industry.
  - Provide promotional assistance to Airline Industry that support travel to the Florida Keys.
  - Provide staff services to travel trade and consumer shows as outlined in the Sales and Marketing Plan and as directed by the Director of Sales
  - Provide quarterly reports on consumer confidence, economic indicators, and business trends.
  - Provide monthly reports to the TDC.

- Conduct a minimum of monthly conference calls with Director of Sales regarding sales activities, opportunities, and updates on promotional events.
- Provide Director of Sales with a show re-cap (trip report) after each promotional event to weigh its effectiveness and recommend future participation.
- Act as liaison with TDC Public Relations Agency in applicable markets.
- Act as liaison with Visit Florida offices where applicable.
- Act as liaison with TDC Advertising and Web Provider agencies of record.
- Provide administrative services expenses such as telephone, fax, email, and web based communication (Skype, FaceTime, etc.), courier services, and copy machine.
- Provide review and recommendations for website within specific markets.
- Provide review and recommendations for content on social networking sites within specific markets.
- Provide representation and act as liaison with various Visit USA Committees.
- Act as liaison with our fulfillment houses with regard to promotional material inventory.
- Provide bi-annual review and update to Travel Agent Educational Portals where applicable.
- Provide annual Tour Operator Inventory Report with year-on-year comparison.
- Provide annual report on the marketing goals set within the previous fiscal year. Report would list goals, action taken, how they were achieved and reasons why certain goals may not have been completed.
- Provide the establishment and management of agreements with a sub-agency in Germany for European/International markets and programs, and other European agencies as directed by the TDC Marketing Director (All sub-agencies to be pre-approved by the TDC Marketing Director)

3. Monthly Reports: Firm shall provide to TDC Administrative Office, 1201 White Street, Suite 102, Key West, Florida, monthly reports and document the results of services each month of the year. Reports shall include all of the following:

- Sales reports on attended trade shows
- Number of sales calls carried out
- Number of enquiries received
- Number of fulfillment packs issued
- New Product Development reports
- News from Travel Trade where applicable
- Feedback from tour operators regarding booking trends
- Monthly invoices

4. Compensation: Firm shall be compensated in an amount of \$\_\_\_\_\_ (\_\_\_\_\_ Dollars) per year, excluding any reimbursable expenses to perform the Scope of Services. The Firm shall submit to the TDC Administrative Office twelve monthly billings for \$\_\_\_\_\_ (\_\_\_\_\_ Thousand Dollars) for staff and contracted services in arrears. Payments shall be sent by County directly to (insert name and address of Firm).

Reimbursable expenses to perform the Scope of Services must be supported by necessary documentation and are as follows:

- Trade Show registrations
- Trade Show Exhibit expenses
- Coordination fee for presentation for trade shows, exhibits, special projects
- Special Promotions
- Travel and Entertainment

- Postage and Carriage expenses
  - Industry Memberships
  - Printing costs
  - Translations of text for materials
  - Long distance telephone expenses
  - Courier expenses
  - Other operating expenses as outlined and approved each year within the annual Marketing Plan.
5. Records – Access and Audits: The Firm shall maintain adequate and complete records to justify all charges, expenses, and costs incurred in performing the work for at least four (4) years after completion of this agreement. The County shall have access to such books, records, and documents concerning the contracted services. The access to and inspection of such books, records, and documents by the TDC/County shall occur at any reasonable time. Firm understands that it shall be responsible for repayment of any and all audit exceptions identified by TDC/County. Any current or subsequent agreement awards will be offset by the amount of any audit exceptions. In the event there are not funds still held by TDC/County for an agreement award, the amount of audit exception shall be billed to Firm who shall promptly pay same. Records may be subject to disclosure pursuant to Chapter 119, Florida Statutes.
  6. Agency of Record: Firm shall act as the agency of record of the County/TDC for all European Sales services in the United Kingdom, Ireland, Scandinavia, Italy and France; Germany; Austria; Switzerland; Benelux and Holland, except as mutually agreed otherwise, and for the performance of related or special services as requested by the TDC.
  7. Indemnification and Hold Harmless: Firm agrees to indemnify and hold harmless Monroe County, its TDC Board of Directors, officers, agents, and employees against any claim of liability, losses and causes of action which may arise out of, in connection with, or by reason of services provided in the fulfillment of this agreement. It agrees to pay all claims and losses and shall defend all suits filed due to the negligent acts, errors or omissions of its employees and/or agents, including related court costs.
  8. Property Rights: The County shall own and have all rights subject to regulations and talent agreements, to any and all copy, photos, films, video and other promotional materials which the Firm prepared or purchased for the County's account pursuant to a program, campaign, or project which the TDC has approved in writing, regardless of whether such material was published, displayed, broadcast, distributed or otherwise presented prior to the termination of the agreement, provided the County has paid for same in accordance with the provisions of this agreement.
  9. Approval and Changes: The TDC shall have the sole and exclusive right to approve, modify, reject, or cancel any and all plans, proposals, submissions and other work in progress, in which case the TDC's directions shall be immediately implemented. However, nothing in this agreement shall be construed as requiring the Firm to violate any contractual commitments to media made on the TDC's behalf. All contractual commitments to media require the TDC's prior written approval. The County shall only be liable for charges approved in writing prior to the Firm entering into such contractual commitment.
  10. Termination: Either party shall have the right to cancel this agreement at its sole discretion with or without cause upon ninety (90) days prior written notice to the other party. Firm shall deliver to the County all papers, equipment, and other material related to the work performed under the agreement or developed or created pursuant to this agreement upon any termination.

11. Exclusive Representation: Firm agrees that it will not represent any private resort or attraction or other destination within Monroe County or other county or city destinations within the State of Florida without prior written approval from the TDC and County.
12. Disclosure of Financial Interest: Firm agrees to disclose within thirty (30) days of the execution of this agreement any existing financial interest in the business of its suppliers or providers utilized in fulfillment of this agreement, and shall disclose said interests as they may arise from time to time.
13. Laws and Regulations: It shall be understood and agreed that any and all services, materials and equipment shall comply fully with all local, state and federal laws and regulations.
14. Taxes: The County and TDC are exempt from federal excise and State of Florida sales and use tax.
15. Finance Charges: The County and TDC will not be responsible for any finance charges.
16. Relations of County/TDC and Firm: It is the intent of the parties hereto that Firm shall be legally considered as an independent contractor and that neither it nor its employees shall, under any circumstances, be considered servants or agents of the County and TDC. County and TDC shall at no time be legally responsible for any negligence on the part of Firm, its employees or agents, resulting in either bodily or personal injury or property damage to Firm, any individual, or corporation.
17. Disclosure: Firm shall be required to list any or all potential conflicts of interest, as defined by Florida Statutes chapter 112 and Monroe County Code and shall disclose to the County and TDC all actual or proposed conflicts of interest, financial or otherwise, direct or indirect, involving any client's interest which may conflict with the interest of the County and TDC.
18. Force Majeure: Firm shall not be liable for delay in performance or failure to perform, in whole or in part, the services due to the occurrence of any contingency beyond its control or the control of any of its subcontractors or suppliers, including labor dispute, strike, labor shortage, war or act of war, whether an actual declaration thereof is made or not, insurrection, sabotage, riot or civil commotion, act of public enemy, epidemic, quarantine restriction, accident, fire, explosion, storm, flood, drought or other act of God, act of any governmental authority, jurisdictional action, or insufficient supply of fuel, electricity, or materials or supplies, or technical failure where Firm has exercised reasonable care in the prevention thereof, and any such delay or failure shall not constitute a breach of this agreement. However, Firm shall, within one week of such event, make alternative arrangements to ensure that services continue uninterrupted.
19. Assignment: Firm shall not assign, transfer, convey, sublet or otherwise dispose of this agreement, or of any or all of its rights, title or interest therein, or its power to execute such agreement to any person, new owner, company or corporation without prior written consent of the County.
20. Compliance With Laws – Non Discrimination: Firm shall comply with all international, federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, age, or national origin in the performance of work under this agreement. This agreement shall be subject to all international, federal, state, and local laws and ordinances.

21. Governing Law/Venue: This agreement shall be governed and construed by and in accordance with the laws of the State of Florida and constitutes the entire agreement between the County and Firm. Venue for any dispute shall be in Monroe County.
22. Entire Agreement: This writing embodies the entire agreement and understanding between the parties hereto, and there are not other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. Any amendment to this agreement shall not be effective unless it is in writing recommended by the TDC and approved by the County and signed by both parties.
23. Severability: If any provisions of this agreement shall be held by a Court of competent jurisdiction to be invalid or unenforceable, the remainder of this agreement, or the proposal of such provision other than those as to which it is invalid or unenforceable, shall not be affected thereby; and each provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.
24. Authority: Each of the signatories for the Firm below certifies and warrants that:
  - a) Firm's name in the agreement is the full name as designated in its corporate charter.
  - b) He/she is empowered to act on this agreement for the Firm.
  - c) This agreement has been approved by the Firm's Board of Directors.
25. Ethics Clause: Firm warrants that he/it has not employed retained or otherwise had act on his/its behalf any former County office or employee in violation of Section 2 or Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of the provision the County may, at its discretion terminate this agreement without liability and may also, at its discretion, deduct from the agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former or present County officer or employee.
26. Public Entity Crime Statement: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on an agreement to provide any goods or services to a public entity, may not submit a bid on an agreement with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written

(SEAL)  
Attest: Danny L. Kolhage, Clerk

Board of County Commissioners  
of Monroe County

\_\_\_\_\_  
Deputy Clerk  
(CORPORATE SEAL)  
Attest:  
By \_\_\_\_\_  
Secretary

\_\_\_\_\_  
Mayor/Chairman  
Firm:  
By \_\_\_\_\_  
President

\_\_\_\_\_  
Print Name  
**OR TWO WITNESSES**  
(1) Witness \_\_\_\_\_

\_\_\_\_\_  
Print Name  
(2) Witness \_\_\_\_\_

**SECTION FIVE**  
**INSURANCE REQUIREMENTS AND**  
**RESPONSE FORMS REQUIRED BY MONROE COUNTY, FLORIDA**

**RISK MANAGEMENT  
POLICY AND PROCEDURES  
AGREEMENT ADMINISTRATION MANUAL**

**Indemnification and Hold Harmless  
for  
Other Contractors and Subcontractors**

The Firm covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Firm or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act of omission of the Firm or its Subcontractors in any tier, their employees, or agents.

In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the Firm's failure to purchase or maintain the required insurance, the Firm shall indemnify the County from any and all increased expenses resulting from such delay.

The first ten dollars (\$10.00) of remuneration paid to the Firm is for the indemnification provided for above.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

**RESPONSE FORM**

**RESPONSE TO: MONROE COUNTY BOARD OF COUNTY COMMISSIONERS  
c/o PURCHASING DEPARTMENT  
GATO BUILDING, ROOM 1-213  
1100 SIMONTON STREET  
KEY WEST, FLORIDA 33040**

I acknowledge receipt of Addenda No.(s) \_\_\_\_\_

I have included:

Proposal \_\_\_\_\_ Ethics Clause \_\_\_\_\_  
Non-Collusion Affidavit \_\_\_\_\_ Drug Free Workplace Form \_\_\_\_\_  
Local Preference Form \_\_\_\_\_

In addition, I have included a current copy of the following professional licenses and business tax receipts:

\_\_\_\_\_

**(Check mark items above, as a reminder that they are included.)**

Mailing Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

\_\_\_\_\_ Fax: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Witness: \_\_\_\_\_

(Seal)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

**NON-COLLUSION AFFIDAVIT**

I, \_\_\_\_\_ of the city of \_\_\_\_\_ according to law on my oath, and under penalty of perjury, depose and say that:

I am \_\_\_\_\_ of the Firm of \_\_\_\_\_ the Proposer making the Proposal for the project described in the Notice of Request for Proposals for:

\_\_\_\_\_ and that I executed the said Proposal with full authority to do so; and

1. The prices in this Proposal have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to Proposal opening, directly or indirectly, to any other Proposer or to any competitor;
3. No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit, or not to submit, a Proposal for the purpose of restricting competition; and
4. The statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding agreements for said project.

\_\_\_\_\_  
(Signature of Proposer)

\_\_\_\_\_  
(Date)

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_ who, after first being sworn by me, (name of individual signing) affixed his/her signature in the space provided above on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**ETHICS CLAUSE**

**SWORN STATEMENT UNDER ORDINANCE NO. 10-1990**  
**MONROE COUNTY, FLORIDA**

\_\_\_\_\_ warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of this provision the County may, in its discretion, terminate this agreement without liability and may also, in its discretion, deduct from the agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_ who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

## DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

---

(Name of Business)

1. Publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Gives each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notifies the employees that, as a condition of working on the commodities or contractual services that are under Proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Imposes a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Makes a good faith effort to continue to maintain a drug-free workplace through implementation of this Section.

As the person authorized to sign the statement, I certify that this Firm complies fully with the above requirements.

---

Proposer's Signature

---

Date

**LOCAL PREFERENCE FORM**

A. Vendors claiming a local preference according to Ordinance 023-2009 must complete this form.

Name of Proposer/Responder \_\_\_\_\_ Date: \_\_\_\_\_

1. Does the vendor have a valid receipt for the business tax paid to the Monroe County Tax Collector dated at least one year prior to the notice or request for bid or proposal? \_\_\_\_\_  
(Please furnish copy.)

2. Does the vendor have a physical business address located within Monroe County from which the vendor operates or performs business on a day to day basis that is a substantial component of the goods or services being offered to Monroe County? \_\_\_\_\_

List Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

B. Does the vendor/prime contractor intend to subcontract 50% or more of the goods, services or construction to local businesses meeting the criteria above as to licensing and location?  
\_\_\_\_\_

If yes, please provide:

1. Copy of receipt of the business tax paid to the Monroe County Tax Collector by the subcontractor dated at least one year prior to the notice or request for bid or proposal.

2. Subcontractor address within Monroe County from which the subcontractor operates:

\_\_\_\_\_ Tel. Number \_\_\_\_\_

\_\_\_\_\_ Print Name: \_\_\_\_\_

Signature and Title of Authorized Signatory for Bidder/Responder

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed above or who produced \_\_\_\_\_ as identification, and acknowledged that he/she is the person who executed the above Local Preference Form for the purposes therein contained.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name

My commission expires: \_\_\_\_\_

Seal

**SECTION SIX**  
**REQUEST FOR PROPOSAL CHECKLIST**

Please ensure that all items have been checked before submitting request for Proposal. Submit this checklist as the last page of your proposal.

- 1. Cover Page
- 2. Narrative Self-Analysis
- 3. References
- 4. Account Information
- 5. Financial Statements, Accounting and Bookkeeping Procedures
- 6. Staff Information
- 7. Service Capability to Monroe County
- 8. Compensation
- 9. Written Presentation
- 10. Pending Litigation
- 11. County Proposal Forms
- 12. Other Information
- 13. Completed Proposal Checklist