

EXECUTIVE SUMMARY

Recommendation to approve Amendment #1 to Contract #13-6080 with Jack Rabbit Systems, Inc. to provide enhanced Book Direct consumer services by adding five new booking options, authorize the Chairman to execute the Amendment, and make a finding that this expenditure promotes tourism.

OBJECTIVE: Obtain approval to enhance our tourism website with the latest on-line booking solutions and amend the service agreement with Jack Rabbit Systems, Inc.

CONSIDERATIONS: The CVB website www.paradisecoast.com has featured a hotel booking solution for many years through Jack Rabbit Systems, Inc. We have constantly tried to keep our website user friendly and make it easy for website visitors to book their vacations on-line. The Collier County CVB was one of the first destination marketing organizations to add a Facebook and mobile booking solution.

Jack Rabbit Systems, Inc. is our current provider of on-line hotel reservations and has recently announced five new enhancements. Each of these enhancements matches the specific needs we have been seeking to keep our website current with the needs of the traveling public.

1. Special Offers & Packages Search Engine - gives our customers the ability to match hotel reservations with special offers and packages available in our destination. Price for 30 properties = \$2,300 set up + annual fee of \$4,750.
2. Attractions & Events Search Engine - ability to reserve and purchase admission tickets to area attractions and special events in advance. Price for 20 attractions = \$1,500 Set up + \$3,200 annual fee.
3. Restaurant Search Engine - on line restaurant reservations using the Open Table database. Price for up to 100 restaurants \$2,125 set up + \$4,100 annual fee.
4. Airline Search Engine - facilitates the search for airline reservations matched to a date range the customer plans to visit our area. Price = \$1,440 + \$2,350 annual fee.
5. Trust You Review Scores - customer aggregated reviews on area accommodations aggregated from Trip Advisor and other user generated review sites. Price = \$1,000 annual fee.

We have the ability to add one or more of these services to our website at the costs listed above, or we can agree to all of these enhanced options at a highly discounted 25% off price of \$5,524 for the one time set up fee plus an annual fee of \$8,991. Staff recommends adding all five of these booking enhancements to our website.

The past year results with our current Jack Rabbit Systems, Inc./Book Direct hotel reservation system is as follows:

Net revenue on Book Direct reservations	\$254,109
Average stay revenue	\$1,783
ROI on stay revenue vs. Book Direct fee	22.86%
Average cost of referral to our hotels	\$0.55

FISCAL IMPACT: The additional cost to add all five options to our website of \$14,515 for the first year and \$8,991 per year for the next three years is available in Tourism Promotion Fund 184.

GROWTH MANAGEMENT IMPACT: There is no impact to the Growth Management Plan from this action.

LEGAL CONSIDERATIONS: This item has been approved as to form and legality and requires majority vote for approval. – CMG

RECOMMENDATION: Recommendation to approve Amendment #1 to Contract #13-6080 with Jack Rabbit Systems, Inc. to provide enhanced Book Direct consumer services by adding five new booking options, authorize the Chairman to execute the Amendment, and make a finding that this expenditure promotes tourism.

PREPARED BY: Jack Wert, Tourism Director

ATTACHMENTS: Contract #13-6080 and Amendment #1 to Contract #13-6080.

**EXHIBIT A-1 Contract Amendment #1 to Contract #13-6080
"Memorandum of Understanding for Tourism Booking Engine"**

This amendment, dated _____, 20__ to the referenced agreement shall be by and between the parties to the original Agreement, JackRabbit Systems, Inc.(to be referred to as "Vendor") and Collier County, Florida, (to be referred to as "Owner").

Statement of Understanding

RE: Contract # 13-6080 "Memorandum of Understanding for Tourism Booking Engine"

In order to continue the services provided for in the original Contract document referenced above, the Vendor agrees to amend the Contract as per the Supplemental Authorization Exhibit "A1-A" attached and incorporated herein by reference consistent with new Paragraph 12.

Paragraph 12. Book Direct Search Engine Enhancements: Special Offers & Packages, Attractions & Events, Flight/Air , Restaurant, plus the Trust You review service to the ParadiseCoast.com website for a one time implementation fee of \$5,524 and an annual license fee of \$8,991.

The term of this Amendment shall commence on the date this amendment is executed by both parties and remain in effect for the duration of the initial contract term, and shall be continued through the term of Contract #13-6080 and any applicable extensions.

Note: Language deleted has been ~~struck through~~. New language has been underlined.

All other terms and conditions of the agreement shall remain in force.

IN WITNESS WHEREOF, the parties have each, respectively, by an authorized person or agent, have executed this Amendment on the date(s) indicated below.

Accepted: _____, 20__

OWNER:
BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

Dwight E. Brock, Clerk

BY: _____

By: _____

Tom Henning, Chairman

Vendor First Witness

VENDOR:
JackRabbit Systems, Inc.

By: _____

By: _____

Print Name

Print Name and Title

Vendor Second Witness

By: _____

Print Name

Approved as to form and legality

CNT

Assistant County Attorney



Exhibit A1-A

**Collier County/Naples, Marco Island, Everglades CVB
Host Website Lease Agreement
Addendum for ParadiseCoast.com Website**

JackRabbit Systems and Collier County/Naples, Marco Island, Everglades CVB have agreed to add the following Book Direct Search Engines; Special Offers & Packages, Attractions & Events, Flight/Air, Restaurant, plus the TrustYou review service to the ParadiseCoast.com website for a one time implementation fee of \$5,524 and an annual license fee of \$8,991.

The term of this Addendum shall commence on the date this amendment is signed, and remain in effect for the duration of the initial agreement term, and shall automatically renew for three (3) additional terms (each an "Extension Term") of one (1) year each unless terminated by either party upon written notice given not later than sixty (60) days prior to the end of the initial or any Extension Term.

All other terms and conditions agreed upon within the current Agreement #13-680 as filed with Collier County between the two parties signed as executed on October 1, 2013 will be the same as with this Addendum Agreement.



Mr. Tom Rickert, Executive Vice President
JackRabbit Systems, Inc.
466 West San Francisco Street
Santa Fe, NM 87501
Telephone: 505-982-2233
FAX: 505-982-1077
Email: tom@jackrabbitsystems.com

Re: Memorandum of Understanding for 13-6080 Tourism Booking Engine

Mr. Rickert:

This Memorandum of Understanding is to document the mutual agreement between Collier County, hereinafter called the "County" and JackRabbit Systems, Inc, hereinafter called the "Vendor." This Memorandum of Understanding and the County Purchase Order Terms and Conditions, attached herein and incorporated by reference (see Attachment 1) shall serve as the contract and guiding principles of work performed by the Vendor for the County to replace the existing contract #10-5440 which commenced on October 23, 2011.

Statement of Work

As a part of this online hotel booking solution, the Vendor must provide the following services:

1. Real time hotel bookings on a site directly linked to our tourism website www.paradisecoast.com via "widget" and integrated user interface. Real time hotel bookings are made directly with the Naples, Marco Island, Everglades Convention & Visitors Bureau (CVB) lodging partners. The Vendor will drive direct referrals to the CVB's lodging partners to book directly with the properties and does not transact the reservation on behalf of the lodgings.
2. Booking site branded with CVB's Florida's Paradise Coast logo and brand graphics treatment.
3. No cost or fees to our destination hotels for bookings made on this site.
4. No cost to CVB for set up or conversion of data. An annual licensing fee paid by CVB is preferred.
5. All Collier County hotels must be included, or have the option to be included on the booking solution.
6. Booking solution design and implementation for non-branded hotels without a current booking solution such as boutique hotels, condo rental agents, realtor group vacation homes.
7. Mobile and desktop booking platforms.
8. Embedded interface for booking hotel rooms on CVB's Facebook page.

9. Access to additional booking services that may become available now or as enhancements in the future such as airline and attraction tickets, rental car reservations, and dining reservations.
10. Real time tracking reports of customers using the booking solution. Information provided on reports should include but are not limited to number of searches, referrals, clicks, and originating path information.
11. No commissions or fees will be charged/collected from Collier County hotels, and there is no revenue sharing to the CVB.

Term/Pricing

An extension of Contract #10-5440 pricing shall be in effect from February 21, 2013 to September 30, 2013 for the amount of twelve thousand, seven hundred and seventeen dollars and fifty cents (\$12,717.50)

The replacement contract 13-6080 shall then commence on October 01, 2013 for a three (3) year initial term. The County reserves the right to renew said contract with consent of the Vendor for three (3) additional one (1) year contract periods under the same terms and conditions. The total annual fee for all licenses and work under this contract is twenty three thousand, eight hundred and eighty-five dollars (\$23,885) per year.

If you have any questions, please contact me at the information below.

Respectfully,

Adam Northrup, Procurement Strategist
Email: adamnorthrup@colliergov.net
Telephone: (239) 252-6098
FAX: (239) 252-6302

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County and Vendor agree that the foregoing Letter of Understanding is the product of mutual negotiation between County and Vendor.

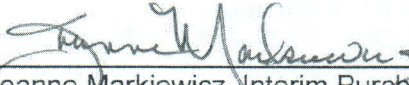
IN WITNESS WHEREOF, the Contractor and the County, have each, respectively, by an authorized person or agent, hereunder set their hands and seals on the date and year first above written.


~~ATTEST:
Dwight E. Brock, Clerk of Courts~~

~~By: _____
Dated: _____~~

~~(SEAL)~~

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: 
Joanne Markiewicz, Interim Purchasing/General
Services Director 2/4/13


First Witness

Melanie Morgan
↑Type/print witness name↑

CK Giacoma
Second Witness

Catherine K Giacoma
↑Type/print witness name↑

Jackrabbit Systems, Inc.
Contractor

By: 
Signature

Andrew Van Luchene CEO
Type/print signature and title

Approved as to form and
legal sufficiency:


Assistant County Attorney

Emily R. Pepin
Print Name

Attachment I: Standard Purchase Order Terms and Conditions

1. Offer

This offer is subject to cancellation by the COUNTY without notice if not accepted by VENDOR within fourteen (14) days of issuance.

2. Acceptance and Confirmation

This Purchase Order (**including all documents attached to or referenced therein**) constitutes the entire agreement between the parties, unless otherwise specifically noted by the COUNTY on the face of this Purchase Order. Each delivery of goods and/or services received by the COUNTY from VENDOR shall be deemed to be upon the terms and conditions contained in this Purchase Order.

No additional terms may be added and Purchase Order may not be changed except by written instrument executed by the COUNTY. VENDOR is deemed to be on notice that the COUNTY objects to any additional or different terms and conditions contained in any acknowledgment, invoice or other communication from VENDOR, notwithstanding the COUNTY'S acceptance or payment for any delivery of goods and/or services, or any similar act by VENDOR.

3. Inspection

All goods and/or services delivered hereunder shall be received subject to the COUNTY'S inspection and approval and payment therefore shall not constitute acceptance. All payments are subject to adjustment for shortage or rejection. All defective or nonconforming goods will be returned pursuant to VENDOR'S instruction at VENDOR'S expense.

To the extent that a purchase order requires a series of performances by VENDOR, the COUNTY prospectively reserves the right to cancel the entire remainder of the Purchase Order if goods and/or services provided early in the term of the Purchase Order are non-conforming or otherwise rejected by the COUNTY.

4. Shipping and Invoices

a) All goods are FOB destination and must be suitably packed and prepared to secure the lowest transportation rates and to comply with all carrier regulations. Risk of loss of any goods sold hereunder shall transfer to the COUNTY at the time and place of delivery; provided that risk of loss prior to actual

receipt of the goods by the COUNTY nonetheless remain with VENDOR.

- b) No charges will be paid by the COUNTY for packing, crating or cartage unless otherwise specifically stated in this Purchase Order. Unless otherwise provided in Purchase Order, no invoices shall be issued nor payments made prior to delivery. Unless freight and other charges are itemized, any discount will be taken on the full amount of invoice.
- c) All shipments of goods scheduled on the same day via the same route must be consolidated. Each shipping container must be consecutively numbered and marked to show this Purchase Order number. The container and Purchase Order numbers must be indicated on bill of lading. Packing slips must show Purchase Order number and must be included on each package of less than container load (LCL) shipments and/or with each car load of equipment. The COUNTY reserves the right to refuse or return any shipment or equipment at VENDOR'S expense that is not marked with Purchase Order numbers. VENDOR agrees to declare to the carrier the value of any shipment made under this Purchase Order and the full invoice value of such shipment.
- d) All invoices must contain the Purchase Order number and any other specific information as identified on the Purchase Order. Discounts of prompt payment will be computed from the date of receipt of goods or from date of receipt of invoices, whichever is later. Payment will be made upon receipt of a proper invoice and in compliance with Chapter 218, Fla. Stats., otherwise known as the "Local Government Prompt Payment Act," and, pursuant to the Board of County Commissioners Purchasing Policy.

5. Time Is Of the Essence

Time for delivery of goods or performance of services under this Purchase Order is of the essence. Failure of VENDOR to meet delivery schedules or deliver within a reasonable time, as interpreted by the COUNTY in its sole judgment, shall entitle the COUNTY to seek all remedies available to it at law or in equity. VENDOR agrees to reimburse the COUNTY for any expenses incurred in enforcing its rights. VENDOR further agrees that undiscovered delivery of nonconforming goods and/or services

is not a waiver of the COUNTY'S right to insist upon further compliance with all specifications.

6. Changes

The COUNTY may at any time and by written notice make changes to drawings and specifications, shipping instructions, quantities and delivery schedules within the general scope of this Purchase Order. Should any such change increase or decrease the cost of, or the time required for performance of the Purchase Order, an equitable adjustment in the price and/or delivery schedule will be negotiated by the COUNTY and VENDOR. Notwithstanding the foregoing, VENDOR has an affirmative obligation to give notice if the changes will decrease costs. Any claims for adjustment by VENDOR must be made within thirty (30) days from the date the change is ordered or within such additional period of time as may be agreed upon by the parties.

7. Warranties

VENDOR expressly warrants that the goods and/or services covered by this Purchase Order will conform to the specifications, drawings, samples or other descriptions furnished or specified by the COUNTY, and will be of satisfactory material and quality production, free from defects and sufficient for the purpose intended. Goods shall be delivered free from any security interest or other lien, encumbrance or claim of any third party. These warranties shall survive inspection, acceptance, passage of title and payment by the COUNTY.

8. Statutory Conformity

Goods and services provided pursuant to this Purchase Order, and their production and transportation shall conform to all applicable laws, including but not limited to the Occupational Health and Safety Act, the Federal Transportation Act and the Fair Labor Standards Act, as well as any law or regulation noted on the face of the Purchase Order.

9. Advertising

No VENDOR providing goods and services to the COUNTY shall advertise the fact that it has contracted with the COUNTY for goods and/or services, or appropriate or make use of the COUNTY'S name or other identifying marks or property without the prior written consent of the COUNTY'S Purchasing Department.

10. Indemnification

VENDOR shall indemnify and hold harmless the COUNTY from any and all claims, including

claims of negligence, costs and expenses, including but not limited to attorneys' fees, arising from, caused by or related to the injury or death of any person (including but not limited to employees and agents of VENDOR in the performance of their duties or otherwise), or damage to property (including property of the COUNTY or other persons), which arise out of or are incident to the goods and/or services to be provided hereunder.

11. Warranty of Non-Infringement

VENDOR represents and warrants that all goods sold or services performed under this Purchase Order are: a) in compliance with applicable laws; b) do not infringe any patent, trademark, copyright or trade secret; and c) do not constitute unfair competition.

VENDOR shall indemnify and hold harmless the COUNTY from and against any and all claims, including claims of negligence, costs and expense, including but not limited to attorneys' fees, which arise from any claim, suit or proceeding alleging that the COUNTY'S use of the goods and/or services provided under this Purchase Order are inconsistent with VENDOR'S representations and warranties in section 11 (a).

If any claim which arises from VENDOR'S breach of section 11 (a) has occurred, or is likely to occur, VENDOR may, at the COUNTY'S option, procure for the COUNTY the right to continue using the goods or services, or replace or modify the goods or services so that they become non-infringing, (without any material degradation in performance, quality, functionality or additional cost to the COUNTY).

12. Insurance Requirements

The VENDOR, at its sole expense, shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Purchase Order. Providing and maintaining adequate insurance coverage is a material obligation of the VENDOR. All insurance policies shall be executed through insurers authorized or eligible to write policies in the State of Florida.

13. Compliance with Laws

In fulfilling the terms of this Purchase Order, VENDOR agrees that it will comply with all federal, state, and local laws, rules, codes, and ordinances that are applicable to the conduct of its business. By way of non-exhaustive example, this shall include the American with Disabilities Act and all prohibitions against discrimination on



the basis of race, religion, sex creed, national origin, handicap, marital status, or veterans' status. Further, VENDOR acknowledges and without exception or stipulation shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the County shall have the discretion to unilaterally terminate said agreement immediately. Any breach of this provision may be regarded by the COUNTY as a material and substantial breach of the contract arising from this Purchase Order.

14. Force Majeure

Neither the COUNTY nor VENDOR shall be responsible for any delay or failure in performance resulting from any cause beyond their control, including, but without limitation to war, strikes, civil disturbances and acts of nature. When VENDOR has knowledge of any actual or potential force majeure or other conditions which will delay or threatens to delay timely performance of this Purchase Order, VENDOR shall immediately give notice thereof, including all relevant information with respects to what steps VENDOR is taking to complete delivery of the goods and/or services to the COUNTY.

15. Assignment

VENDOR may not assign this Purchase Order, nor any money due or to become due without the prior written consent of the COUNTY. Any assignment made without such consent shall be deemed void.

16. Taxes

Goods and services procured subject to this Purchase Order are exempt from Florida sales and use tax on real property, transient rental property rented, tangible personal purchased or rented, or services purchased (Florida Statutes, Chapter 212), and from federal excise tax.

17. Annual Appropriations

The COUNTY'S performance and obligation to pay under this Purchase Order shall be contingent upon an annual appropriation of funds.

18. Termination

This Purchase Order may be terminated at any time by the COUNTY upon 30 days prior written notice to the VENDOR. This Purchase Order may be terminated immediately by the COUNTY for breach by VENDOR of the terms and

conditions of this Purchase Order, provided that COUNTY has provided VENDOR with notice of such breach and VENDOR has failed to cure within 10 days of receipt of such notice.

19. General

- a) This Purchase Order shall be governed by the laws of the State of Florida. The venue for any action brought to specifically enforce any of the terms and conditions of this Purchase Order shall be the Twentieth Judicial Circuit in and for Collier County, Florida
- b) Failure of the COUNTY to act immediately in response to a breach of this Purchase Order by VENDOR shall not constitute a waiver of breach. Waiver of the COUNTY by any default by VENDOR hereunder shall not be deemed a waiver of any subsequent default by VENDOR.
- c) All notices under this Purchase Order shall be sent to the respective addresses on the face page by certified mail, return receipt requested, by overnight courier service, or by personal delivery and will be deemed effective upon receipt. Postage, delivery and other charges shall be paid by the sender. A party may change its address for notice by written notice complying with the requirements of this section.
- d) The Vendor agrees to reimbursement of any travel expenses that may be associated with this Purchase Order in accordance with Florida Statute Chapter 112.061, Per Diem and Travel Expenses for Public Officers, employees and authorized persons.
- e) In the event of any conflict between or among the terms of any Contract Documents related to this Purchase Order, the terms of the Contract Documents shall take precedence over the terms of the Purchase Order. To the extent any terms and /or conditions of this Purchase Order duplicate or overlap the Terms and Conditions of the Contract Documents, the provisions of the Terms and/or Conditions that are most favorable to the County and/or provide the greatest protection to the County shall govern.

