

**AGREEMENT FOR
VCB – MARKET RESEARCH**

THIS AGREEMENT ("Agreement") is made and entered into by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Downs & St. Germain Research, Inc., a Florida corporation, whose address is 2992 Habersham Dr. Tallahassee, FL 32309, and whose federal tax identification number is 59-2998952, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase marketing research services for the Lee County Visitor & Convention Bureau (VCB) from the Vendor in connection with "VCB – Market Research" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. RFP180512LAC on August 14, 2018 (the "Solicitation"); and,

WHEREAS, the County evaluated the responses received and found the Vendor qualified to provide the necessary products and services; and,

WHEREAS, the County posted a Notice of Intended Decision on October 22, 2018; and,

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

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

I. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all products and services for the Purchase in accordance with the project Scope of Services made part of this Agreement as Exhibit A, attached hereto and incorporated herein. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. RFP180512LAC, as modified by its addendum, copies of which are on file with the County's Department of Procurement Management and are deemed incorporated into this Agreement.

II. TERM AND DELIVERY

- A. This Agreement shall commence immediately upon the effective date and shall continue through the delivery of the Purchase and the associated warranty period as further described in this Agreement for for one (1) four (4) year period. There may be an option to extend this Agreement upon the written agreement of both the County and the Vendor at the time of

extension or renewal for up to two (2) additional one (1) year periods. The effective date shall be April 2, 2019 or the date the Lee County Board of County Commissioners awarded the Solicitation to the Vendor whichever is later.

III. COMPENSATION AND PAYMENT

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

IV. METHOD OF PAYMENT

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.

- B. The Vendor shall submit an invoice for payment to the County on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B that were provided during that invoicing period.
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

V. ADDITIONAL PURCHASES

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

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

VI. LIABILITY OF VENDOR

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

VII. VENDOR'S INSURANCE

- A. Vendor shall procure and maintain insurance as specified in Exhibit C, Insurance Requirements, attached hereto and made a part of this Agreement.
- B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance

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

VIII. RESPONSIBILITIES OF THE VENDOR

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
 - 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
 - 2) upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

- 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

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

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

IX. OWNERSHIP OF PRODUCTS

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

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement.

Any change or substitution to the Vendor's key personnel must receive the County's written approval before said changes or substitution can become effective.

- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

XI. COMPLIANCE WITH APPLICABLE LAW

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

XII. TERMINATION

- A. The County shall have the right at any time upon thirty (30) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
- C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

XIII. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.

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

XIV. STOP WORK ORDER

The County may, at any time, by written order to the Vendor, require the Vendor to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Vendor. Upon receipt of such an order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Vendor shall not resume work unless specifically so directed in writing by the County. The County may take one of the following actions:

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

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

XV. VENDOR WARRANTY

- A. All products provided under this Agreement shall be new (unless specifically identified otherwise in Exhibit B and of the most suitable grade for the purpose intended.
- B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, the Vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Vendor shall refund to the County any money which has been paid for same.

XVI. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.
- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any

such provision or provisions or of its right thereafter to enforce each and every such provision.

- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative:

Name:	<u>Joseph St. Germain</u>
Title:	<u>President</u>
Address:	<u>2992 Habersham Dr.</u> <u>Tallahassee, FL</u> <u>32309</u>
Telephone:	<u>850-906-3111</u>
Facsimile:	<u>850-906-3112</u>
E-mail:	<u>Joseph@dsg-research.com</u>

County's Representatives:

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

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

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

WITNESS:

Signed By: Rachael Anglin

Print Name: Rachael Anglin

DOWNES & ST. GERMAIN RESEARCH, INC.

Signed By: JSG

Print Name: Joseph St. Germain

Title: President

Date: 2/7/19

LEE COUNTY

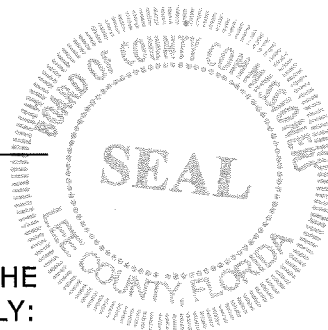
BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: Brian Hunter
VICE-CHAIR

DATE: 3/12/19

ATTEST:
CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY: Chris Lee
DEPUTY CLERK



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

BY: Scott Lira
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A

SPECIFICATIONS OR SCOPE OF SERVICES

1. GENERAL SCOPE OF PROJECT

- 1.1 Vendor shall provide marketing research services for the County. The Vendor shall have extensive experience in the development and implementation of integrated destination marketing research studies, have the ability and experience to implement research among an international audience, and have in-depth destination-specific expertise in advertising effectiveness, visitor profiling, occupancy studies, economic impact, visitor trend analysis, seasonal and annual forecasting, among other types of tourism research.

2. DETAILED SCOPE DESCRIPTION & CONTRACT DELIVERABLES

- 3.1 The Vendor shall be the principle advisor and provider to the County for the following services:
- Development and implementation of an integrated strategic research plan.
 - Creation and implementation of all research materials including, but not limited to questionnaires, in-person interview guides, written reports, presentations, etc.
 - Development, coordination, analysis, and interpretation of primary, proprietary research studies.
 - Marketing research strategy and budget stewardship.
 - Creation and implementation of an economic impact model.
 - Creation and implementation of an advertising evaluation/conversion study.
 - Development of proactive research programs and initiatives in order to stretch the efficiency and effectiveness of the research budget.
- 3.2 The Vendor shall suggest strategies to expand the impact of each research study while allowing for the most effective measurement and data collection possible within the available budget. Vendor shall include maximizing the usage of data across various studies in such strategies.
- 3.3 The Vendor must demonstrate expertise in researching all types of consumer and business travelers (profiling by geography of origin, demographics, psychographics and frequency of travel, etc.), accommodations providers and other travel industry partners, as well as travel trade professionals such as travel agents, tour operators and meeting planners.
- 3.4 The Vendor shall be responsible for developing/editing surveys, pre-testing surveys, validating surveys, encoding surveys, computer data entry, coding and cleaning, cross-tabulation, statistical significance testing, data analysis and preparation of written reports corresponding to each study. These tasks

do not represent a separate budget line item, but are to be included in the costs of the research studies and/or analyses.

- 3.5 The Vendor agrees to provide and perform all services pursuant to the Agreement and in accordance with generally accepted standards of professional and ethical research practice [as outlined in the Codes of Standards and Ethics established by the Insights Association]. This includes, but is not limited to ensuring that the County approves all questionnaires, surveys, sample construction, sample size, study timing, analysis plans, etc. prior to fielding. The Vendor must provide backup study documentation as appropriate for each completed study within 30 days of completion of study in the form of intercept logs, interviewer logs, etc. The Vendor must also turn over all raw data files to the County on a per study basis, preferably in the form of SPSS files. The Vendor must furnish hard copy and electronic copy of all questionnaires, raw data files, cross-tabulation files, final reports, final presentations, intercept logs, interviewer logs, etc. for all studies for all contract years. If the Vendor has any confidentiality concerns, name, address, phone number, and/or email address, that information can be scrubbed from raw data files and replaced with an anonymous survey ID number.
- 3.6 The Vendor shall provide general professional consultation, which will constitute, but not be restricted to discussing future in-county assignments of hospitality-related business and meetings with the County staff to evaluate marketing strategies. This may be related to, but not be limited to the development of one new domestic market each year. Using research developed in previous months, the Vendor shall assist the sales and marketing staff in identifying new domestic target markets and developing private sector presentation for Council, staff and other community tourism professionals.
- 3.7 The Vendor shall be responsible for participation in quarterly Tourist Development Council meetings to update the Council on research information and respond to questions. The Vendor shall be available the day before the Council meeting day to meet with staff. Vendor's in-person attendance at monthly meetings is preferred, but can be accomplished via Web-Ex or other web-meeting/teleconference platform. The same is true for meetings the day prior with staff. Vendor's in-person attendance will be required on a quarterly basis.
- 3.8 The Vendor shall provide special studies/additional services as required for emergency or special need response purposes in anticipation or following a physical disaster or economic crisis which affects the Lee County economy. Additional services are defined as any services that the County may request and authorize, in writing, which are not included in the Detailed Specifications set forth in the Solicitation or this Agreement.

3. EXAMPLE PROJECTS/SURVEYS/STUDIES

4.1 The following is a list of example projects, surveys, analysis, studies, etc. that may be requested of the Vendor under this Agreement and known parameters. This list is not intended to be all inclusive and parameters may vary upon the needs of the Agreement. No work is guaranteed, but the Vendor must perform the following tasks or deliver the following items, if they are requested by the County.

4.2 Visitor Profile Survey

- a. 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 tourist staying in commercial lodging, tourists staying with friends and relatives, residents, seasonal residents and day-trippers are to be included. The Vendor shall conduct a minimum of 300 interviews of randomly selected Lee County visitors, including both tourists and business travelers each month.
- b. The Vendor must provide backup study documentation in terms of at which specific properties visitors were intercepted, the number of intercepts per month/season, and time of day—in the form of intercept logs, interviewer logs, etc. The Vendor must also turn over all raw data files to the County on a per study basis, preferably in the form of SPSS files.

4.3 Occupancy Survey

- a. The Vendor shall prepare a monthly 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. Participation incentives, if recommended, should be included in the total costs for the occupancy survey.
- b. The Vendor must provide backup study documentation in terms the rotation of units by season. Vendor must also turn over all raw data files to the County on a per study basis, preferably in the form of SPSS files.

4.4 Visitation Trend Analysis

- a. The Vendor 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 shall include the months of October, November and December. Winter analyses shall include the months of January, February and March. Spring analyses shall include the months of April, May and June. Summer analyses shall include July,

August and September. The Vendor 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.

4.5 Economic Impact Analysis

- a. The Vendor 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, as well as by domestic versus international visitors.
- b. The Vendor must provide a detailed description of the algorithm, model, multipliers, input/output construct, etc. that will be used to determine economic impact. Likewise, the Vendor 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.

4.6 Seasonal & Annual Information Report Preparation

- a. The Vendor shall 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 the characteristics of business and pleasure travelers to Lee County. These reports represent a re-presentation (including any additional, necessary cross-tabulation) of data gathered in the Visitor Profile Survey and the Occupancy Survey, as well as information from the Visitation Trend Analysis. Such reports shall include, but are not limited to:
 - Executive Summary of salient monthly trends of statistical tourism indicators in Lee County, including an analytical narrative of salient trends and changes in the industry and key markets.
 - Data tabulation of key statistics such as: occupancy by geographic region, occupancy by accommodation industry segments, visitor origins by geographic area, statistical estimate of number of visitors to Lee County, statistical estimate of visitor expenditures, statistical estimate of economic impact of tourism on Lee County.

These reports are presented on a seasonal basis at the regular meetings of the Tourist Development Council; the annual report is presented in conjunction with the winter report. In person presence is required for these four (4) seasonal meetings.

4.7 Industry Barometer Analysis

- a. The Vendor shall provide monthly evaluation of industry expectations for the following three month period. These evaluations shall be based upon 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.

4.8 Special Reports

- a. As required for emergency or special need response purposes, Special projects may be required from the Vendor. These additional services are defined as any additional services that the County may request and authorize in writing which may include by not be limited to the following:
 - Advertising Program Analysis & Conversion Study Periodically, the Vendor 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 shall 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 County's advertising/promotional messages, sourced from Internet inquiries, 800 number calls, reader response cards, coupons, etc. This sample will need to address seasonality and source comparison. The Vendor shall be required to turn over all raw data files to the County on a per study basis, preferably in the form of SPSS files.
 - Airport Tracking Study On a periodic basis, the Vendor may be asked to 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 shall 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 Vendor 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. The Vendor must also turn over all raw data files to the County on a per study basis, preferably in the form of SPSS files.

- Convention and Meeting Visitor Research

As needed, and/or as requested by County, this study shall 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, as needed.

- Occupancy Inventory Study

1. As needed, and/or as requested by County, this study shall 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.

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

4. LAGNIAPPE SERVICES

The below services are to be provided by the Vendor as lagniappe services and therefore provided at no additional charge to the County.

5.1 Potential Visitors Study

- a. Study shall assess potential visitors' perceptions of Lee County as a tourist destination and will determine aided and unaided awareness of Lee County and its attractions, perceived benefits and obstacles to visiting Lee County, perceived competitors to Lee County, awareness of locations within Lee County, preferred mode of transportation, vacation planning habits, rating of Lee County as a vacation destination, interest in visiting Lee County, etc. The goal is to assist Lee County's marketing with the result of increasing visitors to Lee County and Vendor shall perform the services in a manner consistent with achieving that goal.

5.2 Lifestage Analysis

- a. Vendor shall translate visitor tracking data into Lifestage Segmentation and compare Lee County's visitor segments to those developed by VISIT FLORIDA, for the state of Florida, along with other segmentation categories as identified by the County.

5.3 Emotional Positioning Research

- a. There are dozens of attractive beach destinations in the southeast United States. Vendor shall conduct Emotional Positioning Research to assist to identify the unique emotional positioning for each destination. Results of this study shall be used to present recommendations such as alteration of

taglines, positioning, messaging and creative to reflect the unique emotional positioning in the minds of potential visitors.

**EXHIBIT B
FEE SCHEDULE**

In accordance with this Agreement, the County shall pay the Vendor for actual work performed at the rates and fees set forth below, following the specifications as further described herein, in a total amount not to exceed \$250,000.00.

VCB - MARKET RESEARCH		
REPORTS - STUDIES - ANALYSIS – TRAVEL		
<u>DESCRIPTION</u>	<u>UNIT OF MEASURE</u>	<u>UNIT PRICE PER REPORT</u>
VISITOR PROFILE SURVEY	SEASONAL (QUARTERLY)	\$20,000.00
OCCUPANCY SURVEY	SEASONAL (QUARTERLY)	\$5,000.00
VISITATION TREND ANALYSIS	SEASONAL (QUARTERLY)	\$3,000.00
ECONOMIC IMPACT ANALYSIS	SEASONAL (QUARTERLY)	\$7,500.00
INDUSTRY BAROMETER ANALYSIS	SEASONAL (QUARTERLY)	No charge
SPECIAL REPORTS: ADVERTISING PROGRAM ANALYSIS & CONVERSION STUDY	EACH	\$30,000.00
SPECIAL REPORTS: AIRPORT TRACKING STUDY	EACH	\$5,000.00
SPECIAL REPORTS: CONVENTION AND MEETING VISITOR RESEARCH	EACH	\$30,000.00
SPECIAL REPORTS: OCCUPANCY INVENTORY STUDY	EACH	\$5,000.00
ANNUAL REPORT & PRESENTATION	EACH	\$2,000.000

TOURIST DEVELOPMENT COUNCIL REPORTS & PRESENTATIONS	SEASONAL (QUARTERLY)	\$2,000.00
QUARTERLY TRAVEL EXPENSES (MUST BE IN ACCORDANCE WITH COUNTY POLICIES)	NTE (QUARTERLY)	\$750.00
PERSONNEL HOURLY RATE SCHEDULE		
<u>PROJECT POSITION OR CLASSIFICATION</u>		<u>HOURLY RATE TO BE CHARGED</u>
PRESIDENT - RESEARCH SERVICES		\$225.00
SENIOR PARTNER		\$225.00
SENIOR RESEARCH DIRECTOR		\$90.00
RESEARCH DIRECTOR		\$75.00
DATA COLLECTION MANAGER		\$75.00
FIELD SERVICES MANAGER		\$75.00
ASSISTANT FIELD SERVICES MANAGER		\$66.00
INTERVIEWER SUPERVISOR		\$75.00
INTERVIEWERS		\$60.00

Travel Expenses Billing and Reimbursement

- a. The Vendor shall, in addition to the hourly rate as set forth herein, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs for travel when performing services under this agreement. All requests for reimbursement must be accompanied by copies of receipt(s) or other reasonable documentation showing payment by the vendor.

- b. All approved expenses will be reimbursed at actual cost except for meals, mileage and gratuity, which shall be reimbursed as further described below.
- c. Meals shall be paid in accordance with the most recent USGSA Code per Florida Statute 112.061 (specific travel reimbursement amounts will be based on location). For areas not included on the USGSA list, the closest city in the region will be used.
- d. Breakfast-when travel begins before 6:00 A.M. and extends beyond 8:00 A.M.
- e. Lunch-when travel begins before 12:00 noon and extends beyond 2:00 P.M.
- f. Dinner-when travel begins before 6:00 P.M. and extends beyond 8:00 P.M. or when travel occurs during nighttime hours due to special assignment.
- g. Mileage shall be paid pursuant to USGSA Code, and said rate shall be amended from time to time to be consistent with the USGSA Code change.
- h. Travel expenses of travelers shall be limited to those expenses necessarily incurred by them in the performance of a public purpose authorized by law to be performed by the agency.
- i. TIPS & GRATUITIES
- j. Pursuant to Florida Administrative Code Rule 69 1-42.010, tips and gratuities are reimbursable as follows (and as updated time to time by the State of Florida).
 - i. Taxi- actual tips not to exceed 15% of fare.
 - ii. Mandatory valet parking, not to exceed \$1.00 per occasion, and incurred in performance of public business.
 - iii. C) Portage – not to exceed \$1.00 per bag or total of \$5.00

Travel Expenses are anticipated to be billed quarterly.

EXHIBIT C

INSURANCE REQUIREMENTS

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

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, and 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
- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:
 - \$500,000 combined single limit (CSL) or
 - \$300,000 bodily injury per person
 - \$500,000 bodily injury per accident
 - \$300,000 property damage per accident
- c. **Workers' Compensation** - Statutory benefits as defined by Chapter 440, Florida Statutes, 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

*The required minimum limit of liability shown in a., b., and c. 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."

Verification of Coverage:

Coverage shall be in place prior to the commencement of any work and throughout the duration of the Contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

- a. The certificate holder shall read as follows:
Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902
- b. *"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials"* will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the Contract.
2. If applicable, it is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.
3. Place the project name and number in the Description of Operations box.
4. Insurance carriers providing coverage required herein shall be licensed to conduct business in the State of Florida and shall possess a current A.M. Best's Financial Strength Rating of B+ Class VII or better.