



LEE COUNTY
SOUTHWEST FLORIDA
BOARD OF COUNTY COMMISSIONERS

John E. Manning
District One

239-533-5450

Cecil L. Pendergrass
District Two

Larry Kiker
District Three

February 1, 2013

Tammy Hall
District Four

Davidson-Peterson Associates

Frank Mann
District Five

Marcia Wood

Doug Meurer
*Interim County
Manager*

201 Lafayette Center

Kennebunk, ME 04043

Andrea Fraser
Acting County Attorney

**SUBJECT: RFP-12-09 VISITOR & CONVENTION BUREAU MARKET
RESEARCH**

Diana M. Parker
*County Hearing
Examiner*

ENCLOSURE (1): Executed Copy of Professional Services Agreement

Dear Ms. Wood:

Enclosed is your executed copy of the Professional Services Agreement for the project known as "Visitor & Convention Bureau Market Research". Please note the contract number for this project is **6317**. This contract number will also serve as your Purchase Order Number for this project and must be on all invoice statements.

If you should have any questions, please contact our office at the above number.

Sincerely,
PROCUREMENT MANAGEMENT

Rachel Mixson
Procurement Analyst

C: Tamara Pigott, Director, VCB, Project Manager
Berta Maldonado, VCB
Finance

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT is made and entered into this 1st day of October, 2012, between the Board of County Commissioners of LEE COUNTY, a political subdivision of the STATE OF FLORIDA hereinafter referred to as the "COUNTY", and **Davidson-Peterson Associates (DPA)**, hereinafter referred to as the "PROVIDER".

WITNESSETH

WHEREAS, the COUNTY desires to obtain the services of said PROVIDER as further described herein referred to as **RFP-12-09 Lee County Visitor and Convention Bureau Market Research**, and,

WHEREAS, the PROVIDER hereby certifies that it has been granted and possesses valid, current licenses to do business in the State of Florida and in Lee County, Florida, issued by the respective State Board and Government Agencies responsible for regulating and licensing the services to be provided and performed by the PROVIDER pursuant to this Agreement; and,

WHEREAS, the PROVIDER has reviewed the services required pursuant to this Agreement and is qualified, willing and able to provide and perform all such services in accordance with the provisions, conditions and terms hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing, and the terms and provisions as contained herein, the parties agree that a Contract shall exist between them consisting of the following:

ARTICLE 1.0 - SCOPE OF SERVICES

PROVIDER hereby agrees to provide and perform the Services required and necessary to complete the services and work as set forth in EXHIBIT "A", dated October 01, 2012, entitled "SCOPE OF SERVICES", which is attached hereto and made a part of this Agreement.

ARTICLE 2.0 - DEFINITIONS

2.1 COUNTY shall mean the Board of County Commissioners of Lee County, a political subdivision of the State of Florida, and all officials and employees.

2.2 PROVIDER shall mean the individual, firm or entity offering services which, by execution of this Agreement, shall be legally obligated, responsible, and liable for providing and performing any and all of the services, work and materials, including services and/or the work of subcontractors, required under the covenants, terms and provisions contained in this Agreement.

2.3 SERVICES shall mean all services, work, materials, and all related professional, technical and administrative activities that are necessary to perform and complete the services required pursuant to the terms and provisions of this Agreement.

2.4 ADDITIONAL SERVICES shall mean any additional services that the COUNTY may request and authorize, in writing, which are not included in the Scope of Services as set forth in Article 1.0 above.

2.5 CHANGE ORDER shall mean a written document executed by both parties to this Agreement setting forth such changes to the Scope of Services as may be requested and authorized in writing by the COUNTY.

2.6 SUPPLEMENTAL TASK AUTHORIZATION as used refers to a written document executed by both parties to an existing Professional Service Agreement, or Service Provider Agreement, setting forth and authorizing a limited number of Professional Services, tasks, or work. Such Supplemental Task Authorizations are consistent with and have previously been included within the scope of services in the initial Professional Services Agreement, or Service Provider Agreement, for which authorization has not been previously given or budgeted.

ARTICLE 3.0 - OBLIGATIONS OF THE PROVIDER

The obligations of the PROVIDER with respect to all the Basic Services and Additional Services authorized pursuant to this Agreement shall include, but not be limited to the following:

3.1 LICENSES. The PROVIDER agrees to obtain and maintain throughout the terms of this Contract all such licenses as are required to do business in the State of Florida and in Lee County, Florida, including, but not limited to, licenses required by the respective State Boards and other governmental agencies responsible for regulating and licensing the services provided and performed by the PROVIDER.

3.2 QUALIFIED PERSONNEL. The PROVIDER agrees that when the services to be provided and performed relate to a professional service(s) which, under Florida Statutes, requires a license, certificate of authorization, or other form of legal entitlement to practice such services, to employ and/or retain only qualified personnel to be in charge of all Basic Services and Additional Services to be provided pursuant to this Agreement.

3.3 STANDARDS OF PROFESSIONAL SERVICE. The PROVIDER agrees to provide and perform all services pursuant to this Agreement in accordance with generally accepted standards of professional practice and, in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of governmental agencies which regulate or have jurisdiction over the services to be provided and/or performed by the PROVIDER.

3.4 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES

(1) Responsibility to Correct. The PROVIDER agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, reports, memoranda, other documents and other services, work and materials performed, provided, and/or furnished by PROVIDER. The PROVIDER shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in such data, studies and other services, work and materials resulting from the negligent act, errors or omissions or intentional misconduct of PROVIDER.

(2) County's Approval Shall Not Relieve Provider of Responsibility. Neither review, approval, or acceptance by COUNTY of data, studies, reports, memoranda, and incidental professional services, work and materials furnished hereunder by the PROVIDER, shall in any way relieve PROVIDER of responsibility for the adequacy, completeness and accuracy of its services, work and materials. Neither the COUNTY'S review, approval or acceptance of, nor payment for, any part of the PROVIDER'S services, work and materials shall be construed to operate as a waiver of any of the COUNTY'S rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

3.5 LIABILITY - PROVIDER TO HOLD COUNTY HARMLESS.

The PROVIDER shall be liable and agrees to be liable for, and shall indemnify, defend and hold the COUNTY harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs, expert witness and professional consultation services, and attorneys' fees arising out of the PROVIDER'S errors, omissions, and/or negligence. The PROVIDER shall not be liable to, nor be required to indemnify the COUNTY for any portions of damages arising out of any error, omission, and/or negligence of the COUNTY, its employees, agents, or representatives.

3.6 NOT TO DIVULGE CERTAIN INFORMATION. PROVIDER agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without the COUNTY'S prior written consent, or unless incident to the proper performance of PROVIDER'S obligations hereunder, or as provided for or required by law, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed; any non-public information concerning the services to be rendered by PROVIDER, AND PROVIDER shall require all of its employees and subcontractor(s) to comply with the provisions of this paragraph.

3.7 RESPONSIBILITY FOR ESTIMATES. In the event the services required pursuant to this Agreement include the PROVIDER preparing and submitting to the COUNTY any cost estimates, the PROVIDER, by exercise of his experience and judgement shall develop its best cost estimates and shall be held accountable, responsible and liable for the accuracy, completeness, and correctness of any and all such cost estimates to the extent provided hereafter.

3.8 ADDITIONAL SERVICES. Should the COUNTY request the PROVIDER to provide and perform professional services under this contract which are not set forth in EXHIBIT "A", the PROVIDER agrees to provide and perform such ADDITIONAL SERVICES as may be agreed to in writing by both parties to this Agreement.

ADDITIONAL SERVICES shall be administered and executed as "CHANGE ORDERS" or "SUPPLEMENTAL TASK AUTHORIZATIONS" under the Agreement. The Provider shall not provide or perform, nor shall the COUNTY incur or accept any obligation to compensate the PROVIDER for any ADDITIONAL SERVICES, unless a written CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION shall be executed by the parties.

Each such CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION shall set forth a description of (1) the Scope of the ADDITIONAL SERVICES requested; (2) the basis of compensation; and (3) the period of time and/or schedule for performing and completing the ADDITIONAL SERVICES.

ARTICLE 4.0 - COMPENSATION AND METHOD OF PAYMENT

4.1 BASIC SERVICES. The COUNTY shall pay the PROVIDER for all requested and authorized basic services rendered hereunder by the PROVIDER and completed in accordance with the requirements, provisions, and/or terms of this Agreement as set forth in EXHIBIT "B" dated October 01, 2012, which is attached hereto and made a part of this Agreement.

4.2 ADDITIONAL SERVICES. The COUNTY shall pay the PROVIDER for all ADDITIONAL SERVICES as have been requested and authorized by the COUNTY and agreed to in writing by both parties to this Agreement, and according to the terms for compensation and payment of said ADDITIONAL SERVICES as set forth in EXHIBIT "B".

4.3 METHOD OF PAYMENT.

(1) QUARTERLY STATEMENTS.

The PROVIDER shall be entitled to submit not more than two invoice statements to the COUNTY each calendar quarter covering services being rendered and reports completed during the preceding calendar quarter. The PROVIDER'S invoice statement(s) shall be itemized to correspond to the basis of compensation as set forth in the Agreement or CHANGE ORDER(S) or SUPPLEMENTAL TASK AUTHORIZATION(S). The PROVIDER'S invoice statements shall contain a breakdown of charges, description of service(s) and work provided and/or performed, and, where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in the Agreement or in CHANGE ORDER(S) or SUPPLEMENTAL TASK AUTHORIZATION(S).

(2) PAYMENT SCHEDULE.

The COUNTY shall issue payment to the PROVIDER within thirty (30) calendar days after receipt of an invoice statement from the PROVIDER in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the COUNTY object or take exception to the amount of any PROVIDER'S invoice statement, the COUNTY shall notify the PROVIDER of such objection or exception with the thirty (30) calendar day payment period set forth hereinbefore. If such objection or exception remains unresolved at the end of said thirty (30) calendar day period, the COUNTY shall withhold the disputed amount and make payment to the PROVIDER of the amount not in dispute. Payment of any disputed amount will be resolved by the mutual agreement of the parties to this Agreement.

4.4 PAYMENT WHEN SERVICES ARE TERMINATED AT THE CONVENIENCE OF THE COUNTY. In the event of termination of this Agreement at the convenience of the COUNTY, the COUNTY shall compensate the PROVIDER for: (1) all services performed prior to the effective date of termination; (2) reimbursable expenses then due; and (3) reasonable expenses incurred by the PROVIDER in affecting the termination of services and work, and incurred by the submittal to the COUNTY of any documents.

4.5 PAYMENT WHEN SERVICES ARE SUSPENDED. In the event the COUNTY suspends the PROVIDER'S services or work on all or part of the services required by this Agreement, the COUNTY shall compensate the PROVIDER for all services performed prior to the effective date of suspension and reimbursable expenses then due and any reasonable expenses incurred or associated with, or as a result of such suspension.

4.6 NON-ENTITLEMENT TO ANTICIPATED FEES IN THE EVENT OF SERVICE TERMINATION, SUSPENSION, ELIMINATION, CANCELLATION AND/OR DECREASE IN SCOPE OF SERVICES. In the event the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased due to: (1) termination; (2) suspension in whole or in part; and (3) and/or are modified by the subsequent issuance of CHANGE ORDER(S), the PROVIDER shall not be entitled to receive compensation for anticipated professional fees, profit, general and administrative overhead expenses or for any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated, cancelled or decreased.

ARTICLE 5.0 - TIME AND SCHEDULE OF PERFORMANCE

5.01 NOTICE TO PROCEED. Following the execution of this Agreement by both parties, and after the PROVIDER has complied with the insurance requirements set forth hereinafter, the COUNTY shall issue the PROVIDER a WRITTEN NOTICE TO PROCEED. Following the issuance of such NOTICE TO PROCEED the PROVIDER shall be authorized to commence work and the PROVIDER thereafter shall commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion.

5.02 TIME OF PERFORMANCE. The PROVIDER agrees to complete the services required pursuant to this Agreement within the time period(s) for completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in EXHIBIT "C", dated October 01, 2012, entitled "SCHEDULE OF PERFORMANCE", which EXHIBIT "C" is attached hereto and made a part of this Agreement.

Should the PROVIDER be obstructed or delayed in the prosecution or completion of its obligations under this Agreement as a result of causes beyond the control of the PROVIDER, or its sub-consultant(s) and/or subcontractor(s), and not due to their fault or neglect, the PROVIDER shall notify the COUNTY, in writing, within five (5) calendar days after the commencement of such delay, stating the cause(s) thereof and requesting an extension of the PROVIDER'S time of performance. Upon receipt of the PROVIDER'S request for an extension of time, the COUNTY shall grant the extension if the COUNTY determines the delay(s) encountered by the PROVIDER, or its sub-consultant(s) and/or subcontractor(s), is due to unforeseen causes and not attributable to their fault or neglect.

5.03 PROVIDER WORK SCHEDULE. The PROVIDER shall be required as a condition of this Agreement to prepare and submit to the COUNTY, on a monthly basis, commencing with the issuance of the NOTICE TO PROCEED, a PROVIDER'S WORK SCHEDULE. The WORK SCHEDULE shall set forth the time and manpower scheduled for all of the various phases and/or tasks required to provide, perform and complete all of the services and work required for completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in EXHIBIT "C", pursuant to this Agreement in such a manner that the PROVIDER'S planned and actual work progress can be readily determined. The PROVIDER'S WORK SCHEDULE of planned and actual work progress shall be updated and submitted by the PROVIDER to the COUNTY on a monthly basis.

5.04 FAILURE TO PERFORM IN A TIMELY MANNER. Should the PROVIDER fail to commence, provide, perform, and/or complete any of the services and work required pursuant to this Agreement in a timely and diligent manner, the COUNTY may consider such failure as justifiable cause to terminate this Agreement. As an alternative to termination, the COUNTY at its option may, upon written notice to the PROVIDER, withhold any or all payments due and owing to the PROVIDER, not to exceed the amount of the compensation for the work in dispute, until such time as the PROVIDER resumes performance of his obligations in such a manner as to get back on schedule in accordance with the time and schedule of performance requirements as set forth in this Agreement.

ARTICLE 6.0 - SECURING AGREEMENT

The PROVIDER warrants that the PROVIDER has not employed or retained any company or person other than a bona fide employee working solely for the PROVIDER to solicit or secure this Agreement and that the PROVIDER has not paid or agreed to pay any person, company, corporation or firm other than a bona fide employee working solely for the PROVIDER any commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 7.0 - ASSIGNMENT, TRANSFER AND SUBCONTRACTS

The PROVIDER shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from: (1) the merger or consolidation of PROVIDER with a third party; or (2) the disestablishment of the PROVIDER'S professional practice and the establishment of the successor PROVIDER. Nor shall the PROVIDER subcontract any of its service obligations hereunder to third parties without prior written approval of the COUNTY. The PROVIDER shall have the right, subject to the COUNTY'S prior written approval, to employ other persons and/or firms to serve as subcontractors to PROVIDER in connection with the PROVIDER performing services and work pursuant to the requirements of this Agreement.

In providing and performing the services and work required pursuant to this Agreement, PROVIDER intends to engage the assistance of subcontractor(s) as set forth in EXHIBIT "D", dated October 1, 2012, entitled "PROVIDER'S ASSOCIATED SUBCONTRACTORS", which EXHIBIT "D" is attached hereto and made a part of this Agreement.

ARTICLE 8.0 - APPLICABLE LAW

This Agreement shall be governed by the laws, rules and regulations of the State of Florida, or the laws, rules and regulations of the United States when providing services funded by the United States government.

ARTICLE 9.0 - NON-DISCRIMINATION

The PROVIDER for itself, its successors in interest, and assigns, as part of the consideration thereof, does hereby covenant and agree that in the furnishing of services to the COUNTY hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. Should PROVIDER authorize another person, with the COUNTY'S prior written consent, to provide services to the COUNTY hereunder, PROVIDER shall obtain from such person a written agreement pursuant to which such person shall, with respect to the services which he is authorized to provide, undertake for himself the obligations contained in this Section.

ARTICLE 10.0 - INSURANCE

10.1 INSURANCE COVERAGE TO BE OBTAINED

(1) The PROVIDER shall obtain and maintain such insurance or self-insurance as will protect him from: (1) claims under Workers' Compensation laws, Disability Benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of his employees including claims insured by usual personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property including loss or use resulting therefrom, any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of this Agreement, whether such services, work and operations be by the PROVIDER, its employees, or by any sub-consultant(s), subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

(2) The insurance protection set forth hereinabove shall be obtained for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

(3) The PROVIDER shall require, and shall be responsible for insuring, throughout the time that this Agreement is in effect, that any and all of its subcontractors obtains and maintains until the completion of that subcontractor's work, such of the insurance coverage's described herein and as are required by law to be provided on behalf of their employees and others.

(4) The PROVIDER shall obtain, have and maintain during the entire period of this Agreement all such insurance or a self-insurance program as set forth and required herein.

10.2 PROVIDER REQUIRED TO FILE INSURANCE CERTIFICATE(S)

(1) The PROVIDER, within fourteen (14) calendar days from receipt of the COUNTY'S written Notice of Award, shall submit to the COUNTY all such insurance certificates or self-insurance program documentation as are required under this Agreement. Failure of the PROVIDER to submit such certificates and documents within the required time shall be considered cause for the COUNTY to find the PROVIDER in default and terminate the contract. Before the PROVIDER shall commence any service or work pursuant to the requirements of this Agreement, the PROVIDER shall obtain and maintain insurance coverage's of the types and to the limits specified hereinafter, and the PROVIDER shall file with the COUNTY certificates of all such insurance coverage's.

(2) All such insurance certificates shall be in a form and underwritten by an insurance company(s) acceptable to the COUNTY and licensed in the State of Florida.

(3) Each Certificate of Insurance or self-insurance program documentation shall be submitted to the COUNTY in triplicate.

(4) Each Certificate of Insurance shall include the following:

(A) The name and type of policy and coverage's provided;

(B) The amount or limit applicable to each coverage provided;

(C) The date of expiration of coverage.

(D) The designation of the Lee County Board of County Commissioners both as an additional insured and as a certificate holder. (This requirement is excepted for Professional Liability Insurance and for Workers' Compensation Insurance); and

ARTICLE 11.0 - INSURANCE COVERAGES REQUIRED

The PROVIDER shall obtain and maintain the following insurance coverages as provided hereinbefore, and in the type, amounts and in conformance with the following minimum requirements:

(1) WORKERS' COMPENSATION

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

\$100,000 per accident

\$100,000 disease limit

\$500,000 disease – policy limit

(2) COMMERCIAL GENERAL LIABILITY

Coverage must be afforded on a form no more restrictive than the last edition of the Commercial General Liability Policy filed by the Insurance Services Office. Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

- \$500,000 per occurrence
- \$1,000,000 general aggregate
- \$500,000 products and completed operations
- \$500,000 personal and advertising injury

Coverage must include the following:

- (A) Contractual coverage applicable to this specific Agreement including any hold harmless and/or such indemnification agreement.
- (B) Such additional requirements as are set forth in Article 13.01 and 13.02 hereinabove.

(3) BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy filed by the Insurance Services Office and must include the following:

- (A) Minimum limits of \$500,000.00 combined single limit (CSL).
- (B) Coverage shall include owned vehicles, hired and leased, or non-owned vehicles.
- (C) Such additional requirements as are set forth in Articles 13.01

*The required minimum limit of liability shown in (2) Commercial General Liability and (3) Business Automobile Liability, may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."

ARTICLE 12.0 - DUTIES AND OBLIGATIONS IMPOSED ON THE PROVIDER

The duties and obligations imposed upon the PROVIDER by this Agreement and the rights and remedies available hereunder shall be in addition to, and not a limitation of, any otherwise imposed or available by law or statute.

ARTICLE 13.0 - OWNERSHIP AND TRANSFER OF DOCUMENTS

All documents such as payment records, notes, computer files, evaluations, reports and other records and data relating to the services specifically prepared or developed by the PROVIDER under this Agreement shall be the property of the PROVIDER until the PROVIDER has been paid for performing the services and work required to produce such documents.

Upon completion or termination of this Agreement, all of the above documents to the extent requested by the COUNTY shall be delivered to the COUNTY or to any subsequent PROVIDER within thirty (30) calendar days.

The PROVIDER, at its expense, may make and retain copies of all documents delivered to the COUNTY for reference and internal use.

ARTICLE 14.0 - MAINTENANCE OF RECORDS

The PROVIDER will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this Agreement. Said records and documentation will be retained by the PROVIDER for a minimum of five (5) years from the date of termination of this Agreement, or for such period as required by law.

The COUNTY and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the COUNTY deems necessary during the period of this Agreement, and during the period as set forth in the paragraph above; provided, however, such activity shall be conducted only during normal business hours of the PROVIDER and at the expense of the COUNTY.

ARTICLE 15.0 - HEADINGS

The headings of the Articles, Sections, Exhibits, and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Articles, Section, Exhibits and Attachments.

ARTICLE 16.0 - ENTIRE AGREEMENT

This Agreement, including the referenced Exhibits and Attachments hereto, constitutes the entire Agreement between the parties hereto.

The following listed documents, which are referred to hereinbefore, are attached to and are acknowledged, understood and agreed to be an integral part of this Agreement:

- (1) EXHIBIT "A" entitled "Scope of Professional Services" dated October 01, 2012.
- (2) EXHIBIT "B" entitled "Compensation and Method of Payment" dated October 01, 2012.
- (3) EXHIBIT "C" entitled "Time and Schedule of Performance" dated October 01, 2012.
- (4) EXHIBIT "D" entitled "Provider's Associated Sub-Consultant(s) and SubContractor(s)", dated October 01, 2012.
- (5) EXHIBIT "E" entitled "Project Guidelines and Criteria", dated October 01, 2012.
- (6) EXHIBIT "F" entitled "Amendment to Articles", dated October 01, 2012.

- (7) EXHIBIT "G" entitled "Insurance". (Containing copies of applicable Certificates of Insurance)

ARTICLE 17.0 - NOTICES AND ADDRESS

17.1 NOTICES BY PROVIDER TO COUNTY All notices required and/or made pursuant to this Agreement to be given to the PROVIDER to the COUNTY shall be in writing and shall be given by the United States Postal Service to the following COUNTY address of record:

Lee County Board of County Commissioners
PO Box 398
Ft Myers FL 33902-0398
Attention: Robert Franceschini

17.2 NOTICES BY AUTHORITY TO PROVIDER All notices required and/or made pursuant to this Agreement to be given by the COUNTY to the PROVIDER shall be made in writing and shall be given by the United States Postal Service to the following PROVIDER'S address of record:

Davidson-Peterson Associates
201 Lafayette Center
Kennebunk, ME 04043
Phone: 207-985-7660
Fax: 207-985-5569
Attention: Marcia Wood
Email : Marcia.Wood@digitalresearch.com

17.3 CHANGE OF ADDRESS. Either party may change its address by written notice to the other party given in accordance with the requirements of this Article.

ARTICLE 18.0 - TERMINATION

This Agreement may be terminated by the COUNTY at its convenience, or due to the fault of the PROVIDER, by giving thirty (30) calendar days written notice to the PROVIDER. If the PROVIDER is adjudged bankrupt or insolvent; if it makes a general assignment for the benefit of its creditors; if a trustee or receiver is appointed for the PROVIDER or for any of its property; or if it files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; or if it disregards the authority of the COUNTY'S designated representatives; or if it otherwise violates any provisions of this Agreement; or for any other just cause, the COUNTY may, without prejudice to any other right or remedy, and after giving the PROVIDER written notice, terminate this Agreement.

ARTICLE 19.0 - MODIFICATIONS

Modifications to the terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed Supplemental Task Authorization(s) or CHANGE ORDER(S). In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written Supplemental Task Authorization(s) or CHANGE ORDER(S) shall take precedence.

ARTICLE 20.00 – SEVERABILITY

If any word, phrase, sentence, part, subsection, or other portion of this Agreement, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement, and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force, and effect.

ARTICLE 21.00 – VENUE

Venue for any administrative and/or legal action arising under this Agreement shall be in Lee County, Florida.

ARTICLE 22.00 – NO THIRD PARTY BENEFICIARIES

Both parties explicitly agree, and this Agreement states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

ARTICLE 23.0 - ACCEPTANCE

Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the parties in the space provided.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first written above.

ATTEST:

COUNTY: LEE COUNTY, FLORIDA

CLERK OF CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS

~~Charlie Green, Clerk~~
Linda Doggett

BY: Marcia Wilson
Deputy Clerk

BY: [Signature]
Chair

DATE: 1-25-13



APPROVED AS TO FORM

BY: [Signature]
County Attorney's Office

ATTEST:

Davidson-Peterson Associates
Firm

[Signature]
(Witness)

BY: [Signature]
(Authorized Signature)

Marcia L. Wood
(Witness)

Robert m. Domine, President
(Printed Name & Title)

DATE: 1/8/2013

CORPORATE SEAL:

SCOPE OF SERVICES

for Visitor and Convention Bureau Market Research

BASIC SERVICES

Section 1. GENERAL SCOPE STATEMENT

The PROVIDER shall provide and perform the following services, which shall constitute the GENERAL SCOPE of the BASIC SERVICES under the covenants, terms, and provisions of this SERVICE PROVIDER AGREEMENT.

The Provider shall develop and implement integrated destination marketing research studies, destination-specific advertising effectiveness, visitor profiling, occupancy studies, economic impact, visitor trend analysis, seasonal and annual forecasting, among other types of tourism research. The Provider shall implement research among an international audience.

Section 2. TASKS

Pursuant to the GENERAL SCOPE of the BASIC SERVICES stated herein above, the PROVIDER shall perform all services and/or work necessary to complete the following task(s) and/or provide the following item(s) which are enumerated to correspond to the task(s) and/or items set forth in EXHIBIT "B" entitled "COMPENSATION AND METHOD OF PAYMENT".

Task #

- 1.0 **Visitor Profile Survey** – Shall include but may not be limited to either monthly and/or seasonal and annual reports of demographic and psychographic characteristics and related data of Lee County visitors, including visitor stays in motels, hotels, rental condominiums, time share rentals, RV parks, in-home visitors and business travelers to Lee County. Filter tabulations of beach utilization by tourist staying in commercial lodging, tourists staying with friends and relatives, and day-trippers are to be included. The Provider shall conduct not less than 300 interviews of randomly selected Lee County visitors, including both tourists and business travelers, per month via in-person, one-on-one intercept surveys; and an additional 300 resident surveys per quarter to determine how many tourists are staying with friends and relatives in Lee County. The Provider shall also be responsible for editing surveys, validating surveys, encoding surveys, computer data entry and preparation of written analysis on Lee County Tourism.

Provider must provide backup study documentation in terms of at which specific locations visitors were intercepted, the number of intercepts per month/season, and time of day—in the form of intercept logs, interviewer logs, etc. Upon request, Provider will turn over all raw data files to the County on a per study basis, preferably in the form of SPSS files.

- 2.0 **Occupancy Survey** – Provider shall prepare a quarterly analysis of the occupancy of Lee County lodging establishments which collect Tourist Development Tax. Such analysis can include but not be limited to: telephone, email and personal interviews with managers of Lee County accommodations, randomly selected, on a quarterly basis. The Provider shall be responsible for editing surveys, validating surveys, encoding surveys, computer data entry and preparation of a written analysis on Lee County Tourism.

Provider must provide backup study documentation in terms the rotation of units by season. Upon request, Provider will turn over all raw data files to the County on a per study basis, preferably in the form of SPSS files.

3.0 **Visitation Trend Analysis** – Provider shall prepare four written (4) seasonal analyses of the points of origin of visitors to Lee County (by dominant area of influence) from the US, Canada and abroad. Fall analyses will include the months of October, November and December. Winter analyses will include the months of January, February and March. Spring analyses will include the months of April, May and June. Summer analyses will include July, August and September. The Provider shall base these analyses on intercept interviews of the randomly selected Lee County visitors, including both tourists and business travelers on a monthly basis—that is, those conducted in the Visitor Profile Study and/or Occupancy Survey (Tasks 1.0 and 2.0).

4.0 **Economic Impact Analysis/Value of Tourism** – Provider shall provide an analysis to determine the value of tourism to Lee County based upon retail sales generated by visitors to Lee County and tax revenues paid by visitors to Lee County and the State of Florida. The analysis shall include a comparison to previous corresponding seasons, and must show economic impact overall. Analysis shall be conducted on a quarterly basis along with an annual summary.

Provider must provide a detailed description of the algorithm, model, multipliers, input/output construct, etc. that will be used to determine economic impact. Likewise, Provider must provide written details with respect to where the data inputs come from (survey data, secondary data, panel data, intercepted visitors, etc.) for each of the factors used in the model.

5.0 **Seasonal & Annual Reports** – Provider will prepare four (4) oral and visual seasonal information reports which cover the Fall season, Winter season, Spring season and Summer season, and one (1) annual report for the calendar year. These reports shall provide an overview of the characteristics of business and pleasure travelers to Lee County. These reports represent a presentation (including any additional, necessary cross-tabulation) of data gathered in the Visitor Profile Survey the Occupancy Survey and the Resident Survey, as well as information from the Visitation Trend Analysis and the Industry Barometer Analysis. Such reports shall include but are not limited to:

- a) **Executive Summary** of salient quarterly trends of statistical tourism indicators in Lee County, including an analytical narrative of salient trends and changes in the industry and key markets.
- b) **Data tabulation of key quarterly statistics** such as: occupancy by accommodation industry segments, visitor origins by geographic area, statistical estimate of number of visitors to Lee County, statistical estimate of visitor expenditures, and statistical estimate of economic impact.

An oral and visual summary presentation of the information from these reports will be given by the Provider at the conclusion of each season during a regular meeting of the Tourist Development Council.

6.0 **Industry Barometer Analysis** – Provide shall provide quarterly evaluation of industry expectations for the following three month period. Data derived from interviews with a representative sample of hotel/motel industry leaders, which are part of the Occupancy Survey, based on a question about their business being better/worse/same as last year.

- 7.0 **Tourist Development Council Meetings** – Provider shall be responsible for in-person attendance for seasonal Tourist Development Council (TDC) meetings, and presence via web-conference/teleconference for all other meetings to update the Council on research information and respond to questions. Provider will attend in-person to present seasonal data at the November 2012, February 2013, May 2013, and August 2013 meetings during the first year of the contract. Attendance during subsequent years of this contract will depend on TDC meeting schedule. Additional meeting attendance may be necessary.
- 8.0 **Special Studies** – As required for emergency or special need response purposes, Special Projects may be required from the Provider. These additional services are defined as any additional services that the County may request and authorize, in writing, which may include but not limited to the following:
- a) **Advertising Effectiveness Analysis & Conversion Study** – Periodically, Provider shall prepare an analysis of the County’s tourism advertising campaign which shall delineate the effectiveness of the campaign in influencing target market groups. The analysis shall list recommendations for improvements to the advertising campaign. This analysis will be based upon a comparison of occupancy rates, visitor revenue contributions, tax collections and the role played by special events. In addition, analysis may be based upon a post-campaign conversion study on inquiries made (among those who have seen, heard or read any of the VCB’s advertising/promotional messages, sourced from Internet inquiries, 800 number calls, reader response cards, coupons, etc. Sample will need to address seasonality and source comparison. Provider will be required to turn over all raw data files to the County on a per study basis, preferably in the form of SPSS files.
 - b) **Airport Tracking Study** – On a periodic basis, Provider shall provide a definition and profile of air travelers’ destination in Southwest Florida; quantification of fly/drive opportunities for Lee County and Southwest Florida International Airport. A summary report will focus on relevant DMA and associated market information. This includes collecting detailed zip code origin and destination information on a seasonal basis, as well as detailed analysis of airport enplanement and deplanement (collected in the Visitor Profile Study). In addition, airport passenger interviews may be used to supplement the Visitor Profile research, as needed. When conducted, the Provider must provide backup study documentation in terms of when visitors were intercepted, the number of intercepts per month, and time of day—in the form of intercept logs, interviewer logs, etc. Provider must also turn over all raw data files to the County on a per study basis, preferably in the form of SPSS files.
 - c) **Convention and Meeting Visitor Research** – As needed, this study will be geared to the events and conventions calendar of County establishments. Results are to be reported as special post-event profiles, including occupancy impact generated.
 - d) **Occupancy Inventory Study** – To be conducted every other year, this study will update the County’s existing data on the number of total units in the rental pool. Data will need to be captured for the total pool, total pool excluding real estate rental agencies, and by condominiums, hotel/motel/resort, apartment/cottages/rental homes, B&Bs, campground/RV parks.

- e) Prospective Visitor Research – As needed, Provider shall provide an in-depth analysis and understanding of prospective visitors to Lee County by collecting qualitative and quantitative data from leisure travelers who have not visited Lee County for an overnight trip in the past five years. Objectives for this research may include: analyze perceptions of Lee County; identify barriers that keep these prospects from visiting; identify marketing messages that resonate with prospects and can be used to attract more visitors; measure the relative appeal of different activities, locations, events, attractions, etc. in Lee County that can be specifically highlighted to help attract more prospects; identify key prospect segments that show opportunity for visitation.

- f) Online Advisory Panel – As needed, Provider will coordinate with the Lee County Visitor & Convention Bureau (VCB) on the development of an online proprietary panel of a minimum of 3,000 members that are updated/refreshed annually for use by the VCB for the purpose of periodic market research studies. Provider will manage all aspects of panel recruiting and maintenance, and will provide monthly reports detailing the status of the panel.

Provider must provide details of hourly rate for professional and/or technical consulting and/or on what basis costs are determined for special services.

- 9.0 General Professional Services & Consultation Services – Will constitute, but not be restricted to, discussion and meetings with respect to future in-county assignments of hospitality-related businesses, new markets, special data analysis, etc., with Visitor & Convention Bureau staff to evaluate marketing strategies. Related to using research information developed in previous collection periods Provider will assist the staff on an “as required” basis. The services will be billed based on the hourly rates contained in Attachment 1B of Exhibit B.

Date: October 1, 2012

COMPENSATION AND METHOD OF PAYMENT

For Visitor and Convention Bureau Market Research

Section 1. BASIC SERVICES/TASK(S)

The COUNTY shall compensate the PROVIDER for providing and performing the Task(s) set forth and enumerated in EXHIBIT "A", entitled "SCOPE OF PROFESSIONAL SERVICES", as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the PROVIDER should be established and set forth below for each task or sub-task described and authorized in Exhibit "A". In accordance with Agreement Article 5.02(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P)
	See Attached: Attachment No. 1A to Exhibit B	\$300,000.00	NTE	
TOTAL (Unless list is continued on next page)		\$300,000.00	NTE	

Section 2. ADDITIONAL SERVICES

The COUNTY shall compensate the PROVIDER for such ADDITIONAL SERVICES as are requested and authorized in writing for such amounts or on such a basis as may be mutually agreed to in writing by both parties to this Agreement. The basis and/or amount of compensation to be paid the PROVIDER for ADDITIONAL SERVICES requested and authorized in writing by the COUNTY shall be as set forth in Article 3.11 of this Agreement.

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto dated October 1, 2012, entitled "PROVIDER'S PERSONNEL HOURLY RATE SCHEDULE".

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the PROVIDER'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the PROVIDER shall, in addition to such hourly rates as are set forth in Attachment No. 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in ATTACHMENT NO. 2 hereto dated October 1, 2012, entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

EXHIBIT B - Attachment 1A

FY Qtr.	Task #	Task Description	Sub-Task #	Sub-Task Description	Estimated Task Completion Date (MM-YY)	Amount of Compensation	LS/NTE			
1	1.0	Visitor Profile Survey	1.1 Q1	Data Collection (Fall Season)	Oct-12 through Dec-12	\$ 11,260.00	LS			
			1.2 Q1	Data Scanning, Entry, Cleaning	Oct-12 through Jan-13	\$ 5,880.00	LS			
			2.1 Q1	Data Collection (Fall Season)	Jan-13	\$ 2,940.00	LS			
			2.2 Q1	Data Scanning, Entry, Cleaning	Jan-13	\$ 1,960.00	LS			
			3.1 Q1	Data Analysis (Summer Season)	Oct-12	incl. in 5.1		LS		
			4.1 Q1	Visitor Expenditure and Economic Impact Modeling (Summer Season)	Oct-12	\$ 12,730.00	LS			
			5.1 Q1	Seasonal Report Preparation (Summer Season)	Oct-12 through Nov-12	\$ 11,750.00	LS			
			6.1 Q1	Data Analysis (Summer Season)	Oct-12	incl. in 5.1		LS		
			7.1 Q1	Prepare Quarterly Summary Presentation for Meeting (Summer Season)	Oct-12 through Nov-12	\$ 2,450.00	LS			
			7.2 Q1	Meeting Attendance In-Person - Professional Time (1 person)	Nov-12	\$ 430.00	NTE			
			7.3 Q1	Meeting Attendance In-Person - Travel Costs (1 person)	Nov-12	\$ 800.00	NTE			
			1ST QUARTER SUB-TOTAL						\$ 50,200.00	
			2	1.0	Visitor Profile Survey	1.1 Q2	Data Collection (Winter Season)	Jan-13 through Mar-13	\$ 11,260.00	LS
1.2 Q2	Data Scanning, Entry, Cleaning	Jan-13 through Apr-13				\$ 5,880.00	LS			
2.1 Q2	Data Collection (Winter Season)	Apr-13				\$ 2,940.00	LS			
2.2 Q2	Data Scanning, Entry, Cleaning	Apr-13				\$ 1,960.00	LS			
3.1 Q2	Data Analysis (Fall Season)	Jan-13				incl. in 5.1		LS		
4.1 Q2	Visitor Expenditure and Economic Impact Modeling (Fall Season)	Jan-13				\$ 12,730.00	LS			
5.1 Q2	Seasonal Report Preparation (Fall Season)	Jan-13 through Feb-13				\$ 11,750.00	LS			
5.2 Q2	Annual (Calendar Year) Report Preparation	Mar-13				\$ 2,950.00	LS			
6.1 Q2	Data Analysis (Fall Season)	Jan-13				incl. in 5.1		LS		
7.1 Q2	Prepare Quarterly Summary Presentation for Meeting (Fall Season)	Jan-13 through Feb-13				\$ 2,450.00	LS			
7.2 Q2	Meeting Attendance In-Person - Professional Time (2 people)	Feb-13				\$ 860.00	NTE			
7.3 Q2	Meeting Attendance In-Person - Travel Costs (2 people)	Feb-13				\$ 1,660.00	NTE			
2ND QUARTER SUB-TOTAL						\$ 54,380.00				
3	1.0	Visitor Profile Survey	1.1 Q3	Data Collection (Spring Season)	Apr-13 through Jun-13	\$ 11,260.00	LS			
			1.2 Q3	Data Scanning, Entry, Cleaning	Apr-13 through Jul-13	\$ 5,880.00	LS			
			2.1 Q3	Data Collection (Spring Season)	Jul-13	\$ 2,940.00	LS			
			2.2 Q3	Data Scanning, Entry, Cleaning	Jul-13	\$ 1,960.00	LS			
			3.1 Q3	Data Analysis (Winter Season)	Apr-13	incl. in 5.1		LS		
			4.1 Q3	Visitor Expenditure and Economic Impact Modeling (Winter Season)	Apr-13	\$ 12,730.00	LS			
			5.1 Q3	Seasonal Report Preparation (Winter Season)	Apr-13 through May-13	\$ 11,750.00	LS			
			6.1 Q3	Data Analysis (Winter Season)	Apr-13	incl. in 5.1		LS		
			7.1 Q3	Prepare Quarterly Summary Presentation for Meeting (Winter Season)	Apr-13 through May-13	\$ 2,450.00	LS			
			7.2 Q3	Meeting Attendance In-Person - Professional Time (1 person)	May-13	\$ 430.00	NTE			
			7.3 Q3	Meeting Attendance In-Person - Travel Costs (1 person)	May-13	\$ 800.00	NTE			
			3RD QUARTER SUB-TOTAL						\$ 50,200.00	

EXHIBIT B - Attachment 1A

FY Qtr.	Task #	Task Description	Sub-Task #	Sub-Task Description	Estimated Task Completion Date (MMM-YY)	Amount of Compensation	LS/NTE
4	1.0	Visitor Profile Survey	1.1 Q4	Data Collection (Summer Season)	Jul-13 through Sep-13	\$ 11,260.00	LS
			1.2 Q4	Data Scanning, Entry, Cleaning	Jul-13 through Oct-13	\$ 5,880.00	LS
	2.0	Occupancy Survey	2.1 Q4	Data Collection (Summer Season)	Oct-13	\$ 2,940.00	LS
			2.2 Q4	Data Scanning, Entry, Cleaning	Oct-13	\$ 1,960.00	LS
	3.0	Visitation Trend Analysis	3.1 Q4	Data Analysis (Spring Season)	Jul-13	incl. in 5.1	LS
	4.0	Economic Impact Analysis	4.1 Q4	Visitor Expenditure and Economic Impact Modeling (Spring Season)	Jul-13	\$ 12,730.00	LS
	5.0	Seasonal & Annual Reports	5.1 Q4	Seasonal Report Preparation (Spring Season)	Jul-13 through Aug-13	\$ 11,750.00	LS
	6.0	Industry Barometer Analysis	6.1 Q4	Data Analysis (Spring Season)	Jul-13	incl. in 5.1	LS
	7.0	Tourist Development Council Meetings	7.1 Q4	Prepare Quarterly Summary Presentation for Meeting (Spring Season)	Jul-13 through Aug-13	\$ 2,450.00	LS
			7.2 Q4	Meeting Attendance In-Person - Professional Time (1 person)	Aug-13	\$ 430.00	NTE
			7.3 Q4	Meeting Attendance In-Person - Travel Costs (1 person)	Aug-13	\$ 800.00	NTE
4TH QUARTER SUB-TOTAL						\$ 50,200.00	
QUARTERLY TOTALS						\$ 204,980.00	
Other Services to be Allocated as Needed For Tasks 8.0 and 9.0:						\$ 95,020.00	
	8.0	Special Studies					
	9.0	Professional Services and Consultation Services					
GRAND TOTAL						\$ 300,000.00	NTE

ATTACHMENT NO. 1 TO EXHIBIT B

Date: October 1, 2012

PROVIDER'S PERSONNEL HOURLY RATE SCHEDULE ***

for Visitor and Convention Bureau Market Research

PROVIDER OR SUB-CONSULTANT NAME:

Davidson-Peterson Associates

(A separate Attachment No. 1 should be included for each Sub-Consultant)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
President	\$80.26	3.17	\$254.42
Vice President - Operations	\$67.65	3.17	\$214.45
Information Technology Director	\$67.65	3.17	\$214.45
Research Director	\$67.65	3.17	\$214.45
Senior Research Associate	\$35.57	3.17	\$112.76
Research Associate	\$29.81	3.17	\$94.50
Research Assistant	\$25.80	3.17	\$81.79
Research Clerk	\$20.64	3.17	\$65.43
Programmer/Analyst	\$35.57	3.17	\$112.76
Data Entry/Coding Manager	\$25.80	3.17	\$81.79
Field Services Manager	\$25.80	3.17	\$81.79
Assistant Field Services Manager	\$25.80	3.17	\$81.79
Interviewers	\$13.19	3.17	\$41.81

*NOTE: Direct Payroll hourly rate means the actual gross hourly wage paid.

**NOTE: Indicate applicable multiplier for indirect personnel costs, general administrative and overhead costs, and profit.

***NOTE: A separate personnel hourly rate schedule should also be attached for each Sub-Consultant listed in Exhibit "D".

ATTACHMENT NO. 2 TO EXHIBIT B

Date: October 1, 2012

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

for Visitor and Convention Bureau Market Research

PROVIDER OR SUB-CONSULTANT NAME:

Davidson-Peterson Associates

(A separate Attachment No. 2 should be included for each Sub-Consultant)

ITEM	BASIS OF CHARGE
Telephone (Long Distance)	Actual Cost
Postage and Shipping	Actual Cost
Commercial Air Travel	Actual Cost (Coach)
Vehicle Travel Allowance (or)	\$0.555/Mile
Vehicle Rental (Economy or Mid-Class) /Gas	Actual Cost
Lodging (Per Person)	Actual Cost
Meals:	
Breakfast	\$ 9.00*
Lunch	\$13.00*
Dinner	\$29.00*
Per diem rates in accordance with current General Services Administration (GSA). *Amounts shown represent per diem rates for Lee County, Florida. Amounts may vary as determined by the GSA.	
Reproduction (Photocopy) 8 1/2" x 11"	\$0.15/Page
8 1/2" x 14"	\$0.20/Page
11" x 14"	\$0.35/Page
Reproduction (Blue/White Prints)	\$0.20/Sq. Ft.
Printing/Binding	Actual Cost
Mylar Sheets	Actual Cost
Photographic Supplies & Services	Actual Cost
Tolls	Actual Cost
List other specific project related reimbursables (i.e. film/developing):	
NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).	
Administrative Services Fee – Applicable only when specifically authorized by the County, for administering the procurement of special additional services, equipment, reimbursables etc. not covered under the costs and/or changes established in the Agreement.	

NOTE: N.T.E. indicates Not-To-Exceed
 CMO:033
 01/01/2010

ATTACHMENT NO. 1 TO EXHIBIT B

Date: October 1, 2012

PROVIDER'S PERSONNEL HOURLY RATE SCHEDULE ***

for Visitor and Convention Bureau Market Research

PROVIDER OR SUB-CONSULTANT NAME: Southwest Florida Market Research
(A separate Attachment No. 1 should be included for each Sub-Consultant)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
N/A			

*NOTE: Direct Payroll hourly rate means the actual gross hourly wage paid.

**NOTE: Indicate applicable multiplier for indirect personnel costs, general administrative and overhead costs, and profit.

***NOTE: A separate personnel hourly rate schedule should also be attached for each Sub-Consultant listed in Exhibit "D".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: October 1, 2012

PROVIDER'S PERSONNEL HOURLY RATE SCHEDULE ***

for Visitor and Convention Bureau Market Research

PROVIDER OR SUB-CONSULTANT NAME: Olympia, Inc.
(A separate Attachment No. 1 should be included for each Sub-Consultant)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
N/A			

*NOTE: Direct Payroll hourly rate means the actual gross hourly wage paid.

**NOTE: Indicate applicable multiplier for indirect personnel costs, general administrative and overhead costs, and profit.

***NOTE: A separate personnel hourly rate schedule should also be attached for each Sub-Consultant listed in Exhibit "D".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: October 1, 2012

PROVIDER'S PERSONNEL HOURLY RATE SCHEDULE ***

for Visitor and Convention Bureau Market Research

PROVIDER OR SUB-CONSULTANT NAME: William A. Schaffer, PhD
(A separate Attachment No. 1 should be included for each Sub-Consultant)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
N/A			

*NOTE: Direct Payroll hourly rate means the actual gross hourly wage paid.

**NOTE: Indicate applicable multiplier for indirect personnel costs, general administrative and overhead costs, and profit.

***NOTE: A separate personnel hourly rate schedule should also be attached for each Sub-Consultant listed in Exhibit "D".

ATTACHMENT NO. 2 TO EXHIBIT B

Date: October 1, 2012

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

for Visitor and Convention Bureau Market Research

PROVIDER OR SUB-CONSULTANT NAME: William A. Schaffer, PhD

(A separate Attachment No. 2 should be included for each Sub-Consultant)

ITEM	BASIS OF CHARGE
Telephone (Long Distance)	Actual Cost
Postage and Shipping	Actual Cost
Commercial Air Travel	Actual Cost (Coach)
Vehicle Travel Allowance (or)	\$0.555/Mile
Vehicle Rental (Economy or Mid-Class) /Gas	Actual Cost
Lodging (Per Person)	Actual Cost
Meals:	
Breakfast	\$ 9.00*
Lunch	\$13.00*
Dinner	\$29.00*
Per diem rates in accordance with current General Services Administration (GSA). *Amounts shown represent per diem rates for Lee County, Florida. Amounts may vary as determined by the GSA.	
Reproduction (Photocopy) 8 1/2" x 11"	\$0.15/Page
8 1/2" x 14"	\$0.20/Page
11" x 14"	\$0.35/Page
Reproduction (Blue/White Prints)	\$0.20/Sq. Ft.
Printing/Binding	Actual Cost
Mylar Sheets	Actual Cost
Photographic Supplies & Services	Actual Cost
Tolls	Actual Cost
List other specific project related reimbursables (i.e. film/developing):	
NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).	
Administrative Services Fee – Applicable only when specifically authorized by the County, for administering the procurement of special additional services, equipment, reimbursables etc. not covered under the costs and/or changes established in the Agreement.	

NOTE: N.T.E. indicates Not-To-Exceed
 CMO:033
 01/01/2010

Date: October 1, 2012

TIME AND SCHEDULE OF PERFORMANCE

for Visitor and Convention Bureau Market Research

This EXHIBIT C establishes times of completion for the various phases and tasks required to provide and perform the services and work set forth in EXHIBIT "A" of this Agreement. The times and schedule of performance set forth hereinafter is established pursuant to Article 6.00 of this Agreement.

Phase and/or Task Reference As Enumerated in EXHIBIT "A"	NAME OR TITLE Of Phase and/Task	Number Of Calendar Days For Completion Of Each Phase And/or Task	Cumulative Number Of Calendar Days For Completion From Date of Notice to Proceed
	This agreement is valid for a period of four (4) years with two 1-year renewal options.		
	Year 1 – 10/01/2012 – 9/30/2013 Year 2 – 10/01/2013 – 9/30/2014 Year 3 – 10/01/2014 – 9/30/2015 Year 4 – 10/01/2015 – 9/30/2016 Year 5 – 10/01/2016 – 9/30/2017 (renewal option one) Year 6 – 10/01/2017 – 9/30/2018 (renewal option two)		
	<u>SCHEDULE OF PERFORMANCE</u>		
1.0 2.0 3.0 4.0 5.0 6.0	<u>FY QUARTER 1:</u> Visitor Profile Survey Occupancy Survey Visitation Trend Analysis Economic Impact Analysis Seasonal & Annual Reports Industry Barometry Analysis		
1.0 2.0 3.0 4.0 5.0 6.0	<u>FY QUARTER 2:</u> Visitor Profile Survey Occupancy Survey Visitation Trend Analysis Economic Impact Analysis Seasonal & Annual Reports Industry Barometry Analysis		
1.0 2.0 3.0 4.0 5.0 6.0	<u>FY QUARTER 3:</u> Visitor Profile Survey Occupancy Survey Visitation Trend Analysis Economic Impact Analysis Seasonal & Annual Reports Industry Barometry Analysis		
1.0 2.0 3.0 4.0 5.0 6.0	<u>FY QUARTER 4:</u> Visitor Profile Survey Occupancy Survey Visitation Trend Analysis Economic Impact Analysis Seasonal & Annual Reports Industry Barometry Analysis		
8.0 9.0	<u>OTHER SERVICES TO BE ALLOCATED AS NEEDED:</u> Special Studies General Professional Services and Consultation Services		

Date: October 1, 2012PROVIDER'S ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S)for Visitor and Convention Bureau Market Research

PROVIDER has identified the following Sub-Consultant(s) and/or SubContractor(s) which may be engaged to assist the PROVIDER in providing and performing services and work on this Project:

(If none, enter the word "none" in the space below .)

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm	Disadvantaged, Minority or Women Business Enterprise. (If Yes, indicate Type)			Sub-Consultant Services are Exempted from Prime PROVIDER's Insurance Coverage	
		Yes	No	Type	Yes	No
In-person Intercept Survey Data Collection	-Southwest Florida Market Research 13180 N. Cleveland Avenue North Fort Myers, FL 33903		X		X	
Telephone Survey Data Collection	-Olympia Inc. One Olympia Plaza 2215 East Oak Street, Suite 1 Conway, AR 72032		X		X	
Economic Impact Modeling	-William A. Schaffer, PhD, Professor Emeritus of Economics, Georgia Institute of Technology 3145 Farmington Dr. NW Atlanta, GA 30339		X		X	

Date: October 1, 2012

PROJECT GUIDELINES AND CRITERIA

for Visitor and Convention Bureau Market Research

The COUNTY has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and/or Requirements which shall serve as a guide to the PROVIDER in performing the professional services and work to be provided pursuant to this Agreement:

(If none, enter the word "none" in the space below)

Item No. 1

None

Date: October 1, 2012

AMENDMENT TO ARTICLES

For: Visitor and Convention Bureau Market Research

For amending (i.e., changing, deleting from or adding to) the articles.

NOTE: Each Article to be amended should be set forth and described in such a manner as to clearly indicate what the proposed changes, deletions or additions are with respect to the present Article provisions, and should set forth the wording of the Article resulting from the Amendment. The following identification system should be followed: Indicate additional (new) words or phrases by inserting the words in the text and then underline, (i.e., Months) and indicated words or phrases in the text to be deleted by striking over (i.e. ~~Weeks~~).

THE PROVISIONS HEREBY SUPERCEDE ANY PROVISIONS TO THE CONTRARY CONTAINED ELSEWHERE IN THE ARTICLES OR EXHIBITS.

None

CMO:
09/25/01



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/11/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Insurance Center 42 Thornton Ave Saco, ME 04072 James L Mulligan	Phone: 207-282-5229 Fax:	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Peerless Insurance Co	NAIC # 18333
	INSURER B : Travelers Insurance Co. INSURER C : Hanover Ins. Co	22292
INSURED Digital Research, Inc. Davidson-Peterson Assoc. Michelle Aldridge 201 Lafayette Center Kennebunk, ME 04043	INSURER D : INSURER E : INSURER F :	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Hired & non-owned GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		BOP1057832	06/15/12	06/15/13	EACH OCCURRENCE \$ 1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000				
		MED EXP (Any one person) \$ 5,000				
		PERSONAL & ADV INJURY \$ 1,000,000				
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						Emp Ben. \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CU8911746	06/15/12	06/15/13	EACH OCCURRENCE \$ 5,000,000
		AGGREGATE \$ 5,000,000				
		\$				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A		IOUB-4B81695-9-12	05/07/12	05/07/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTH-ER
		E.L. EACH ACCIDENT \$ 500,000				
		E.L. DISEASE - EA EMPLOYEE \$ 500,000				
		E.L. DISEASE - POLICY LIMIT \$ 500,000				
C	Professional Liab		LHP 9581968 00	06/21/12	06/21/13	Ea Claim 1,000,000 Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The certificate holders name includes: Lee County, a political subdivision and Charter County for the State of Florida
 The certificate holder is included as an additional insured on general liability as required by written contract. A 30 day cancellation applies for other than non-payment of premium

CERTIFICATE HOLDER	CANCELLATION
Lee County Board of County Commissioners P.O. Box 398 Fort Myers, FL 33902	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Maureen Jabbe</i>



FLORIDA DEPARTMENT OF STATE
Division of Corporations

January 11, 2013

DAVIDSON-PETERSON ASSOCIATES
201 LAFAYETTE CENTER
KENNEBUNK, ME 04043

Subject: **DAVIDSON-PETERSON ASSOCIATES**

REGISTRATION NUMBER: **G13000002521**

This will acknowledge the filing of the above fictitious name registration which was registered on January 8, 2013. This registration gives no rights to ownership of the name.

Each fictitious name registration must be renewed every five years between January 1 and December 31 of the expiration year to maintain registration. Three months prior to the expiration date a statement of renewal will be mailed.

If the mailing address of this business changes, please notify this office in writing, or through the link provided on our website www.sunbiz.org for Address & FEI/EIN Changes. Please reference the original registration number.

Should you have any questions regarding this matter you may contact our office at (850) 245-6058.

Kathy Ashton
Reinstatement Section
Division of Corporations

Letter No. 113A00000911

www.sunbiz.org

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20120842

1. ACTION REQUESTED/PURPOSE:

- A) Concur with the selection and ranking by the Proposal Evaluation Committee under project RFP-12-09 VCB MARKET RESEARCH as follows: (1) Davidson-Peterson Associates; (2) Research Data Services, Inc.; (3) Kerr & Downs Research.
- B) Authorize staff to negotiate a contract with the Number 1 ranked firm, Davidson Peterson Associates for an initial period of October 1, 2012 through September 30, 2016 with the option to re-negotiate and renew for two additional one year periods.
- C) Approve an estimated annual expenditure of \$300,000.
- D) Authorize Chair on behalf of the Board to execute the Agreement upon completion of the final negotiations.

2. FUNDING SOURCE:

Fund: Tourist Development Tax

3. WHAT ACTION ACCOMPLISHES:

Approves and places under contract a marketing research provider with extensive experience in the development and implementation of integrated destination marketing research studies.

4. MANAGEMENT RECOMMENDATION: Approve

5. Departmental Category: C1B

6. Meeting Date: 10/9/2012

7. Agenda:

Consent

8. Requirement/Purpose: *(specify)*

- Statute
- Ordinance
- Admin Code AC4-4
- Other

9. Request Initiated

Commissioner:

Department: VISITOR AND CONVENTION BUREAU

Division: No Divisions

By: Tamara Pigott

10. Background:

Proposals were solicited on behalf of the Board of County Commissioners for the project known as VCB MARKET RESEARCH.

On the established deadline of August 14, 2012, Procurement received a total of three Proposals. All Proposals were considered at the Proposal Evaluation Committee meeting on August 30, 2012. The Committee consisted of the following staff members: Robert Franceschini, Procurement Director, Non-Voting Chair; Tamara Pigott, VCB; Jeff Mielke, Sports Authority; and, Glen Salyer, Equal Opportunity. Firms were evaluated on points-based criteria with a maximum score of 100 points achievable. Based on the total points scored, Davidson Peterson Associates was ranked Number 1 (scoring 87 points) and is recommended for approval.

Funds are available: HB5520317400.503490.109

- Attachment: 1) Listing of Firms
2) Contract Sample

11. Required Review:

<i>Tamara Pigott</i>	<i>Robert Franceschini</i>	<i>Dawn Perry-Lehnert</i>	<i>Thelma Davis</i>	<i>David Harris</i>	<i>Peter Winton</i>
VISITOR AND CONVENTION BUREAU	Purchasing	County Attorney	Budget Analyst	Budget Services	County Manager

12. Commission Action:

CONTRACT REVIEW CHECKLIST

CONTRACT TYPE: SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

SUBJECT: Project known as: VCB MARKET RESEARCH RFP-12-09
between Lee County and David Peterson Associates. (2 orig's)
Digital Research, Inc. dba
Address: 348894
Davidson -

Reference: Department Director approval:
County Administrator approval:

Reference: Board action approving contract/agreement
October 09, 2012 Agenda Item No. 23748. *cib*

RUSH

The subject contract is forwarded herewith for review and/or endorsements:

(1) By the Director of Lee County Visitors & Convention Bureau

Project Sponsoring Department
 Recommending execution
 Not recommending execution for the following reason(s)
Date received _____ Date returned/forwarded _____
Signed _____

2013 JAN 29 PM 10:32
LEE COUNTY VISITORS & CONVENTION BUREAU

(2) By Procurement Management
 Recommending execution
 Not recommending execution for the following reason(s)

Date received 12/18/2012 Date returned/forwarded 1/23/2013
Signed Renee Muiel

(3) By the Risk Management
 Recommending execution
 Not recommending execution for the following reason(s)

Date received Jan 23, 13 Date returned/forwarded Jan 28, 13
Signed _____

(4) By the County Attorney
 Recommending execution
 Not recommending execution for the following reason(s)

Date received _____ Date returned/forwarded 1-28-13
Signed DR

(5) **BOARD**
(6) **Clerks Office, Minutes Department**
(7) **PROCUREMENT MGMT.**

RECEIVED
JAN 28 2013
MINUTES OFFICE

1/29/13 mzw