## EXECUTIVE SUMMARY

Recommendation to award ITB 16-6645 "Production of Tourism Guide" to Florida Homes Magazine, LLC d/b/a Fuse Media ("Fuse Media") and printing of the Tourism Guide to Customer First Inc. of Naples d/b/a Presstige Printing ("Presstige Printing") and make a finding that this action promotes tourism.

**<u>OBJECTIVE</u>**: Recommendation of staff selection of vendor to produce our annual Visitor Guide.

**<u>CONSIDERATIONS</u>**: Annually the Tourism Department produces a printed and digital Visitor Guide for the destination. At the conclusion of each contract term, Collier County requires a competitive bidding process. The Collier County Procurement Division developed ITB 16-6645- Production of Tourism Guide. The ITB was publicly advertised on May 10, 2016. E-mail notices were sent to 639 firms with 35 firms requesting full solicitation packages. Three bid responses were received by the due date of May 27, 2016. Two bids were for the full production and printing of the guide, and one bid was for the printing only of the guide. The recap of the bids is attached.

Staff recommends award of the production of the Tourism Guide to the responsive, qualified bidder, Fuse Media, Sarasota, Florida, and the printing of the Tourism Guide to Presstige Printing, Naples, Florida.

The results of the bid response from Fuse Media are as follows:

Turn Key printed Visitor Guide including, data collection, ad sales,	\$52,700
design, composition, set-up, production and proofing	
Cost for digital version of guide for website posting	\$1,000
Total Production Cost	\$53,700
Ad Revenue (\$119,000) shared with County (70% of total ad sales)	(\$83,300)
Net Cost to County	(\$29,600)
Ad Revenue retained by vendor for sales expenses (30% of ad sales)	\$35,700
Total Cost to County including vendor retained ad revenue	\$6,100

The result of the bid response for the printing from Presstige Printing is as follows:

Presstige Printing	\$45,393

**FISCAL IMPACT:** The net production cost with Fuse Media for the 2017 Guide is projected to be a credit to the County of \$29,600 based on advertising revenue of \$119,000 and 70% credited to the total production cost. The printing cost with Presstige Printing is projected to be \$45,393. Total gross cost for Production and Printing of the 2017 Visitor Guide is \$99,093 or \$0.991 per copy and the net cost is \$15,793. The net cost history to produce the annual Visitor Guide has ranged between \$25,000 and \$42,124 over the past five years.

**<u>GROWTH MANAGEMENT IMPACT</u>**: There is no impact to the Growth Management Plan with this action.

**LEGAL CONSIDERATIONS:** This item is approved as to form and legality, and requires majority vote for Board approval.—SRT

**<u>RECOMMENDATION</u>**: Recommendation to award ITB 16-6645 "Production of Tourism Guide" to Fuse Media and printing of the Tourism Guide to Presstige Printing and make a finding that this action promotes tourism.

Prepared by: Jack Wert, Tourism Director

Attachments: Bid Tabulation; Bid Solicitation; Fuse Proposal, Presstige Proposal, Agreements

Description	Fuse Media	Miles Media	Presstige Printing
Production, Development and Digital Only	\$53,700.00	\$96,200.00	No Bid
Advertising Revenue Paid to the County (On \$119,000 of projected advertising revenue)	\$83,300.00	\$95,200.00	NA
Production Net Total	-\$29,600.00	\$1,000.00	NA
Printing	\$65,500.00	\$46,500.00	\$45,393.00
Production + Printing	\$35,900.00	\$47,500.00	NA
Line 7 - Bid Total	\$154,900.00	\$166,500.00	No Bid
Attachment 2: Vendor Checklist	Yes	Yes	Yes
Attachment 3: Bid Response	Yes	Yes	Yes
Attachment 4: Local Vendor	No	No	Yes
Attachment 5: Immigration Affidavit	Yes	Yes	Yes
Attachment 6: W9	Yes	Yes	Yes
Attachment 8: Quote Response Form	Yes	Yes	Yes
Division of Corporations	Yes	Yes	Yes
EPLS Validation	Yes	Yes	Yes

Opened / Date: Witness / Date: Adam Northrup, 05/2/2016 3:00PM Swain Hall, 05/27/2016 3:00PM



# **INVITATION TO BID**

Date:

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

To: Prospective Vendors

# Subject: Solicitation: 16-6645 – Production of Tourism Guides

As requested by the Naples, Marco Island, Everglades Convention & Visitors Bureau (CVB), the Collier County Board of County Commissioners Purchasing Department has issued this ITB for the purpose of obtaining fair and competitive responses.

Please refer to the Public Notice included in this document for the opening date and time and any applicable pre-ITB conference.

All questions regarding this ITB must be submitted online on the Collier County Purchasing Department Online Bidding System website: <u>www.colliergov.net/bid</u>. All responses to questions will be posted on the website with electronic notification to all prospective vendors.

We look forward to your participation in Collier County's competitive procurement process.

cc: Jack Wert



# Invitation to Bid

# Index

Public Notice	3
Exhibit I: Scope of Work, Specifications and Response Format	
Exhibit II: General Bid Instructions	9
Exhibit III: Standard Purchase Order Terms and Conditions	15
Exhibit IV: Additional ITB Terms and Conditions	18
Attachment 1: Vendor Submittal - Vendor's Non-Response Statement	24
Attachment 2: Vendor's Check List	25
Attachment 3: Vendor Submittal - Bid Response Form	26
Attachment 4: Vendor Submittal – Local Vendor Preference Affidavit	28
Attachment 5: Vendor Submittal – Immigration Affidavit	29
Attachment 6: Vendor Substitute W – 9.	30
Attachment 7: Vendor Submittal - Insurance and Bonding Requirements	31



## **Public Notice**

Sealed bid responses for **Solicitation 16-6645**, will be received electronically only at the Collier County Government, Purchasing Department, 3327 Tamiami Trail E, Naples, FL 34112 until **3:00PM**, Collier County local time on Date. Solicitation responses received after the stated time and date will not be accepted.

# Solicitation 16-6645 – Tourism Guides

A mandatory or non-mandatory (or remove completely if not having a meeting) pre-bid conference will be held on Date, commencing promptly at Time AM or PM and held at Collier County Government, Purchasing Department, 3327 Tamiami Trail E, Naples, FL 34112. All prospective bidders must attend this conference in order to submit a bid response or be considered for an award.

All questions regarding this ITB must be submitted online on the Collier County Purchasing Department Online Bidding System website: <u>www.colliergov.net/bid</u>. All responses to questions will be posted on the website with electronic notification to all prospective vendors.

All solicitation responses must be made on the official ITB response form included and only available for download from the Collier County Purchasing Department Online Bidding System website noted herein. **ITB Documents obtained from sources other than Collier County Purchasing may not be accurate or current**.

Collier County encourages vendors to utilize recycled paper on all manual bid response submittals.

Collier County does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

BOARD OF COUNTY COMMISSIONERS COLLIER COUNTY, FLORIDA

> BY: <u>/s/ Joanne Markiewicz</u> Director, Procurement Services Division

Publicly posted on the Collier County Purchasing Department website: <u>www.colliergov.net/purchasing</u> and in the lobby of the Purchasing Building on Date.

### Exhibit I: Scope of Work, Specifications and Response Format

As requested by the Tourism Division operating as the Naples, Marco Island, Everglades Convention & Visitors Bureau (CVB) (hereinafter, the "Division or Department"), the Collier County Board of County Commissioners Procurement Services Division (hereinafter, "County") has issued this Invitation to Bid (hereinafter, "ITB") with the intent of obtaining bids from interested and qualified firms in accordance with the terms, conditions and specifications stated or attached. The Vendor, at a minimum, must achieve the requirements of the Scope of Work and specifications stated.

The results of this solicitation may be used by other County departments once awarded according to the Board of County Commissioners Purchasing Policy.

#### **Brief Description of Purchase**

Create, produce, print and deliver a turnkey destination visitor guide in both print and digital formats. Historically, County departments have spent approximately \$35,000 annually for this guide.

#### Background

The Naples, Marco Island, Everglades Convention & Visitors Bureau (CVB) is the official destination marketing organization for Collier County. The County covers a large geographic area and has a diversified tourism product. There is currently a Visitor Guide for the entire destination and the County is desirous of continuing with a consolidated approach. This publication will be used as a fulfillment piece for the combined tourism marketing effort of the overall destination. The quality and content of the fulfillment piece must accurately reflect the destination brand and provide compelling reasons for consumers to visit the Collier County area.

#### Detailed Scope of Work

The CVB is requesting responses from interested and qualified firms to provide turn-key production of the official destination visitor guide for Collier County, including all ad sales, creative, production and set up, printing of the guide and production and posting of a digital version of the guide to the tourism website.

The firm must demonstrate:

- 1. At least five (5) years of successful experience in providing a "turn-key" destination publication in both print and digital format for Internet media including, but not limited to: ad sales, design, photography, research, feature writing, composition, printing and distribution. Experience in producing Florida destination publications is highly desired.
- 2. The proposer should supply a suggested rate card for the ad sales phase and indicate if agency discounts and prepay options would be offered. Publisher should also explain their procedures for creating a marketing and sales plan to include all tourism related businesses in Collier County that might have an interest in advertising in the print and digital guide.

As a part of the resultant agreement, the successful publishing firm is expected to provide:

1. A complete "turn-key" delivery for both a print and digital format for Internet media including, but not limited to: advertising sales and management, design, photography, editorial research

writing and composition, set-up, proofing, printing and delivery.

- 2. Advertisements and ad revenue with no additional cost to the County. Additionally:
  - The advertising to editorial ratio should not exceed 40% of the book.
  - Only accommodations, attractions, restaurants, shopping venues and other tourism related businesses with a presence in Collier County are eligible to advertise in the publication.
  - Publisher will be responsible for all ad sales and collections.
  - Ad revenue should be shared with the County either as a percentage of gross sales or as an offset to the total production cost of the guide.
- 3. Editorial contents shall include, but not be limited to:
  - Area overview with highlights for each city and visitor area in the County
  - Accommodations listings for hotels, vacation rentals and campgrounds
  - Restaurant listings, menu highlights, photos and special dining features
  - Attractions listings and editorial
  - Shopping listings and editorial
  - Sports venues and activities
  - Beaches and parks listings and editorial
  - Golf course listings and editorial
  - History and cultural activities
  - Eco tourism listings and editorial
  - Transportation options
  - Maps of area and region
  - Community services information
  - Suggested itineraries and related editorial
- 4. Provide an annual destination visitor guide.
- 5. Print publication must be a maximum of 8" x 10-1/2". The County is open to suggestions on size and format. The book will be a minimum of 48 pages. The County reserves the right to quote other printers for the printing of the final paper copy guides
- 6. Print guide quantity is up to 100,000 copies and:
  - The CVB has a supply of photography, but the publisher should be prepared to provide photography that they have obtained full permission to use, or to shoot additional photography as needed.
  - Format both the print and Internet media ads for publishing consistency unless full page advertisers request their own design.
  - Cover: minimum 8 point, number 3.
  - Body: minimum 60 pound, number 3 text.
  - A map of the entire Collier County area with inset maps of each of the cities will be a part of the publication. The map will need to be keyed to listings of tourism related businesses and advertisers in the publication.
  - Proof out the publication as each section is completed and allow the Tourism staff and their advertising agency of record to review and approve all photography, content, listings and advertising that will appear in the product. The Tourism staff must approve all final pages before going to the printer and the County will hold the publisher responsible for providing a product that matches the proofs that were approved.
  - Four (4) color process with ultraviolet coating on covers one (1) and four (4).
  - The publication must be saddle stitched.
  - Pack printed guides in sturdy boxes clearly marked as to quantity and product. Individual

box weight not to exceed fifty (50) lbs. Delivery will be FOB Destination to at least two locations in Southwest Florida to be designated by the Tourism staff.

- 7. The successful firm must provide the tourism staff with weekly sales and revenue reports, and make available all sales call information for review by the tourism staff
- 8. The County shall retain ownership of all materials produced as a part of the print and digital publications.

## Award Criteria

ITB award criteria is as follows:

- All questions on the Bid document shall be answered as to price(s), time requirements, and required document submissions.
- Award shall be based upon the responses to all questions on the Bid Response Page(s).
- Further consideration may include but not be limited to, references, completeness of bid response and past performances on other County bids/projects.
- Prices will be read in public exactly as input on the electronic bid response form or written on the manually submitted Bid Response Page(s) at the time of the bid opening; however, should an error in calculations occur whenever unit pricing and price extensions are requested, the unit price shall prevail. Mathematical miscalculations may be corrected by the County to reflect the proper response.
- The County's Purchasing Department reserves the right to clarify a vendor's proposal prior to the award of the solicitation.
- It is the intent of Collier County to award to the lowest, qualified and responsive vendor(s).
- For the purposes of determining the bidder with the lowest price for **award purposes only** the following methodology will be used:

## Section 1 – Category pricing

Insert pricing and or percentages requested in lines 1-6.

Line #	Description	Price
1	"Turn-key" service including travel and out of pocket expenses, advertisement sales and management, design, research, composition, set- up, and proofing.	\$
2	Cost for printing, binding, packaging and distribution (100,000 copies).	\$
3	Total cost for Internet media developing, uploading and coordination with CVB vendor.	\$
4	Percent of Advertising Revenue kept by your company (line 4 and 5 should add up to 100%)	\$
5	Percent of Advertising Revenue shared with the CVB (line 4 and 5 should add up to 100%)	\$
6	Based on XXX,XXX in advertising revenue, how much money would be kept by your company? (xxx,xxx x XX% (from line 4))	\$

#### Section 2 – Total Cost to the County

Follow the directions in line 7 to determine the total cost to the County. The responsive bidder with the lowest line 7 price will be awarded the bid.

Line #	Description	Price
7	Total Cost to the County (Add lines 1, 2, 3, and 6)	

#### Section 3 – Responsiveness

Provide at least five (5) years of successful experience in providing a "turn-key" destination publication in both print and digital format for Internet media including, but not limited to: ad sales, design, photography, research, composition, printing and distribution. Experience in producing Florida destination publications is highly desired.

Provide a suggested rate card and include whether or not agency discounts and prepay options to be offered. Publisher should also explain their marketing and sales plan to assure the CVB that all tourism related businesses in Collier County that might have an interest in advertising will have the opportunity to respond.

- Collier County reserves the right to select one, or more than one suppliers, however, it is the intent to select a single awardee.
- The County reserves the right to issue a formal contract or standard County Purchase Order for the award of this solicitation.

#### Term of Contract

The contract term, if an award(s) is/are made is intended to be for five (5) years.

Requests for consideration of a price adjustment can only be made on the 2<sup>nd</sup> and 4<sup>th</sup> anniversary periods. Requests must be made, in writing to the Procurement Director, at least 14 days prior to the contract anniversary date. Price adjustments are dependent upon the consumer price index (CPI) over the previous twelve (12) months, budget availability and/or program manager approval.

Surcharges will not be accepted in conjunction with this contract, and such charges should be incorporated into the pricing structure.

#### **Projected Timetable**

Event	Date
Issue Solicitation Notice	Date
Last Date for Receipt of Written Questions	Date, Time, Naples
	Local Time
Mandatory or Non-mandatory pre-solicitation meeting(Include	Date, Time, Naples
if applicable)	Local Time and
	Locations
Addendum Issued Resulting from Written Questions or Pre-	Date
Proposal Conference (Include if applicable)	
Solicitation Deadline Date and Time	Date, Time, Naples
	Local Time
Anticipated Evaluation of Submittals	Date Range
Vendor Presentations if Required (Include if applicable)	Date Range
Anticipated Completion of Contract Negotiations (Include if	Date Range
applicable)	
Anticipated Board of County Commissioner's Contract	Date Range

# **Vendor Required Documents**

- Attachment 2: Vendor's Check List
- Attachment 3: Vendor Bid Response Form
- Attachment 4: Local Vendor Preference
- Attachment 5: Immigration Law Affidavit
- Attachment 6: Vendor Substitute W-9
- Attachment 7: Insurance and Bonding Requirement

## 1. Purpose/Objective

As requested by the Collier County departments or divisions identified in Exhibit 1, the Collier County Board of County Commissioners Purchasing Department (hereinafter, the County) has issued this Invitation to Bid (hereinafter, the "ITB", or "Bid") with the sole purpose and intent of obtaining bid responses from interested and qualified firms in accordance with the terms, conditions, and specifications stated and/or attached herein/hereto. The successful vendor will hereinafter be referred to as the "Vendor"

All bids <u>must</u> be submitted on the Bid form furnished by the County noted in Attachments 2, 3, 4, 5, 6, and 7 of this ITB. No bid will be considered unless the Bid form is properly <u>signed</u>. Vendor is responsible to read and follow the instructions very carefully, as any misinterpretation or failure to comply with these instructions could lead to the bid submitted as being rejected as non-responsive.

## 2. Pricing

Vendors must provide <u>unit prices</u> using the unit of measured specified by the County. All prices will remain firm for a period of one hundred and eighty (180) calendar days from date of bid opening. After award by the Board of County Commissioners, prices may only be adjusted as outlined in Exhibit I: Term of Contract.

#### 3. Alternate Bid Pricing

In the event that alternate pricing is requested, it is an expressed requirement of the bid to provide pricing for all alternates as listed. The omission of a response or a no-bid or lack of a submitted price will be the basis for the rejection of the submitted bid response. All bids responses received without pricing for all alternates as listed will be considered technically non-responsive and will not be considered for award.

## 4. Equal Product

Manufacturer's name, brand name and/or model number are used in these specifications for the purpose of establishing minimum requirements of level of quality, standards of performance and/or design required, and is in no way intended to prohibit the bidding of other manufacturer's items of equal or similar material. An equal or similar product may be bid, provided that the product is found to be equal or similar in quality, standard of performance, design, etc. to the item specified. Where an equal or similar is bid, the Bid must be accompanied with two (2) complete sets of factory information sheets (specifications, brochures, etc.) and test results, if applicable, of unit bid as equal or similar.

Equal product samples, if required for evaluation, and at no cost to the County, must be submitted with Bid. Unless otherwise directed in the solicitation, the bid will not be considered unless samples are delivered to specified address by bid due date. The County shall be sole judge of equality or similarity, and its decision shall be final in the best interest.

## 5. Discounts

Any <u>discounts</u> or terms must be shown on the Bid form. Such discounts, if any, may be considered in the award of tie bids. In no instance should payment terms less than fifteen (15) calendar days be offered.

#### 6. Exceptions

Vendors taking exception to any part or section of these specifications shall indicate such exceptions on a separate sheet entitled "EXCEPTIONS TO SPECIFICATIONS." Failure to indicate any exceptions to the specifications shall be interpreted as the Vendors intent to fully comply with the specifications as written. The County, at its sole discretion, shall determine if the exceptions are material in nature, and if the Vendor's exceptions may be declared grounds for rejection of bid proposal.

#### 7. Addenda

The County reserves the right to formally amend and/or clarify the requirements of the bid specifications where it deems necessary. Any such addendum/clarification shall be in writing and shall be distributed electronically to all parties who received the original bid specifications <u>prior to</u> the deadline for submission of Bids. All changes to this ITB will be conveyed electronically through a notice of addendum or questions and answers to all vendors registered under the applicable commodity code(s) at the time when the original ITB was released, as well as those vendors who downloaded the ITB document. Additionally, all addendums are posted on the Collier County Purchasing Department Online Bidding System website: <u>www.colliergov.net/bid</u>. Before submitting a bid response, please make sure that you have read all, understood clearly and complied completely with any changes stated in the addenda as failure to do so may result in the rejection of your submittal.

#### 8. Bid Submission

All electronic bids shall be submitted online via the Collier County Purchasing Department Online Bidding System: www.colliergov.net/bid.

Vendors who wish to receive copies of bids after the bid opening may view and download same from the Collier County Purchasing Department Internet bid site.

#### 9. Questions

If the vendor should be of the opinion that the meaning of any part of the Bid Document is doubtful, obscure or contains errors or omissions it should report such opinion to the Procurement Strategist before the bid opening date. Direct questions related to this ITB only to the Collier County Purchasing Department Internet website: <a href="http://www.colliergov.net/bid">www.colliergov.net/bid</a>. Questions will not be answered after the date noted on the ITB.

Vendors must clearly understand that the only official answer or position of the County will be the one stated on the Collier County Purchasing Department Online Bidding System website. For general questions, please call the referenced Procurement Strategist identified in the Public Notice.

#### 10. Protests

Any prospective vendor / proposer who desires to protest any aspect(s) or provision(s) of the solicitation (including the form of the solicitation documents or procedures) shall file their protest with the Procurement Director prior to the time of the bid opening strictly in accordance with the County's then current purchasing ordinance and policies.

### 11. Rejection and Waiver

The County reserves the right to reject any and all bids, to waive defects in the form of bid, also to select the bid that best meets the requirements of the County.

Vendors whose bids, past performance or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements denoted may be rejected as non-responsive. Bids that do not meet all necessary requirements of this solicitation or fail to provide all required information, documents or materials may be rejected as non-responsive.

#### 12. Local Vendor Preference (LVP)

The County is using the Competitive Sealed Quotation methodology of source selection for this procurement, as authorized by Ordinance Number 2013-69 establishing and adopting the Collier County Purchasing Ordinance.

Local business means the vendor has a current Business Tax Receipt issued by the Collier County Tax Collector for at least one year prior to bid or proposal submission to do business within Collier County, and that identifies the business with a permanent physical business address located within the limits of Collier County from which the vendor's staff operates and performs business in an area zoned for the conduct of such business. A Post Office Box or a facility that receives mail, or a non-permanent structure such as a construction trailer, storage shed, or other non-permanent structure shall not be used for the purpose of establishing said physical address. In addition to the foregoing, a vendor shall not be considered a "local business" unless it contributes to the economic development and well-being of Collier County in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities, support and increase to the County's tax base, and residency of employees and principals of the business within Collier County. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their bid or proposal to be eligible for consideration as a "local business" under this section. A vendor who misrepresents the Local Preference status of its firm in a proposal or bid submitted to the County will lose the privilege to claim Local Preference status for a period of up to one year.

Under this solicitation, bidders desiring to receive local preference will be invited and required to affirmatively state and provide documentation as set forth in the solicitation in support of their status as a local business. Any bidder who fails to submit sufficient documentation with their bid offer shall not be granted local preference consideration for the purposes of that specific contract award. Except where federal or state law, or any other funding source, mandates to the contrary, Collier County and its agencies and instrumentalities, will give preference to local businesses in the following manner.

*Competitive bid (local price match option).* Each formal competitive bid solicitation shall clearly identify how the price order of the bids received will be evaluated and determined. When a qualified and responsive, non-local business submits the lowest price bid, and the bid submitted by one or more qualified and responsive local businesses is within ten percent of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s), less one (1) dollar, offered by the overall lowest, qualified and responsive bidder. In

such instances, staff shall first verify if the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the Purchasing Department shall determine if the lowest local bidder meets the requirements of Fla. Stat. Sec.287.087 (Preferences to businesses with drug-free workplace programs). If the lowest local bidder meets the requirements of Fla. Stat. Sec. 287.087, the Purchasing Department shall invite the lowest local bidder to submit a matching offer, less one (1) dollar, within five (5) business days thereafter. If the lowest local bidder submits an offer that fully matches the lowest bid, less one (1) dollar, from the lowest non-local bidder tendered previously, then award shall be made to the local bidder. If the lowest local bidder declines or is unable to match the lowest non-local bid price(s), then award will be made to the lowest overall qualified and responsive bidder. If the lowest local bidder does not meet the requirement of Fla. Stat. Sec 287.087, and the lowest non-local bidder does, award will be made to the bidder that meets the requirements of the reference state law.

Bidder must complete and submit with their bid response the *Affidavit for Claiming Status as a Local Business* which is included as part of this solicitation.

# Failure on the part of a Bidder to submit this Affidavit with their bid response will preclude said Bidder from being considered for local preference on this solicitation.

A Bidder who misrepresents the Local Preference status of its firm in a bid submitted to the County will lose the privilege to claim Local Preference status for a period of up to one (1) year.

The County may, as it deems necessary, conduct discussions with responsible bidders determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

#### 13. Immigration Affidavit Certification

Statutes and executive orders require employers to abide by the immigration laws of the United States and to employ only individuals who are eligible to work in the United States.

The Employment Eligibility Verification System (E-Verify) operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), provides an Internet-based means of verifying employment eligibility of workers in the United States; it is not a substitute for any other employment eligibility verification requirements. The program will be used for Collier County formal Invitations to Bid (ITB) and Request for Proposals (RFP) including professional services and construction services.

Exceptions to the program:

- Commodity based procurement where no services are provided.
- Where the requirement for the affidavit is waived by the Board of County Commissioners

Vendors / Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the vendor's/bidder's proposal. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. Vendors are also required to provide the Collier County Purchasing Department an executed affidavit certifying they shall comply with the E-Verify Program. The affidavit is attached to the solicitation documents. If the Bidder/Vendor does not comply with providing both the acceptable E-Verify evidence and the executed affidavit the bidder's / vendor's proposal may be deemed non-responsive.

Additionally, vendors shall require all subcontracted vendors to use the E-Verify system for all purchases not covered under the "Exceptions to the program" clause above.

For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: <u>http://www.dhs.gov/E-Verify</u>. It shall be the vendor's responsibility to familiarize themselves with all rules and regulations governing this program.

Vendor acknowledges, and without exception or stipulation, any firm(s) receiving an award 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, <u>et seq.</u> and regulations relating thereto, as either may be amended and with the provisions contained within this affidavit. Failure by the awarded firm(s) to comply with the laws referenced herein or the provisions of this affidavit shall constitute a breach of the award agreement and the County shall have the discretion to unilaterally terminate said agreement immediately.

#### 14. Lobbying

All firms are hereby placed on <u>NOTICE</u> that the County Commission does not wish to be lobbied either individually or collectively about a project for which a firm has submitted a bid. Firms and their agents are not to contact members of the County Commission for such purposes as meetings of introduction, luncheons, dinners, etc. During the bidding process, from bid opening to final Board approval, no firm or its agent shall contact any other employee of Collier County with the exception of the Purchasing Department.

# 15. Certificate of Authority to Conduct Business in the State of Florida (Florida Statute 607.1501)

In order to be considered for award, firms must be registered with the Florida Department of State Divisions of Corporations in accordance with the requirements of Florida Statute 607.1501 and provide a certificate of authority (<u>www.sunbiz.org/search.html</u>) prior to execution of a contract. A copy of the document may be submitted with the solicitation response and the document number shall be identified. Firms who do not provide the certificate of authority at the time of response shall be required to provide same within five (5) days upon notification of selection for award. If the firm cannot provide the document within the referenced timeframe, the County reserves the right to award to another firm.

#### 16. General Information

When it is deemed by the County that a bid cannot be awarded as originally intended, the County reserves the right to award this bid through an approach which is the best interest of the County.

Alternate bids will not be considered unless authorized by the ITB. In case of identical bids tying as low bid, the County shall ask vendors to submit certification that they have a drug-free workplace in accordance with Section 287.087 Florida Statutes. Should all vendors provide said certification; the County will give local vendor preference.

## 17. Bid Award Process

Award of contract will be made by the Board of County Commissioners in public session.

Award shall be made in a manner consistent with the County's Purchasing Policy. Award recommendations will be posted outside the offices of the Purchasing Department as well as on

the Collier County Purchasing Department website on Wednesdays and Thursdays prior to the County Commission meetings.

Any actual or prospective respondent who desires to formally protest the recommended contract award must file a notice of intent to protest with the Procurement Director within two (2) calendar days (excluding weekends and County holidays) of the date that the recommended award is posted. Upon filing of said notice, the protesting party will have five (5) days to file a formal protest and will be given instructions as to the form and content requirements of the formal protest. A copy of the "Protest Policy" is available at the office of the Procurement Director.

### Exhibit III: 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.
- In the event of any conflict between or e) 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.

#### **Exhibit IV: Additional ITB Terms and Conditions**

### 1. Additional Items and/or Services

During the contract term, Collier County reserves the right to add related items and/or services upon negotiation of a satisfactory price by the Project Manager and Vendor.

#### 2. Conflict of Interest

Vendor shall provide a list of any businesses and/or organizations to which the firm has any affiliation or obligations within the past five (5) years; whether paid or donated, which could be construed by the County as a conflict of interest. Disclosure of any potential or actual conflict of interest is subject to County staff review and does not in and of itself disqualify a firm from consideration. These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

#### 3. Vendor Performance Evaluation

Collier County has implemented a Vendor Performance Evaluation System for all contracts awarded in excess of \$25,000. To this end, vendors will be evaluated on their performance upon completion/termination of agreement.

#### 4. Deductions for Non-Performance

The County reserves the right to deduct a portion of any invoice for goods not delivered, or services not performed in accordance with requirements, including required timeframe. The County may also deduct, or chargeback the Vendor the costs necessary to correct the deficiencies directly related to the Vendor's non-performance.

## 5. Offer Extended to Other Governmental Entities

Collier County encourages and agrees to the successful vendor extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful vendor.

#### 6. Environmental Health and Safety

All Vendors and Sub vendors performing service for Collier County are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Vendors and Sub vendors shall be responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. All firewall penetrations must be protected in order to meet Fire Codes.

Collier County Government has authorized OSHA representatives to enter any Collier County facility, property and/or right-of-way for the purpose of inspection of any Vendor's work operations. This provision is non-negotiable by any department and/or Vendor.

All new electrical installations shall incorporate NFPA 70E Short Circuit Protective Device Coordination and Arc Flash Studies where relevant as determined by the engineer.

All electrical installations shall be labeled with appropriate NFPA 70E arch flash boundary and PPE Protective labels.

## 7. Florida Wood Products

The Vendor/Contractor agrees to comply with Florida Statute 255.20 to provide lumber, timber and other forest products produced and manufactured in the State of Florida as long as the price, fitness and quality are equal.

## 8. Public Records Compliance

The Vendor/Contractor agrees to comply with the Florida Public Records Law Chapter 119 (including specifically those contractual requirements at F.S. § 119.0701(2) (a)-(d) and (3)), ordinances, codes, rules, regulations and requirements of any governmental agencies.

## 9. Standards of Conduct

The Vendor shall employ people to work on County projects who are neat, clean, well-groomed and courteous. Subject to the American with Disabilities Act, Vendor shall supply competent employees who are physically capable of performing their employment duties. The County may require the Vendor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on Collier County projects is not in the best interest of the County.

## **10. Protection of Property**

The Vendor shall ensure that the service is performed in such manner as to not damage any property. In the event damage occurs to any property as a direct result of the Vendor or their Sub vendor in the performance of the required service, the Vendor shall repair/replace, to the County's satisfaction, damaged property at no additional cost to the County. If the damage caused by the Vendor or their Sub vendor has to be repaired/replaced by the County, the cost of such work will be deducted from the monies due the Vendor.

The County's project manager shall coordinate with the Vendor / Contractor the return of any surplus assets, including materials, supplies, and equipment associated with the scope or work.

## 11. Prohibition of Gifts to County Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any County employee, as set forth in Chapter 112, Part III, Florida Statutes, the current Collier County Ethics Ordinance and County Administrative Procedure 5311. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with County staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the County for a specified period of time, including but not limited to: submitting bids, RFP, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

## 12. Invoice and Payments

The County's project manager reserves the right to establish any one, or a combination of, these industry practices for contracts or purchase orders:

**Lump Sum** (Fixed Price): a firm fixed total price offering for a project; the risks are transferred from the County to the contractor; and, as a business practice there are no hourly or material invoices presented, rather, the contractor must perform to the satisfaction of the County's project manager before payment for the fixed price contract is authorized.

**Time and Materials**: the County agrees to pay the contractor for the amount of labor time spent by the contractor's employees and subcontractors to perform the work (number of hours times hourly rate), and for materials and equipment used in the project (cost of materials plus the contractor's mark up). This methodology is generally used in projects in which it is not possible to accurately estimate the size of the project, or when it is expected that the project requirements would most likely change. As a general business practice, these contracts include back-up documentation of costs; invoices would include number of hours worked and billing rate by position (and not company (or subcontractor) timekeeping or payroll records), material or equipment invoices, and other reimbursable documentation for the project.

**Unit Price**: the County agrees to pay a firm total fixed price (inclusive of all costs, including labor, materials, equipment, overhead, etc.) for a repetitive product or service delivered (i.e. installation price per ton, delivery price per package or carton, etc.). The invoice must identify the unit price and the number of units received (no contractor inventory or cost verification required).

Payments are made in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes. Vendor's invoices must include:

• Purchase Order Number

• Description and quantities of the goods or services provided per instructions on the County's purchase order or contract.

Invoices shall be sent to:

Board of County Commissioners Clerk's Finance Department ATTN: Accounts Payable 3299 Tamiami Trail E Ste 700 Naples FL 34112

Or emailed to: <u>bccapclerk@collierclerk.com</u>.

Collier County, in its sole discretion, will determine the method of payment for goods and/or services as part of this agreement.

Payment methods include:

- Traditional payment by check, wire transfer or other cash equivalent.
- Standard payment by purchasing card. Collier County's Purchasing Card Program is supported by standard bank credit suppliers (i.e. VISA and MasterCard), and as such, is cognizant of the Rules for VISA Merchants and MasterCard Merchant Rules.

The County may not accept any additional surcharges (credit card transaction fees) as a result of using the County's credit card for transactions relating to this solicitation. The County will entertain bids clearly stating pricing for standard payment methods. An additional separate discounted price for traditional payments may be provided at the initial bid submittal if it is clearly marked as an "Additional Cash Discount."

Upon execution of the Contract and completion of each month's work, payment requests may be submitted to the Project Manager on a monthly basis by the Contractor for services rendered for that prior month. Services beyond sixty (60) days from current monthly invoice will not be considered for payment without prior approval from the Project manager. All invoices should be submitted within the fiscal year the work was performed. (County's fiscal year is October 1 - September 30.) Invoices submitted after the close of the fiscal year will not be accepted (or processed for payment) unless specifically authorized by the Project Manager.

Payments will be made for articles and/or services furnished, delivered, and accepted, upon receipt and approval of invoices submitted on the date of services or within six (6) months after completion of contract. Any untimely submission of invoices beyond the specified deadline period is subject to non-payment under the legal doctrine of "laches" as untimely submitted. Time shall be deemed of the essence with respect to the timely submission of invoices under this agreement.

In instances where the successful contractor may owe debts (including, but not limited to taxes or other fees) to Collier County and the contractor has not satisfied nor made arrangement to satisfy these debts, the County reserves the right to off-set the amount owed to the County by applying the amount owed to the vendor or contractor for services performed of for materials delivered in association with a contract.

Invoices shall not reflect sales tax. After review and approval, the invoice will be transmitted to the Finance Division for payment. Payment will be made upon receipt of proper invoice and in compliance with Chapter 218 Florida Statutes, otherwise known as the "Local Government Prompt Payment Act." Collier County reserves the right to withhold and/or reduce an appropriate amount of any payment for work not performed or for unsatisfactory performance of Contractual requirements.

#### 13. Survivability

**Purchase Orders:** The Consultant/Contractor/Vendor agrees that any Purchase Order that extends beyond the expiration date of the original Solicitation 16-6645 will survive and remain subject to the terms and conditions of that Agreement until the completion or termination of this Purchase Order.

#### 14. Insurance Requirements

The Vendor shall at its own expense, carry and maintain insurance coverage from responsible companies duly authorized to do business in the State of Florida as set forth in Insurance and Bonding Requirements Attachment of this solicitation. The Vendor shall procure and maintain property insurance upon the entire project, if required, to the full insurable value of the scope of work.

The County and the Vendor waive against each other and the County's separate Vendors, Contractors, Design Consultant, Subcontractors agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. The Vendor and County shall, where appropriate, require similar waivers of subrogation from the County's separate Vendors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts.

Collier County shall be responsible for purchasing and maintaining, its own liability insurance.

Certificates issued as a result of the award of this solicitation must identify "For any and all work performed on behalf of Collier County."

The General Liability Policy provided by Vendor to meet the requirements of this solicitation shall name Collier County, Florida, as an additional insured as to the operations of Vendor under this solicitation and shall contain a severability of interests provisions.

Collier County Board of County Commissioners shall be named as the Certificate Holder. The "Certificate Holder" should read as follows:

**Collier County** 

Board of County Commissioners Naples, Florida

The amounts and types of insurance coverage shall conform to the minimum requirements set forth in the Insurance and Bonding Requirements Attachment, with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If Vendor has any self-insured retentions or deductibles under any of the below listed minimum required coverage, Vendor must identify on the Certificate of Insurance the nature and amount of such self- insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be Vendor's sole responsibility.

Coverage(s) shall be maintained without interruption from the date of commencement of the Work until the date of completion and acceptance of the scope of work by the County or as specified in this solicitation, whichever is longer.

The Vendor and/or its insurance carrier shall provide 30 days written notice to the County of policy cancellation or non-renewal on the part of the insurance carrier or the Vendor. The Vendor shall also notify the County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Vendor from its insurer and nothing contained herein shall relieve Vendor of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by Vendor hereunder, Vendor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

Should at any time the Vendor not maintain the insurance coverage(s) required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage(s) and charge the Vendor for such coverage(s) purchased. If Vendor fails to reimburse the County for such costs within thirty (30) days after demand, the County has the right to offset these costs from any amount due Vendor under this Agreement or any other agreement between the County and Vendor. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage(s) purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverage(s) shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the scope of work, the Vendor shall furnish to the County renewal or replacement Certificate(s) of Insurance not later than ten (10) calendar days after the expiration date on the certificate. Failure of the Vendor to provide the County with such renewal certificate(s) shall be considered justification for the County to terminate any and all contracts.

#### 15. Collier County Information Technology Requirements

All vendor access will be done via VPN access only. All access must comply with current published County Manager Agency (CMA) policies.

Current policies that apply are CMAs 5402, 5403 and 5405. These policies will be available upon request from the Information Technology Department. All vendors will be required to adhere to IT policies for access to the County network. Vendors are required to notify the County in writing twenty-four (24) hours in advance as to when access to the network is planned. Included in this request must be a detailed work plan with actions that will be taken at the time of access. The County IT Department has developed a *Technical Architecture Requirements Document* that is required to be filled out and submitted with your bid response. This document can be found on the Collier County Purchasing Department website: www.colliergov.net/purchasing. On the left hand side of the menu, click on CC Technical Requirements. If this document is not submitted with your bid response, your bid response may be deemed non-responsive.

### 16. Debris

Vendor shall be responsible for the removal and disposal of all debris from the site and the cleaning of the affected areas. Vendor shall keep the premises free of debris and unusable materials resulting from their work and as work progresses; or upon the request of the County's representative, shall remove and dispose such debris and materials from the property. The Vendor shall leave all affected areas as they were prior to beginning work.

### 17. Direct Material Purchase

The County reserves the right to require Vendor to assign some or all of its agreements with material suppliers directly to the County. Any such goods and/or materials purchased by the County pursuant to such an assignment of a material supply agreement shall be referred to as "County Furnished Materials" and the responsibilities of both the County and the Vendor relating to said materials shall be governed by the terms and conditions of this solicitation.

Additionally, the County at its sole option may choose to purchase some or all of the goods and/or materials from other suppliers. In either instance the County may require the following information from the Vendor:

- Required quantities of material.
- Specifications relating to goods and/or materials required for job including brand and/or model number or type if applicable
- Pricing and availability of goods and/or materials provided under Vendor's agreements with material suppliers

#### 18. Grant Compliance

The purchase of any goods and/or services that are funded through Federal Grant Appropriations, the State of Florida, or any other public or private foundations shall be subject to the compliance and reporting requirements of the granting agency.

#### 19. Equipment

Vendor shall have available and in good working condition, the necessary equipment to perform the required service. If required by the County, the Vendor shall supply a list of equipment and an hourly rate for each. Hourly rates will commence once equipment arrives at the service site, unless otherwise agreed in writing by the Project Manager.

In the event that additional specialized and/or heavy equipment (backhoe, crane, mudhog, etc.) is needed, the Project Manager must be notified in advance for approval. The reimbursement of additional equipment expense shall be at cost and will commence once equipment arrives at the service site, unless otherwise agreed in writing by the Project Manager. The County reserves the right to request and obtain documentation of the Vendor's cost for time and material projects, and to withhold payments until documentation is provided.

All County-purchased equipment must be new and of current manufacture in production at the time of bid opening, and carry industry standard warranties. At the time of delivery, at least two (2) complete shop repair manuals and parts lists must be furnished with each type of equipment. Vendor must service all equipment prior to delivery and/or acceptance by the County.

The scope of these specifications is to ensure the delivery of a complete unit ready for operation. Omission of any essential detail from these specifications does not relieve the Vendor from furnishing a complete unit.



# Attachment 1: Vendor Submittal - Vendor's Non-Response Statement

The sole intent of the Collier County Purchasing Department is to issue solicitations that are clear, concise and openly competitive. Therefore, we are interested in ascertaining reasons why prospective Vendors did not wish to respond to this ITB. If your firm is not responding to this ITB, please indicate the reason(s) by checking any appropriate item(s) listed below and return this form via email or fax to the Procurement Strategist listed on the first page or mail to: Collier County Purchasing Department, 3327 Tamiami Trail East, Naples, Florida 34112.

#### We are not responding to this ITB for the following reason(s):

#### Solicitation: 16-6645 – Production of Tourism Guides

	Services requested not available through our company.
	Our firm could not meet specifications/scope of work.
	Specifications/scope of work not clearly understood (too vague, rigid, etc.)
	Project is too small.
	Insufficient time allowed for preparation of response.
	Incorrect address used. Please correct mailing address:
	Other reason(s):
Firm's	Complete Legal Name
Addres	SS
City, S	tate, Zip
Teleph	one Number
FAX N	umber
Signat	ure / Title
Туре М	lame of Signature Date:



# Attachment 2: Vendor's Check List

# <u>IMPORTANT</u>: THIS SHEET MUST BE SIGNED BY VENDOR. Please read carefully, sign in the spaces indicated and <u>return</u> with bid.

Vendor should check off each of the following items as the necessary action is completed:

- 1. The Bid has been signed.
- 2. The Bid prices offered have been reviewed.
- 3. The price extensions and totals have been checked.
- 4. The payment terms have been indicated.
- 5. Any required drawings, descriptive literature, etc. have been included.
- 6. Any delivery information required is included.
- 7. <u>If required</u>, the amount of bid bond has been checked, and the bid bond or cashier's check has been included.
- 8. Addendum have been signed and included, if applicable.
- 9. Affidavit for Claiming Status as a Local Business, if applicable.
- 10. Immigration Affidavit and company's E-Verify profile page or memorandum of understanding.
- 11. Copies of licenses, equipment lists, subcontractors or any other information as noted in this ITB.
- 12. The mailing envelope must be addressed to:

Procurement Director Collier County Government Purchasing Department 3327 Tamiami Trail E Naples FL 34112

The mailing envelope must be sealed and marked with:

#### Solicitation: 16-6645 – Production of Tourism Guides Opening Date: Date

- 13. The bid will be mailed or delivered in time to be received no later than the specified <u>opening date</u> <u>and time</u>. (Otherwise bid cannot be considered.)
- 14. If submitting a manual bid, include any addenda (initialed and dated noting understanding and receipt). If submitting bid electronically, bidder will need to download all related documents on www.colliergov.net/bid. The system will date and time stamp when the addendum files were downloaded

## ALL COURIER DELIVERED BIDS MUST HAVE THE <u>BID NUMBER AND TITLE ON THE OUTSIDE</u> <u>OF THE COURIER PACKET</u>.

Company Name

Signature & Title

Date



# Attachment 3: Vendor Submittal - Bid Response Form

FROM:

Board of County Commissioners Collier County Government Center Naples, Florida 34112

## RE: Solicitation: 16-6645 – Production of Tourism Guides

Dear Commissioners:

The undersigned, as Vendor, hereby declares that the specifications have been fully examined and the Vendor is fully informed in regard to all conditions pertaining to the work to be performed for as per the scope of work. The Vendor further declares that the only persons, company or parties interested in this Bid or the Contract to be entered into as principals are named herein; that this Bid is made without connection with any other person, company or companies submitting a Bid; and it is all respects fair and in good faith, without collusion or fraud.

The Vendor proposes and agrees if this bid is accepted, to comply with the requirements in full and in accordance with the terms, conditions and specifications denoted herein. The Vendor agrees to provide the following:

#### \* \* \* SEE FOLLOWING PAGES \* \* \*

Any discounts or terms must be shown on the Bid Response Form. Such discounts, if any, will be considered and computed in the tabulation of the bids. In no instance should terms for less than fifteen (15) days payment be offered.

Prompt Payment Terms: \_\_\_\_% \_\_\_\_ Days; Net \_\_ Days

Bid Response Form is electronic. Please input your prices online.

**Note:** If you choose to bid manually, please submit an ORIGINAL and ONE COPY of your bid response pages. The undersigned do agree that should this Bid be accepted, to execute a formal contract, if required, and present the formal contract to the County Procurement Director for approval within fifteen (15) days after being notified of an award.

IN WITNESS WHEREOF. W	N E have hereunto subscribed our names on this	ew Business 7-c day of 63
, 20	in the County of, in the State of _	
Firm's Complete Legal Name	e	
Address		
City, State, Zip		
Florida Certificate of Authority Document Number Federal Tax Identification Number CCR # or CAGE Code		
Telephone Number		
FAX Number		
Signature / Title		
Type Name of Signature		
Date		
******	*****	****
	Additional Contact Information	
Send Payments To: (REQU	IRED ONLY if different from above)	
Firm's Complete Legal Name	e	
Address		
City, State, Zip		
Contact Name		
Telephone Number		
FAX Number		
Email Address		

June 27, 2016



#### Attachment 4: Vendor Submittal – Local Vendor Preference Affidavit

Solicitation: 16-6645 – Production of Tourism Guides (Check Appropriate Boxes Below) State of Florida (Select County if Vendor is described as a Local Business

# Collier County

Lee County

Vendor affirms that it is a local business as defined by the Purchasing Policy of the Collier County Board of County Commissioners and the Regulations Thereto. As defined in Section XI of the Collier County Purchasing Policy:

Local business means the vendor has a current Business Tax Receipt issued by the Collier County Tax Collector for at least one year prior to bid or proposal submission to do business within Collier County, and that identifies the business with a permanent physical business address located within the limits of Collier County from which the vendor's staff operates and performs business in an area zoned for the conduct of such business. A Post Office Box or a facility that receives mail, or a non-permanent structure such as a construction trailer, storage shed, or other non-permanent structure shall not be used for the purpose of establishing said physical address. In addition to the foregoing, a vendor shall not be considered a "local business" unless it contributes to the economic development and well-being of Collier County in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities, support and increase to the County's tax base, and residency of employees and principals of the business within Collier County. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their bid or proposal to be eligible for consideration as a "local business" under this section. A vendor who misrepresents the Local Preference status of its firm in a proposal or bid submitted to the County will lose the privilege to claim Local Preference status for a period of up to one year under this section.

Vendor must complete the following information:

Year Business Established in Collier County or Lee County:

Number of Employees (Including Owner(s) or Corporate Officers):\_\_\_\_\_

Number of Employees Living in Collier County or Lee (Including Owner(s) or Corporate Officers):

If requested by the County, vendor will be required to provide documentation substantiating the information given in this affidavit. Failure to do so will result in vendor's submission being deemed not applicable.

Vendor Name:	Date:
Address in Collier or Lee County:	
Signature:	Title:
STATE OF FLORIDA	
Sworn to and Subscribed Before Me, a Notary Public, for the a of, 20	bove State and County, on this Day
Notary Public	
My Commission Expires:	
(AFFIX OFFICIAL SEAL)	



#### Attachment 5: Vendor Submittal – Immigration Affidavit

#### Solicitation: 16-6645 – Production of Tourism Guides

This Affidavit is required and should be signed, notarized by an authorized principal of the firm and submitted with formal Invitations to Bid (ITB's) and Request for Proposals (RFP) submittals. Further, Vendors / Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the vendor's/bidder's proposal. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. <u>Failure to include this Affidavit and acceptable evidence of enrollment in the E-Verify program, may deem the Vendor / Bidder's proposal as non-responsive.</u>

Collier County will not intentionally award County contracts to any vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA").

Collier County may consider the employment by any vendor of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by Collier County.

Vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at the time of submission of the Vendor's / Bidder's proposal.

Company Name					_
Print Name			Title		_
Signature			Date		_
State of	_				
County of	-				
The foregoing instrument was	signed and acknowledged b	efore me this	day of	_, 20	_, by
	who has produced		as identification		
(Print or Type Name)	who has produced	(Type of Identi	fication and Number)		
Notary Public Signature					
Printed Name of Notary Public					
Notary Commission Number/	Expiration				

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.



#### Attachment 6: Vendor Substitute W – 9

#### **Request for Taxpayer Identification Number and Certification**

In accordance with the Internal Revenue Service regulations, Collier County is required to collect the following information for tax reporting purposes from individuals and companies who do business with the County (including social security numbers if used by the individual or company for tax reporting purposes). Florida Statute 119.071(5) require that the county notify you in writing of the reason for collecting this information, which will be used for no other purpose than herein stated. Please complete all information that applies to your business and return with your quote or proposal.

#### 1. General Information (provide all information)

Taxpayer Name         (as shown on income tax return)         Business Name         (if different from taxpayer name)	
Address	City
State	Zip
Telephone FAX	Email
Order Information	Pomit / Poymont Information
	Remit / Payment Information
Address	
	Address           City         State         Zip
Address	Address

#### 2. Company Status (check only one)

Individual / Sole Proprietor	Corporation		Partnership
Tax Exempt (Federal income tax-e under Internal Revenue Service gu		Limited Liability	Company
501 (c) 3)	_	Enter the	tax classification
		(D = Disregarded	d Entity, $C = Corporation, P = Partnership)$

#### 3. Taxpayer Identification Number (for tax reporting purposes only)

Federal Tax Identification Number (TIN)

(Vendors who do not have a TIN, will be required to provide a social security number prior to an award of the contract.)

#### 4. Sign and Date Form

Certification: Under penalties of perjury, I certify that the information shown on this form is correct to my knowledge.

Signature	Date
Title	Phone Number



# Attachment 7: Vendor Submittal - Insurance and Bonding Requirements

Insurance / Bond Type		Required Limits			
1.	Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements			
2.	Employer's Liability	single limit per occurrence			
3.	Commercial General Liability (Occurrence Form)	Bodily Injury and Property Damage			
	patterned after the current ISO form	<b>\$</b> single limit per occurrence, \$2,000,000 aggregate for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability.			
4.	⊠ Indemnification	To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless Collier County, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement.			
4.	Automobile Liability	\$ Each Occurrence; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included			
5.	Other insurance as noted:	Watercraft	\$	Per Occurrence	
	noteu.	United States Longshoreman's and Harborworker's Act covenaintained where applicable to the completion of the work.		verage shall be Per Occurrence	
		Maritime Coverage (Jones Act) shall be maintained where applicable to			
		the completion of the work.	\$	Per Occurrence	
		Aircraft Liability coverage shall be carried in limits of not less than \$5,000,000 each occurrence if applicable to the completion of the Services under this Agreement.			
			\$	Per Occurrence	
		Pollution	\$	Per Occurrence	
		Professional Liability	\$	per claim and in the aggregate	
		<ul> <li>\$1,000,000 per claim and in the aggregate</li> <li>\$2,000,000 per claim and in the aggregate</li> </ul>			
		Project Professional Liability	\$	Per Occurrence	
		Valuable Papers Insurance	\$	Per Occurrence	

New Business 7-c Per Occuitence Employee Dishonesty / Crime \$ Including Employee Theft, Funds Transfer Fraud, Include a Joint Loss Payee endorsement naming Collier County. 6. Bid bond Shall be submitted with proposal response in the form of certified funds, cashiers' check or an irrevocable letter of credit, a cash bond posted with the County Clerk, or proposal bond in a sum equal to 5% of the cost proposal. All checks shall be made payable to the Collier County Board of County Commissioners on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation. 7. Performance and For projects in excess of \$200,000, bonds shall be submitted with the **Payment Bonds** executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

June 27, 2016

- 8. X Vendor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Vendor shall provide County with certificates of insurance meeting the required insurance provisions.
- 9. Collier County must be named as "ADDITIONAL INSURED" on the Insurance Certificate for Commercial General Liability where required.
- 10. The Certificate Holder shall be named as Collier County Board of County Commissioners, OR, Board of County Commissioners in Collier County, OR Collier County Government, OR Collier County. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: For any and all work performed on behalf of Collier County.
- 11. X Thirty (30) Days Cancellation Notice required.

#### **Vendor's Insurance Statement**

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of this solicitation.

Name of Firm	 Date
Vendor Signature	 
Print Name	 
Insurance Agency	 
Agent Name	 Telephone Number



# Attachment 7: Quotation Response Form

(Complete and submit all information below)

#### Section 1 – Category pricing

Insert pricing and or percentages requested in lines 1-6.

Line #	Description	Price
1	"Turn-key" service including travel and out of pocket expenses, advertisement sales and management, design, research, composition, set- up, and proofing.	\$
2	Cost for printing, binding, packaging and distribution (100,000 copies).	\$
3	Total cost for Internet media developing, uploading and coordination with CVB vendor.	\$
4	Percent of Advertising Revenue kept by your company (line 4 and 5 should add up to 100%)	\$
5	Percent of Advertising Revenue shared with the CVB (line 4 and 5 should add up to 100%)	\$
6	Based on XXX,XXX in advertising revenue, how much money would be kept by your company? (xxx,xxx x XX% (from line 4))	\$

#### Section 2 – Total Cost to the County

Follow the directions in line 7 to determine the total cost to the County. The responsive bidder with the lowest line 7 price will be awarded the bid.

Line #	Description	Price
7	Total Cost to the County (Add lines 1, 2, 3, and 6)	

#### Section 3 – Responsiveness

Provide at least five (5) years of successful experience in providing a "turn-key" destination publication in both print and digital format for Internet media including, but not limited to: ad sales, design, photography, research, composition, printing and distribution. Experience in producing Florida destination publications is highly desired.

Provide a suggested rate card and include whether or not agency discounts and prepay options to be offered. Publisher should also explain their marketing and sales plan to assure the CVB that all tourism related businesses in Collier County that might have an interest in advertising will have the opportunity to respond.

Company

Print Name

June 27, 201 New Business 36 of 63



Administrative Services Department Procurement Services Division

#### Attachment 2: Vendor's Check List

# IMPORTANT: THIS SHEET MUST BE SIGNED BY VENDOR. Please read carefully, sign in the spaces indicated and return with bid.

Vendor should check off each of the following items as the necessary action is completed:

- 1. The Bid has been signed.
- 2. The Bid prices offered have been reviewed.
- 3. The price extensions and totals have been checked.
- The payment terms have been indicated.
- 5. Any required drawings, descriptive literature, etc. have been included.
- 6. Any delivery information required is included.
- 7. If required, the amount of bid bond has been checked, and the bid bond or cashier's check has been included.
- 8. Addendum have been signed and included, if applicable.
- 9. Affidavit for Claiming Status as a Local Business, if applicable.
- 10. Immigration Affidavit and company's E-Verify profile page or memorandum of understanding.
- 11. Copies of licenses, equipment lists, subcontractors or any other information as noted in this ITB.
- 12. The mailing envelope must be addressed to:

**Procurement Director Collier County Government Purchasing Department** 3327 Tamiami Trail E Naples FL 34112

The mailing envelope must be sealed and marked with:

Solicitation: 16-6645 – Production of Tourism Guides Opening Date: 05/27/2016; 3:00PM

- 13. The bid will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise bid cannot be considered.)
- 14. If submitting a manual bid, include any addenda (initialed and dated noting understanding and receipt). If submitting bid electronically, bidder will need to download all related documents on www.colliergov.net/bid. The system will date and time stamp when the addendum files were downloaded

# ALL COURIER DELIVERED BIDS MUST HAVE THE BID NUMBER AND TITLE ON THE OUTSIDE OF THE COURIER PACKET.

FLORIDA HOMES MAGAZINE, LLC DBA FUSE MEDIA Company Name PRESIDENT Signature & Title 5/24/16 Date



Administrative Services Department Procurement Services Division

### Attachment 3: Vendor Submittal - Bid Response Form

#### FROM: FLORIDA HOMES MAGAZINE, LLC DBA FUSE MEDIA

Board of County Commissioners Collier County Government Center Naples, Florida 34112

# RE: Solicitation: 16-6645 – Production of Tourism Guides

Dear Commissioners:

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The undersigned, as Vendor, hereby declares that the specifications have been fully examined and the Vendor is fully informed in regard to all conditions pertaining to the work to be performed for as per the scope of work. The Vendor further declares that the only persons, company or parties interested in this Bid or the Contract to be entered into as principals are named herein; that this Bid is made without connection with any other person, company or companies submitting a Bid; and it is all respects fair and in good faith, without collusion or fraud.

The Vendor proposes and agrees if this bid is accepted, to comply with the requirements in full and in accordance with the terms, conditions and specifications denoted herein. The Vendor agrees to provide the following:

#### \*\*\* SEE FOLLOWING PAGES \*\*\*

Any discounts or terms must be shown on the Bid Response Form. Such discounts, if any, will be considered and computed in the tabulation of the bids. In no instance should terms for less than fifteen (15) days payment be offered.

Prompt Payment Terms: 2% 15 Days; Net 30 Days

Note: If you choose to bid manually, please submit an ORIGINAL and ONE COPY of your bid response pages. The undersigned do agree that should this Bid be accepted, to execute a formal contract, if required, and present the formal contract to the County Procurement Director for approval within fifteen (15) days after being notified of an award.

New Business 7-c IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 24 day of 38 of 63 MAY, 2016 in the County of SARASOTA, in the State of FLORIDA.

Firm's Complete Legal Name	FLORIDA HOMES MAGAZINE, LLC DBA FUSE MEDIA
Address	1900 MAIN ST, SUITE 209
City, State, Zip	SARASOTA, FL 34236
Florida Certificate of Authority Document Number Federal Tax Identification Number CCR # or CAGE Code	L08000099575 80-0782751
Telephone Number	941-227-7331 OF 941-549-5960
FAX Number	941-227-7331
Signature / Title	Julie Lous Gibson PRESIDENT
Type Name of Signature	JULIE LEWIS GIBSON
Date	5/24/2016
*****	Additional Contact Information
Send Payments To: (REQUIR	ED ONLY if different from above)
Firm's Complete Legal Name	
Address	
City, State, Zip	
Contact Name	
Telephone Number	
FAX Number	
Email Address	

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June 27, 2016

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5/25/16, 2:12 PM June 27, 2016 New Business 7-c 39 of 63

Welcome User ID JULIE LEWIS GIBS... JLEW1717 Last Login 10:07 AM - 05/25/2016

Log Out

Company Name: Company ID Number: Doing Business As (DBA) Name: DUNS Number:	FLORIDA HOMES MA 974608 FUSE MEDIA	GAZINE, LLC	View / Edit		
Company ID Number: Doing Business As (DBA) Name:	974608	GAZINE, LLC	View / Edit		
Doing Business As (DBA) Name:			L		
Doing Business As (DBA) Name:					
Doing Business As (DBA) Name:	FUSE MEDIA				
DUNS Number:					
		Mailing Address:			
Physical Location:		Malling Address.			
Address 1:	1900 MAIN ST	Address 1:			
	SUITE 209	Address 2:			
	SARASOTA	City:			
	FL	State:			
	34236	Zip Code:			
	SARASOTA				
••••••••••••••••••••••••••••••••••••••					
Additional Information:					
	ham 900792757				
	5 10 9				
Parent Organization: Administrator:					
Employer Category:	None of these catego	ries apply			
······································					
NAICS Code: 32	23 - PRINTING AND REL <sup>4</sup>	TED SUPPORT ACTIVITIES	View / Edit		
Total Hiring Sites: 1			View / Edit		
Total Points of Contact: 2	1		View / Edit		
	Address 2: City: State: Zip Code: County: Additional Information: Employer Identification Num Total Number of Employees: Parent Organization: Administrator: Organization Designation Employer Category: NAICS Code: 3: Total Hiring Sites: 1	Address 2:SUITE 209City:SARASOTAState:FLZip Code:34236County:SARASOTAAdditional Information:Employer Identification Number: 800782757Total Number of Employees:5 to 9Parent Organization:Administrator:Organization Designation:Employer Category:None of these categoNAICS Code:323 - PRINTING AND RELATotal Hiring Sites:1Total Points of Contact:2	Address 2:SUITE 209Address 2:City:SARASOTACity:State:FLState:Zip Code:34236Zip Code:County:SARASOTAAdditional Information:Employer Identification Number: 800782757Total Number of Employees:5 to 9Parent Organization:Administrator:Organization Designation:Employer Category:None of these categories applyNAICS Code:323 - PRINTING AND RELATED SUPPORT ACTIVITIESTotal Hiring Sites:1		



# Attachment 5: Vendor Submittal – Immigration Affidavit

# Solicitation: 16-6645 – Production of Tourism Guides

This Affidavit is required and should be signed, notarized by an authorized principal of the firm and submitted with formal Invitations to Bid (ITB's) and Request for Proposals (RFP) submittals. Further, Vendors / Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the vendor's/bidder's proposal. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. Failure to include this Affidavit and acceptable evidence of enrollment in the E-Verify program, may deem the Vendor / Bidder's proposal as non-responsive.

Collier County will not intentionally award County contracts to any vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA").

Collier County may consider the employment by any vendor of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by Collier County.

Vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at the time of submission of the Vendor's / Bidder's proposal.

Company Name	FLORIDA HOMES MAGAZINE, LLC DBA FUSE MEDIA		
Print Name	JULIE LEWIS GIBSON	Title PRESIDENT	
Signature	Julu Sihr	Date 5/25/2016	
State of FLORIDA			
County of SARASO1	FA		
The foregoing instrum	nent was signed and acknowledged before me this $\underline{Z}$	$5^{-21}$ day of, 20 <u>76</u> , by	
Julie Lewi (Print or Type Na	ame) who has produced <u>FL Drivers</u> (Type of Ident	License as identification.	
	interpres		
Notary Public Signatur		NE COUNTRYMAN TARY PUBLIC	
Printed Name of Notar	y Public Cor	ATE OF FLORIDA nm# FF155760 bires 10/17/2018	
Notary Commission	Number/Expiration		

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

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#### Attachment 6: Vendor Substitute W – 9

# **Request for Taxpayer Identification Number and Certification**

In accordance with the Internal Revenue Service regulations, Collier County is required to collect the following information for tax reporting purposes from individuals and companies who do business with the County (including social security numbers if used by the individual or company for tax reporting purposes). Florida Statute 119.071(5) require that the county notify you in writing of the reason for collecting this information, which will be used for no other purpose than herein stated. Please complete all information that applies to your business and return with your quote or proposal.

### 1. General Information (provide all information)

Taxpayer Name FLORIDA HOMES MAGAZINE (as shown on income tax return) Business Name	
(if different from taxpayer name) Address 1900 MAIN ST, SUITE 209	City SARASOTA
State FLORIDA	Zip 34236
Telephone 941-227-7331 FAX 941-227-7331	Email JULES@FUSEMEDIAINC.COM
Order Information	Remit / Payment Information
Address	Address
City State Zip	City State Zip
FAX	FAX
Email	Email

#### 2. Company Status (check only one)

Individual / Sole Proprietor	Corporatio	onPartnership
Tax Exempt (Federal income tax-e under Internal Revenue Service gr 501 (c) 3)	exempt entity uidelines IRC	<ul> <li>X_Limited Liability Company</li> <li>C_Enter the tax classification (D = Disregarded Entity, C = Corporation, P = Partnership)</li> </ul>

# 3. Taxpayer Identification Number (for tax reporting purposes only)

Federal Tax Identification Number (TIN) 80-0782757

(Vendors who do not have a TIN, will be required to provide a social security number prior to an award of the contract.)

#### 4. Sign and Date Form

Certification: Under penalties of perjury, I certify that the information shown on this form is correct to my knowledge.

Signature Julie	Jeur (e	July	Date 5/24/16
Title PRESIDENT			Phone Number 941-227-7331



# Attachment 7: Vendor Submittal - Insurance and Bonding Requirements

ins 1.	urance / Bond Type Worker's Compensation	<b>Required Limits</b> Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements		
2.	Employer's Liability	\$100,000 single limit per occurrence		
3.	Commercial General	Bodily Injury and Property Damage		
	patterned after the current ISO form	\$1,000,000 single limit per occurrence, \$2,0 Liability and Property Damage Liability. This Operations; Independent Contractors; Produ and Contractual Liability.	shall include Premises and	
4.	Indemnification	To the maximum extent permitted by Florida Contractor/Vendor/Consultant shall indemnit County, its officers and employees from any losses and costs, including, but not limited to paralegals' fees, to the extent caused by the intentionally wrongful conduct of the Contract employed or utilized by the Contractor/Vend of this Agreement.	and all liabilities, damages, o, reasonable attorneys' fees and e negligence, recklessness, or ctor/Vendor/Consultant or anyone	
4.	Automobile Liability	Each Occurrence; Bodily Inju Owned/Non-owned/Hired; Automobile Inclue	iry & Property Damage, ded	
5.	Other insurance as	Watercraft	Per Occurrence	
	noted:	United States Longshoreman's and Hart maintained where applicable to the complet	orworker's Act coverage shall be ion of the work. \$ Per Occurrence	
		Maritime Coverage (Jones Act) shall be	maintained where applicable to	
		the completion of the work.	Per Occurrence	
		Aircraft Liability coverage shall be carrie \$5,000,000 each occurrence if applicable to under this Agreement.	the completion of the Services	
			Per Occurrence	
		Pollution	Per Occurrence	
		Professional Liability	per claim and in     the aggregate	
		<ul> <li>\$1,000,000 per claim and in the aggreg</li> <li>\$2,000,000 per claim and in the aggreg</li> </ul>	ate ate	
		Project Professional Liability	Per Occurrence	
		Valuable Papers Insurance	Per Occurrence	

New Business 7-c Per Occurrences \$ Employee Dishonesty / Crime Including Employee Theft, Funds Transfer Fraud, Include a Joint Loss Payee endorsement naming Collier County. Shall be submitted with proposal response in the form of certified funds, 6. Bid bond cashiers' check or an irrevocable letter of credit, a cash bond posted with the County Clerk, or proposal bond in a sum equal to 5% of the cost proposal. All checks shall be made payable to the Collier County Board of County Commissioners on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation. For projects in excess of \$200,000, bonds shall be submitted with the 7. Performance and executed contract by Proposers receiving award, and written for 100% of the **Payment Bonds** Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

- 8. X Vendor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Vendor shall provide County with certificates of insurance meeting the required insurance provisions.
- 9. Collier County must be named as "ADDITIONAL INSURED" on the Insurance Certificate for Commercial General Liability where required.
- 10. The Certificate Holder shall be named as Collier County Board of County Commissioners, OR, Board of County Commissioners in Collier County, OR Collier County Government, OR Collier County. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: For any and all work performed on behalf of Collier County.

11. X Thirty (30) Days Cancellation Notice required.

RLC 4/11/2016

Vendor's Insurance Statement

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of this solicitation.

Name of Firm	FLORIDA HOMES MAGAZINE, LLC DBA FUSE MEDIA	Date 5/24/16
Vendor Signature	Juli Leus Calm	
Print Name	JULES LEWIS GIBSON	
Insurance Agency	<b>GIBSON FINANCIAL &amp; INSURANCE</b>	
Agent Name	GREG GIBSON	Telephone Number 941-323-6500

June 27, 2016

ount nistrative Services Department

Procurement Services Division

#### **Attachment 7: Quotation Response Form**

(Complete and submit all information below)

### Section 1 – Category pricing

Insert pricing and or percentages requested in lines 1-6.

Line #	Description	Price
1	"Turn-key" service including travel and out of pocket expenses, advertisement sales and management, design, research, composition, set- up, and proofing.	\$52,700
2	Cost for printing, binding, packaging and distribution (100,000 copies).	\$65,500
3	Total cost for Internet media developing, uploading and coordination with CVB vendor.	\$1,000
4	Percent of Advertising Revenue kept by your company (line 4 and 5 should add up to 100%)	30%
5	Percent of Advertising Revenue shared with the CVB (line 4 and 5 should add up to 100%)	70%
6	Based on \$119,000 in advertising revenue, how much money would be kept by your company? (\$119,000 x XX% (percentage from line 4))	\$83,300 \$35,700.

# Section 2 - Total Cost to the County

Follow the directions in line 7 to determine the total cost to the County. The responsive bidder with the lowest line 7 price will be awarded the bid.

Line #	Description	Price	.00
	Total Cost to the County (Add lines 1, 2, 3, and 6)	\$39,900 \$154,900	

#### Section 3 – Responsiveness

- 1. Provide at least five (5) years of successful experience in providing a "turn-key" destination publication in both print and digital format for Internet media including, but not limited to: ad sales, design, photography, research, composition, printing and distribution. Experience in producing Florida destination publications is highly desired.
- 2. Provide a suggested rate card and include whether or not agency discounts and prepay options to be offered. Publisher should also explain their marketing and sales plan to assure the CVB that all tourism related businesses in Collier County that might have an interest in advertising will have the opportunity to respond.
- 3. Provide at least three (3) examples of publications that your company created for government agencies of similar size.

FLORIDA HOMES MAGAZINE, I	LC DBA FUSE MEDIA	
Company	0 04	
Julie Lewis Gib	son Julie Lewis Al	
Print Name	U Signature	Date

16-6645 -- Production of Tourism Guides ITB Template 01202016



June 27, 2016 **Publishers of FibieidaBitsimesssMagazine**, **Florida Boating Magazine and GRAVITASTAB** 1900 Main St, #209, Sarasota, FL 34236 941-227-7331 sales@fusemediainc.com

# 2017 Paradise Coast Visitors Guide Bid

# **ABOUT US**

**FUSE Media** is an award-winning regional magazine group catering to niche luxury markets through its distinctive lifestyle publications. Renowned for reaching and motivating highly affluent consumers, both residents and visitors, our publications celebrate coastal lifestyles, luxury real estate, travel and Women on the Gulf Coast.

For our clients, we develop custom marketing strategies weaving together a cohesive message and compelling experience across all legacy and new media platforms. We specialize in niche publishing solutions, creative development, strategic planning, content marketing products and social media engagement.

### **Our History**

In 2008, our first publication, Florida Homes Magazine was produced as primarily a relocation guide for Canadians. Jules Lewis Gibson bought the company in 2008 expanding the vision of the publication to include tourism guides to the Southwest Gulf Coast. Covering Tampa to Marco Island, Florida Homes Magazine uniquely combines travel and luxury real estate in a unique editorial style targeting affluent demographics in key feeder markets in the US and Canada.

Since then she has used her twenty plus years of experience as a marketing and advertising leader to grow the company to include two additional publications: Florida Boating Magazine and GRAVITAS Magazine. In addition to our proprietary publications, we produce turn-key publications for our clients including Michael Saunders & Company and Fannie Hillman and Associates.

## Testimonial—

"Working with Jules Gibson and the Fuse Media team to put together our bi-annual SaundersBEST magazine is always a positive experience. I know that her expertise with luxury consumer goods will result in a powerful branding tool for our company. The quality is superb. Her keen eye for beautiful layout and execution is much appreciated." Jennifer Horvat, Chief Marketing Officer, Michael Saunders & Company

#### FUSE Media is proud to be a Woman-Owned Small Business



June 27, 2016 Publishers of FINERAL BHOMMESS Magazine, Florida Boating Magazine and GRAVITAS Magazine 1900 Main St, #209, Sarasota, FL 34236 941-227-7331 sales@fusemediainc.com

# 2017 Paradise Coast Visitors Guide Bid

# **Marketing Strategy**

Our local Naples publisher, Nella DeCesare will begin contacting previous advertising clients immediately to set up appointments to review the 2017 Naples, Marco Island, Everglades Convention and Visitors Bureau (CVB) Tourism Guide. DeCesare is a native of Naples and highly respected marketing professional in the region.

In addition to previous clients, we have a proprietary list of over 2500 prospective clients in the Southwest Florida region that may have interest in advertising in the publication as well. We will target those prospective clients specifically in the tourism industry to contact about the opportunity.

# Digital

In addition to the print publication, a digital version of the publication can be hosted on our online platform which allows videos to be embedded into the pages of the issue. Video-Mags are an excellent way to build the online exposure of Collier county. Current videos produced by the Naples, Marco Island, Everglades Convention and Visitors Bureau (CVB) can be added to the digital publication included in the cost of the bid.

FUSE Media is proud to be a Woman-Owned Small Business



June 27, 2016 Publishers of Fiveid & Hismess Magazine, Florida Boating Magazine and GRAVHA9f Magazine 1900 Main St, #209, Sarasota, FL 34236 941-227-7331 sales@fusemediainc.com

# 2017 Paradise Coast Visitors Guide Suggested Rate Card

The 2017 rate card will be incorporated into a beautifully designed media kit that powerfully captures the value proposition for advertisers by providing information about the CVB's mission and vision, marketing and advertising campaign initiatives, guide distribution, website statistics, visitor demographics, advertising opportunities, ad rates and ad specs.

# 2017 Recommended Rates

Full Page	\$6,425
Half Page	\$4,195
Third Page	\$3,225
Sixth Page	\$2,150

# **Premium Positions**

Inside Front Cover	\$7,495
Page 1	\$7,495
Table of Contents	\$7,495
Inside Back Cover	\$6,995
Back Cover	\$7,995
Two-Page Spread	\$11,995

# DISCOUNTS

10% Agency Discount5% Pre-Pay Discount



# Attachment 2: Vendor's Check List

# **IMPORTANT:** THIS SHEET MUST BE SIGNED BY VENDOR. Please read carefully, sign in the spaces indicated and <u>return</u> with bid.

Vendor should check off each of the following items as the necessary action is completed:

1. The Bid has been signed.

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- 2.//The Bid prices offered have been reviewed.
- 3.//The price extensions and totals have been checked.
- 4// The payment terms have been indicated.
- 5. Any required drawings, descriptive literature, etc. have been included.
- 6. Any delivery information required is included.
- J. <u>If required</u>, the amount of bid bond has been checked, and the bid bond or cashier's check has been included.
- 8/ Addendum have been signed and included, if applicable.
- 9. Affidavit for Claiming Status as a Local Business, if applicable.
- 10. Immigration Affidavit and company's E-Verify profile page or memorandum of understanding.
- 1. Copies of licenses, equipment lists, subcontractors or any other information as noted in this / ITB.
- 12. The mailing envelope must be addressed to:

Procurement Director Collier County Government Purchasing Department 3327 Tamiami Trail E Naples FL 34112

The mailing envelope must be sealed and marked with:

Solicitation: 16-6645 – Production of Tourism Guides Opening Date: 05/27/2016; 3:00PM

13. The bid will be mailed or delivered in time to be received no later than the specified <u>opening date</u> and time. (Otherwise bid cannot be considered.)

14. If submitting a manual bid, include any addenda (initialed and dated noting understanding and receipt). If submitting bid electronically, bidder will need to download all related documents on www.colliergov.net/bid. The system will date and time stamp when the addendum files were downloaded

## ALL COURIER DELIVERED BIDS MUST HAVE THE <u>BID NUMBER AND TITLE ON THE OUTSIDE</u> OF THE COURIER PACKET.

Presstige Printing	
Company Name	Sprice Acaron Manager
Signature & Title 5/26/16	Carrier Construction of the Construction of th
Date	

June 27, 2016 New Business 7-c 50 of 63

Administrative Services Department Procurement Services Division

### Attachment 3: Vendor Submittal - Bid Response Form

FROM: PRESSTIGE PRINTING

Board of County Commissioners Collier County Government Center Naples, Florida 34112

#### RE: Solicitation: 16-6645 – Production of Tourism Guides

Dear Commissioners:

The undersigned, as Vendor, hereby declares that the specifications have been fully examined and the Vendor is fully informed in regard to all conditions pertaining to the work to be performed for as per the scope of work. The Vendor further declares that the only persons, company or parties interested in this Bid or the Contract to be entered into as principals are named herein; that this Bid is made without connection with any other person, company or companies submitting a Bid; and it is all respects fair and in good faith, without collusion or fraud.

The Vendor proposes and agrees if this bid is accepted, to comply with the requirements in full and in accordance with the terms, conditions and specifications denoted herein. The Vendor agrees to provide the following:

#### \* \* \* SEE FOLLOWING PAGES \* \* \*

Any discounts or terms must be shown on the Bid Response Form. Such discounts, if any, will be considered and computed in the tabulation of the bids. In no instance should terms for less than fifteen (15) days payment be offered.

Prompt Payment Terms: \_\_\_\_% \_\_\_\_ Days; Net 15 Days

**Note:** If you choose to bid manually, please submit an ORIGINAL and ONE COPY of your bid response pages. The undersigned do agree that should this Bid be accepted, to execute a formal contract, if required, and present the formal contract to the County Procurement Director for approval within fifteen (15) days after being notified of an award.

June 27, 2016 New Business 7-c

day of 63

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this <u>27th</u> <u>May</u>, 2016 in the County of <u>Lee</u>, in the State of <u>Florida</u>.

Firm's <b>Complete Legal</b> Name	Customer First Inc. of Naples d/b/a Presstige Printing
Address	10940 Harmony Park Drive
City, State, Zip	Bonita Springs, FL 34135
Florida Certificate of Authority Document	H78012
Number Federal Tax Identification Number CCR # or CAGE Code	59-3737129 Registration is undergoing IRS Consent Validation
Telephone Number	239.949.8518
FAX Number	239.949.8522
Signature / Title	Senior Account Manager
Type Name of Signature	Wendy Gexler
Date	5/27/16

# 

# **Additional Contact Information**

# Send Payments To: (REQUIRED ONLY if different from above)

Firm's Complete Legal Name	
Address	
City, State, Zip	
Contact Name	
Telephone Number	
FAX Number	
Email Address	

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Administrative Services Department Procurement Services Division

### Attachment 4: Vendor Submittal – Local Vendor Preference Affidavit

Solicitation: 16-6645 – Production of Tourism Guides (Check Appropriate Boxes Below) State of Florida (Select County if Vendor is described as a Local Business

# Collier County

Lee County

Vendor affirms that it is a local business as defined by the Purchasing Policy of the Collier County Board of County Commissioners and the Regulations Thereto. As defined in Section XI of the Collier County Purchasing Policy:

Local business means the vendor has a current Business Tax Receipt issued by the Collier County Tax Collector for at least one year prior to bid or proposal submission to do business within Collier County, and that identifies the business with a permanent physical business address located within the limits of Collier County from which the vendor's staff operates and performs business in an area zoned for the conduct of such business. A Post Office Box or a facility that receives mail, or a non-permanent structure such as a construction trailer, storage shed, or other non-permanent structure shall not be used for the purpose of establishing said physical address. In addition to the foregoing, a vendor shall not be considered a "local business" unless it contributes to the economic development and well-being of Collier County in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities, support and increase to the County's tax base, and residency of employees and principals of the business within Collier County. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their bid or proposal to be eligible for consideration as a "local business" under this section. A vendor who misrepresents the Local Preference status of its firm in a proposal or bid submitted to the County will lose the privilege to claim Local Preference status for a period of up to one year under this section.

Vendor must complete the following information:

ITB Template\_01202016

Year Business Established in Collier County or 🛛 Lee County:

Number of Employees (Including Owner(s) or Corporate Officers): 27

Number of Employees Living in Collier County or K Lee (Including Owner(s) or Corporate Officers): 21

If requested by the County, vendor will be required to provide documentation substantiating the information given in this affidavit. Failure to do so will result in vendor's submission being deemed not applicable.

Vendor Name:Presstige Printing	Date: _5/27/16
Address in Collier or Lee County: _10940 Harmony Park	< Drive, Bonita Springs FL 34135
Signature:	Title: _Senior Account Manager
STATE OF FLORIDA	
Sworn to and Subscribed Before Me, a Notary Public, for of, 2016	the above State and County, on this <u>27</u> Day
Notary Public	COVER LARGE
My Commission Expires:	Commission #EE838438
(AFFIX OFFICIAL SEAL)	My Commission Expires September 26, 2016
16-6645 – Production of Tourism Guides	2010

June 27, 2016 New Business 7-c 53 of 63  $\mathcal{I}$ 

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#### Attachment 5: Vendor Submittal - Immigration Affidavit

#### Solicitation: 16-6645 - Production of Tourism Guides

This Affidavit is required and should be signed, notarized by an authorized principal of the firm and submitted with formal Invitations to Bid (ITB's) and Request for Proposals (RFP) submittals. Further, Vendors / Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the vendor's/bidder's proposal. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. <u>Failure to include this Affidavit and acceptable evidence of enrollment in the E-Verify program, may deem the Vendor / Bidder's proposal as non-responsive.</u>

Collier County will not intentionally award County contracts to any vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA").

Collier County may consider the employment by any vendor of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by Collier County.

Vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at the time of submission of the Vendor's / Bidder's proposal.

Company Name	Presstige Printing		
Print Name	Wendy Gexler	$\wedge$	Title
Signature	llary(7	- B	Date5/27/16
State of		ę.	
County of	lier		27 20.000 11
The foregoing instrume	ent was signed and ackno	wledged before me this	ZI day of MAY , 20, by
Wendy G.	exter who has prov	duced_driv Mo	License as identification.
(Print or Type Nam	le le lott	(Type of Ide	ntification and Number)
Notary Public Signature	Shi FAett	JACQUELINE L Commission #	SHIFFLETT EE838438
Printed Name of Notary F	Public	My Commission September	
EE8434:	38		
Notary Commission Nu	umber/Expiration		

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

June 27, 2016 New Business 7-c 55 of 63 ÷

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ly Cases	company mormat	011		
lew Case	Company Name:	Customer First		
lew Cases	Company Name.			View / Edit
earch Cases				
y Profile	Company ID Number:	768565		
dit Profile	Doing Business As (DBA) DUNS Number:			
hange Password		050354927		
hange Security Questions	Physical Location:			
y Company			Mailing Address:	
dit Company Profile	Address 1:	10940 Harmony Park Drive		
dd New User	Address 2:		Address 2:	
iew Existing Users	City:	Bonita Springs	City:	
lose Company Account	State:	FL	State:	
y Reports	Zip Code:	34135	Zip Code:	
ew Reports	County:	LEE		
y Resources	Additional information:			
ew Essential Resources				
ake Tutorial	Employer Identification Nu			
ew User Manual	Total Number of Employee	s: 20 to 99		
hare Ideas	Parent Organization: Administrator:			
ontact Us	Administrator.			
	Organization Designatio	<b>n</b> •		
	Employer Category:	None of these categories a	оріу	
	NAICS Code:	339 - MISCELLANEOUS MANU	FACTURING	View / Edit
				<b></b>
	Total Hiring Sites:	1		View / Edit
	Total Points of Contact:	2		View / Edit

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# Attachment 6: Vendor Substitute W – 9 Request for Taxpayer Identification Number and Certification

In accordance with the Internal Revenue Service regulations, Collier County is required to collect the following information for tax reporting purposes from individuals and companies who do business with the County (including social security numbers if used by the individual or company for tax reporting purposes). Florida Statute 119.071(5) require that the county notify you in writing of the reason for collecting this information, which will be used for no other purpose than herein stated. Please complete all information that applies to your business and return with your quote or proposal.

### 1. General Information (provide all information)

Taxpayer Name _Customer First Inc. of Naples	
(as shown on income tax return)	
Business NamePresstige Printing (if different from taxpayer name)	
Address <u>10940 Harmony Park Drive</u>	City Bonito Springe
	CityBonita Springs
State _FL	Zip <u>34135</u>
Telephone 230 040 95195	
FAX 334 494	8522 Email WERDYO DUESS COEPLINING. CH
	Q
Order Information	Remit / Payment Information
Address SAME	
Address SAUE	Address SAME
	Address SAME
City State Zip	
City State Zip	Address         State            City          State
City State Zip	Address SAME

#### 2. Company Status (check only one)

Individual / Sole Proprietor		ionPartnership
Tax Exempt (Federal income ta under Internal Revenue Service	x-exempt entity guidelines IRC	Limited Liability Company
501 (c) 3)	•	Enter the tax classification
		(D = Disregarded Entity, C = Corporation, P = Partnership)

# 3. Taxpayer Identification Number (for tax reporting purposes only)

Federal Tax Iden	tification Number (TIN)	59-373	7 129	_			_
(Vendors who do	not have a TIN, will be	required to provide	a social security nur	nber pr	rior to an a	ward of the contract.	ŝ
Sign and Date Fo							
Certification: Unde	r penalties of perjury, (	ertify that the inform	nation shown on this	form i	s correct t	o my knowledge.	
Signature/	ENH ZEAN		D	ate	5 act	16	

4.

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16-6645 – Production of Tourism Guides ITB Template\_01202016

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# Attachment 7: Vendor Submittal - Insurance and Bonding Requirements

Insurance / Bond Type		Required Limits		
	⊠ Worker's Compensation	Statutory Limits of Florida Statutes, Chapter Statutory Limits and Requirements	440 and all Fe	deral Government
2.	🛛 Employer's Liability	\$100,000 single limit per occurrence		
3.	Commercial General Ciability (Occurrence Form)	Bodily Injury and Property Damage		
	patterned after the current ISO form	\$1,000,000 single limit per occurrence, \$2,000,000 aggregate for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability.		
4.	⊠ Indemnification	To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless Collier County, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement.		
4.	X Automobile Liability	Lico, Con Each Occurrence; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included		
5.	Other insurance as noted:	Watercraft	\$	Per Occurrence
	noted.	United States Longshoreman's and Harbor maintained where applicable to the completior	worker's Act co of the work.	
		Maritime Coverage (Jones Act) shall be maintained where applicable to		
		the completion of the work.	\$	Per Occurrence
		Aircraft Liability coverage shall be carried in limits of not less than \$5,000,000 each occurrence if applicable to the completion of the Services under this Agreement.		
			\$	Per Occurrence
		Pollution	\$	Per Occurrence
		Professional Liability	\$	per claim and in the aggregate
		<ul> <li>\$1,000,000 per claim and in the aggregate</li> <li>\$2,000,000 per claim and in the aggregate</li> </ul>	•	the aggregate
		Project Professional Liability	\$	Per Occurrence
		Valuable Papers Insurance	\$	Per Occurrence

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- New Business 7-c Per Occurrence Employee Dishonesty / Crime \$ Including Employee Theft, Funds Transfer Fraud, Include a Joint Loss Payee endorsement naming Collier County. 6. Bid bond Shall be submitted with proposal response in the form of certified funds, cashiers' check or an irrevocable letter of credit, a cash bond posted with the County Clerk, or proposal bond in a sum equal to 5% of the cost proposal. All checks shall be made payable to the Collier County Board of County Commissioners on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation. 7. Performance and For projects in excess of \$200,000, bonds shall be submitted with the Payment Bonds executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide. published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.
- 8. Vendor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Vendor shall provide County with certificates of insurance meeting the required insurance provisions.
- 9. Collier County must be named as "ADDITIONAL INSURED" on the Insurance Certificate for Commercial General Liability where required.
- 10. The Certificate Holder shall be named as Collier County Board of County Commissioners, OR, Board of County Commissioners in Collier County, OR Collier County Government, OR Collier County. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: For any and all work performed on behalf of Collier County.
- 11. X Thirty (30) Days Cancellation Notice required.

#### RLC 4/11/2016

#### Vendor's Insurance Statement

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of this solicitation.

Name of Firm	Pressive Physiciae D	ate 5/20/10
Vendor Signature	ll Enly Sigth	
Print Name	WERDY GEXLER	
Insurance Agency	EUROVERS PREFERRED Ins. Co.	LUTCENT LASKANE
Agent Name ADP TOS. AUDIALETTA JEANA BUSTIC Telephone Number (2005)		elephone Number 90524. 724
		239.262.7171

June 27, 2016

ounty

Administrative Services Department Procurement Services Division

# Attachment 7: Quotation Response Form (Complete and submit all information below)

### Section 1 – Category pricing

Insert pricing and or percentages requested in lines 1-6.

Line #	Description	Price
1	"Turn-key" service including travel and out of pocket expenses, advertisement sales and management, design, research, composition, set- up, and proofing.	\$
2	Cost for printing, binding, packaging and distribution (100,000 copies).	\$ 45,393
3	Total cost for Internet media developing, uploading and coordination with CVB vendor.	\$ DUENSIONS =
4	Percent of Advertising Revenue kept by your company (line 4 and 5 should add up to 100%)	OBLANA
5	Percent of Advertising Revenue shared with the CVB (line 4 and 5 should add up to 100%)	SEE ATTACHTOD SIEQS
6	Based on \$119,000 in advertising revenue, how much money would be kept by your company? (\$119,000 x XX% (percentage from line 4))	\$

#### Section 2 – Total Cost to the County

Follow the directions in line 7 to determine the total cost to the County. The responsive bidder with the lowest line 7 price will be awarded the bid.

Line #	Description	Price
7	Total Cost to the County (Add lines 1, 2, 3, and 6)	\$ 45,393.00

#### **Section 3 – Responsiveness**

- 1. Provide at least five (5) years of successful experience in providing a "turn-key" destination publication in both print and digital format for Internet media including, but not limited to: ad sales, design, photography, research, composition, printing and distribution. Experience in producing Florida destination publications is highly desired.
- 2. Provide a suggested rate card and include whether or not agency discounts and prepay options to be offered. Publisher should also explain their marketing and sales plan to assure the CVB that all tourism related businesses in Collier County that might have an interest in advertising will have the opportunity to respond.
- 3. Provide at least three (3) examples of publications that your company created for government agencies of similar size.

PRESONCE	Rinting	
Company		
Print Name	Signature	<u>5/20/16</u> Date

June 27, 2016 New Business 7-c 62 of 63



10940 Harmony Park Drive Bonita Springs, Florida 34135 Phone: 239-949-8518 Fax: 239-949-8522

> Date: 05-24-2016 Estimate: 99937

COLLIER COUNTY ADMINISTRATIVE SERVICES DIVISION ADAM NORTHRUP 3327 TAMIAMI TRAIL EAST NAPLES, FL 34112 Email: adamnorthrup@colliergov.net

Billing Contact COLLIER COUNTY ADMINISTRATIVE SERVICES DIVISION ADAM NORTHRUP 3327 TAMIAMI TRAIL EAST NAPLES, FL 34112 Email: adamnorthrup@colliergov.net

We are pleased to submit our ESTIMATE for the following job:

Description:	TOURISM GUIDE SOLICITATION #16-6645
Size/Pages:	9.5 X 8.75 (OBLONG STITCHES ON 8.75 SPINE) - 48 PAGE PLUS COVER
Graphics:	IMAGE READY FILES PROVIDED
Proofs:	EPSON ULTRACHROME COLOR MATCH PROOF
Paper One:	80# COVER GLOSS WHITE
Paper Two:	70# TEXT GLOSS WHITE
Bindery:	FOLD, COLLATE, SADDLE STITCH
inks:	4 COLOR - 2 SIDES
Bleeds:	YES

Quantity	<u>Price</u>	Price/Unit
50,000	\$23,577	\$ 0.4715
75,000	\$34,486	\$ 0.4598
100,000	\$45,393	\$ 0.4539

This estimate is based on current rates and costs and is subject to review in 30 days. Thank you for this opportunity - we hope to be of service to you.

Sincerely,

. .

Wendy Gexler 239-207-0711 - wendy@presstigeprinting.com

Accepted by

Date

# **EXPERIENCE & EQUIPMENT**

Presstige Printing started as a local quick print company in Naples, FL and has grown into one of the largest commercial printing companies in Southwest Florida serving Naples, Fort Myers, Cape Coral and beyond. With a long history in quality and customer service and an eye toward technology and innovation, hundreds of local customers find what they are looking for in Presstige Printing.

Our 15,000 sq. ft facility houses:

- graphic design department
- full service mail house
- prepress
- customer service department
- bindery (stitcher, folder, die cut, etc.)
- sales department
- offset presses including Shinohara 5-color press with in-line aqueous coating
- digital presses

Over the past five years Presstige has made significant investments in technology to improve quality and consistency of our product. Through partnering with Fuji, a leader in commercial printing color control, we have made our ability to match proof to press nearly flawless. Their proprietary ColorMatch software points both our press and proofing devices to the same color target (GraCol 7) and then we calibrate each until the desired target is achieved. Our new Fuji Dart platesetter and Rampage RIP work together to make sure our press is up to color in the fewest possible sheets.

Our mail facility staff is trained and educated in the most current USPS regulations and our equipment is the most efficient in the industry.