

RFP240474CMR
VCB – Market Research
Downs & St. Germain Research, Inc.

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 Drive, Tallahassee, FL, 32309, and whose federal tax identification number is 59-2998952, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to provide marketing research services from the Vendor in connection with "VCB- Market Research" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. RFP240474CMR on August 30th, 2024 (the "Solicitation"); and,

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

WHEREAS, the County posted a Notice of Intended Decision on October 30th, 2024, 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, a more specific description of the Project Scope of Services is set forth in sections 1 through 7 of the Detailed Specifications section of RFP240474CMR, a photocopy of said sections being attached hereto and incorporated by reference as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement to the extent that it does not conflict with the remainder of the Agreement.

II. TERM AND DELIVERY

- A. This Agreement shall commence immediately upon the effective date and shall continue on an as needed basis for one (1) three (3) year period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a term or terms not to exceed two (2) years. The effective date shall be April 2nd, 2025.

- B. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

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 services under this Agreement until receipt of written authorization from the County. Vendor acknowledges and agrees that no minimum order or amount of product or service is guaranteed under this Agreement and County may elect to request no products or services. If the County authorizes delivery of products or performance of services, the County reserves the right to amend, reduce, or cancel the authorization 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 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, PRRCustodian@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.
- F. The Vendor shall comply with the Vendor Background Screening Affidavit attached hereto and incorporated herein as Exhibit D.

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. If the services provided require use of specific key personnel, the personnel shall be agreed to by the County and Vendor. If the Vendor's key personnel have been predetermined and approved, through the Solicitation process or otherwise, any subsequent change or substitution to the 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. CONTRACT TERMINATION

- A. **MATERIAL BREACH** A Vendor may be Terminated for Cause by the County, at the sole discretion of the Procurement Management Director, for failing to perform a contractual requirement or for a material breach of any term or condition. A material breach of a term or condition of the Agreement may include but is not limited to: 1. Vendor failure to perform services or deliver materials, supplies, or equipment by the date required or by an alternate date as mutually agreed in a written amendment to the Agreement; 2. Vendor failure to carry out any warranty or fails to perform or comply with any mandatory provision of the Agreement; 3. Vendor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder; 4. Vendor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors that endangers the Vendor's proper performance hereunder; 5. Appointment of any receiver, trustee, or similar official for Vendor or any of the Vendor's property and such appointment endangers the Vendor's proper performance hereunder; 6. A determination that the Vendor is in violation of federal, state, or local laws or regulations and that such determination renders the Vendor unable to perform any aspect of the Agreement.

- B. **OPPORTUNITY TO CURE** In the event that Vendor fails to perform a contractual requirement or materially breaches any term or condition, the County may issue a written cure notice. The Vendor may have a period of time in which to cure. The County is not required to allow the Vendor to cure defects if the opportunity for cure is not feasible as, determined solely within the discretion of the County. Time allowed for cure shall not diminish or eliminate Vendor's liability for damages, or otherwise affect any other remedies available against Vendor under the Agreement or by law. If the breach remains after Vendor has been provided the opportunity to cure, the County may do any one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this Agreement and any related contracts or portions thereof; 3. Procure replacements and impose damages as set forth elsewhere in this Agreement, if applicable; 4. Impose actual or liquidated damages; 5. Suspend or bar Vendor from receiving future solicitations or other opportunities; 6. Require Vendor to reimburse the County for any loss or additional expense incurred as a result of default or failure to satisfactorily perform the terms of the Agreement.
- C. **TERMINATION FOR CAUSE** In the event the Procurement Management Director, in his/her sole discretion, determines that the Vendor has failed to comply with the conditions of this Agreement in a timely manner or is in material breach, the Procurement Management Director has the right to terminate this Agreement, in part or in whole. If corrective action is deemed acceptable by the County, the Procurement Management Director shall notify the Vendor in writing of the need to take corrective action and the date in which the corrective action must be completed. If corrective action is not completed as specified by the Procurement Management Director, or if such corrective action is deemed by the County to be insufficient, the Agreement may be terminated. The County reserves the right to withhold further payments, or prohibit the Vendor from incurring additional obligations of funds during investigation of the alleged breach and pending corrective action by the Vendor or a decision by the County to terminate the Agreement. In the event of termination, the County shall have the right to procure any replacement materials, supplies, services and/or equipment that are the subject of this Agreement on the open market. In addition, the Vendor shall be liable for damages as authorized by law including, but not limited to, any price difference between the original Agreement and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. If it is determined that: (1) the Vendor was not in material breach; or (2) failure to perform was outside of Vendor's or its subcontractor's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience." The rights and remedies of the County provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

- D. **TERMINATION FOR CONVENIENCE** Except as otherwise provided in this Agreement, the County, at the sole discretion of the Procurement Management Director, may terminate this Agreement, in whole or in part by giving thirty (30) calendar days written notice beginning on the second day after mailing to the Vendor. If this Agreement is so terminated, the County shall be liable only for payment required under this Agreement for properly authorized services rendered, or materials, supplies and/or equipment delivered to and accepted by the County prior to the effective date of Agreement termination. The County shall have no other obligation whatsoever to the Vendor for such termination.
- E. 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. 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. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee County. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline will then fall to the next Monday or non-Lee County recognized holiday.

- I. Any notices of default or termination shall be sufficient if sent by the parties via email, United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative

Name: Joseph St. Germain
Title: President
Address: 2992 Habersham Drive,
Tallahassee, FL 32309
Telephone: (850) 906-3111
Facsimile: N/A
Email: joseph@dsg-research.com

County's Representative

Name: Mary Tucker
Title: Procurement
Management Director
Address: P.O. Box 398
Fort Myers, FL 33902
Telephone: (239) 533-8881
Facsimile: (239) 485-8383
Email: mtucker@leegov.com

- J. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- L. Each individual signing this Agreement directly and expressly warrants that he/she has been given and has received and accepted authority to sign and execute the Agreement on behalf of the party for whom it is indicated he/she has signed, and further has been expressly given and received and accepted authority to enter into a binding agreement on behalf of such party with respect to the matters contained herein and as stated herein.
- M. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
1. Agreement
 2. County's Purchase Order
 3. Solicitation
 4. Vendor's Submittal in Response to the Solicitation

[Remainder of this page left intentionally blank.]

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

WITNESS:

Signed By: *Linsey Giddens*
Print Name: Linsey Giddens

DOWNES & ST. GERMAIN RESEARCH, INC.

Signed By: *JSG*
Print Name: Joseph St. Germain
Title: President
Date: 12/9/24

DS



LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

DocuSigned by:
Kevin Ruane
22FDD5F15C7E43A...
Print Name: Kevin Ruane
Title: Chair
Date: 2/10/2025 | 2:53 PM EST

ATTEST:
CLERK OF THE CIRCUIT COURT

BY: *Melissa Butler*
DEPUTY CLERK

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

BY: *Andrea Fraser*
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A

DETAILED SPECIFICATIONS

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DETAILED SPECIFICATIONS

1. GENERAL SCOPE OF PROJECT

1.1. The Lee County Board of County Commissioners is requesting proposals to contract with a skilled and qualified Firm to provide marketing research services for the Lee County Visitor & Convention Bureau (VCB). The Firm, otherwise known as the Marketing Research Provider, 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. BACKGROUND

2.1. The Lee County Visitor & Convention Bureau (VCB) is the lead agency responsible for destination marketing and management of the County's tourism economy. The VCB represents the broader interests of the economy and residents by marketing the area to visitors and cultivating relationships among attractions, hospitality businesses, and individual communities to cultivate the area's quality of life and unique attributes. The impact of the VCB's efforts creates continual benefits for the County's residents and guests.

2.2. The overarching goals for the Lee County VCB to continue to serve the broader social and economic interests of the County by marketing and managing the destination for the continual benefit of residents, visitors, and the travel and tourism industry are:

2.2.1. Drive higher levels of shoulder and off-season visitation and visitor spending to the area.

2.2.2. Support placemaking initiatives that enhance Lee County and continue destination product development efforts.

2.2.3. Position the destination to be adaptable.

2.3. For more information, go to www.leevcb.com and click on the "About" section to access the VCB's Destination Strategic Plan.

3. DETAILED SCOPE DESCRIPTION & DELIVERABLES

3.1. The Marketing Research Provider shall be the principal advisor and provider to the VCB for the following services:

3.1.1. Development and implementation of an integrated strategic research plan.

3.1.2. Creation and implementation of all research materials including, but not limited to, questionnaires, in-person interview guides, written reports, presentations, etc.

3.1.3. Development, coordination, analysis, and interpretation of primary, proprietary research studies to guide marketing research strategy and budget stewardship.

3.1.4. Creation and implementation of an economic impact model.

3.1.5. Development of proactive research programs and initiatives to stretch the efficiency and effectiveness of the research budget.

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- 3.2. The Marketing Research Provider must be able to 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. Maximizing the usage of data across various studies should be included in such strategies.
- 3.3. The Marketing Research Provider must have 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 Marketing Research Provider 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 Marketing Research Provider agrees to provide and perform all services pursuant to the contract and in accordance with generally accepted standards of professional and ethical research practice, as outlined in the Codes of Standards established by the Insights Association. This includes, but is not limited to, ensuring that the VCB approves all questionnaires, surveys, sample construction, sample size, study timing, analysis plans, etc. prior to fielding.
- 3.5.1. Upon request, the Marketing Research Provider must provide:
- 3.5.2. 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.
- 3.5.3. All raw data files to the County on a per study basis, preferably in the form of SPSS files.
- 3.5.4. Electronic copies 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.
- 3.5.5. If the Marketing Research Provider has any confidentiality concerns, name, address, phone number, and/or email address can be scrubbed from raw data files and replaced with an anonymous survey ID number before submitting the files to the VCB.
- 3.6. The Marketing Research Provider 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 VCB 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 Marketing Research Provider shall assist the sales and marketing staff in identifying new domestic target markets and developing private sector presentations for Council, staff, and other community tourism professionals.
- 3.7. The Marketing Research Provider shall be responsible for participation in quarterly Tourist Development Council meetings to update the Council on research information and respond to questions. In-person attendance at monthly meetings is preferred, but monthly meetings can be observed remotely via Lee TV. In-person attendance shall be required on a quarterly basis.
- 3.8. The Marketing Research Provider 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 this solicitation.

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3.9. The following is a list of core deliverables the Marketing Research Provider shall provide on a regular basis, as specified below.

3.10. Visitor Profile Survey

3.10.1. Shall include, but may not be limited to:

3.10.1.1. Quarterly 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.

3.10.1.2. Filter tabulations of tourist staying in commercial lodging, tourists staying with friends and relatives, residents, seasonal residents and day-trippers are to be included.

3.10.1.3. The Market Research Provider shall conduct interviews of randomly selected Lee County visitors, including both tourists and business travelers. Historically, a total of N=300 surveys per month have been conducted via in-person, one-on-one intercepts.

3.10.1.4. Upon request, the Market Research Provider must provide backup study documentation for specific properties visitors were intercepted at, the number of intercepts per month/season, and time of day—in the form of intercept logs, interviewer logs, etc.

3.10.2. For more information, go to www.leevcb.com and click on the “Statistics” section to view the Annual and Quarterly Visitor Profile Reports and learn how visitors break out by quarter, geographic areas of origin, etc.

3.11. Occupancy Survey

3.11.1. The Market Research 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. Participation incentives, if approved by the VCB, shall be included in the total costs for the occupancy survey.

3.11.2. The Market Research Provider must include the number of occupancy survey participants in the study by season.

3.12. Visitation Trend Analysis

3.12.1. The Market Research 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 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 Market Research Provider shall base these analyses on the intercept interviews collected among randomly selected Lee County tourists and business travelers in the Visitor Profile Study.

3.13. Economic Impact Analysis

3.13.1. The Market Research 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

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corresponding seasons, and must show economic impact overall, as well as by domestic versus international visitors.

3.13.2. The Market Research Provider must provide a detailed description of the algorithm, model, multipliers, input/output construct, assumptions, etc. that will be used to determine economic impact. Likewise, the Market Research 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.

3.14. Industry Barometer Analysis

3.14.1. The Market Research Provider shall provide evaluations of industry expectations for the following three- and six-month periods. 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.

3.15. Seasonal Information Report Preparation & Tourist Development Council Presentations

3.15.1. The Market Research Provider shall prepare four (4) oral and visual seasonal information reports which cover the Fall season, Winter season, Spring season and Summer season, and shall provide the characteristics of business and pleasure travelers to Lee County.

3.15.1.1. These reports represent a 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.

3.15.1.2. These reports are presented on a seasonal basis at the regular meetings of the Tourist Development Council. In person presence is required for these four (4) seasonal meetings.

3.15.1.3. 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 these trends and changes in the industry and key markets. Additionally, the Market Research Provider will present a summary of the Annual Report during the presentation of the Spring season results.

3.15.1.4. 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.

I. EXAMPLE SPECIAL PROJECTS/SURVEYS/STUDIES

4.1. The following is a list of *examples* of special projects, surveys, analysis, studies, etc. that may be requested of the Marketing Research Provider under this contract. This list is not intended to be exhaustive, nor are each of these anticipated annually. Parameters may vary upon the needs of the VCB. No work is guaranteed.

4.2. Advertising Program Analysis & Conversion Study

4.2.1. As needed, the Market Research 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 shall be based upon a comparison of occupancy rates, visitor revenue contributions, tax collections

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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 shall address seasonality and source comparison.

4.3. Airport Tracking Study

4.3.1. As needed, the Market Research 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 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 Market Research 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.

4.4. Convention and Meeting Visitor Research

4.4.1. As needed, 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.

4.5. Occupancy Inventory Study

4.5.1. As needed, this study shall update the County's existing data on the number of total units in the rental pool. Data shall 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, and campground/RV parks.

5. MINIMUM QUALIFICATION REQUIREMENTS

5.1 Proposers must meet the minimum qualification requirements as specified in Form 8 –Minimum Qualifications Requirements provided within this solicitation package to qualify for consideration of award. Form 8- Minimum Qualifications Requirements must be completed and returned with the proposal submittal along with any supporting documentation when requested and/or indicated herein.

5.2 The County reserves the right, in their sole judgment, to determine to its satisfaction whether the Proposer(s) has met the minimum qualification requirements as specified herein. The determination shall be based upon the examination of Form 8 – Minimum Qualifications Requirements and associated supportive documentation (if any requested).

5.3 An affirmative determination shall be a prerequisite for consideration of award of the contract to the Proposer(s). A negative determination shall result in disqualification of the proposal, in which event the County shall exclude the proposal from the evaluation process and therefore deeming the Proposer ineligible for award.

6. BUDGET & PRICING

6.1. The projected annual budget for this proposal for marketing research services is approximately \$300,000. Future budgets may be increased or decreased, as needed depending upon available funding. This budget is subject to the availability of funds, approved by the Lee County Board of County Commissioners. The specific compensation for the contract will be negotiated.

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- 6.2. Details of your firm's pricing proposal shall be included in TAB 3- Plan of Approach and Value Pricing, as instructed within the solicitation documents located within the Submittal Requirements & Evaluation Criteria section. Total pricing of the detailed proposal shall not exceed \$300,000. A lumpsum proposal is not acceptable. Your proposal shall be detailed and explain how much can be done within the budget, and clearly indicate the plan, deliverables and services required to accomplish it.

7. MISCELLANEOUS INFORMATION

- 7.1. The current advertising agency of record is MMGY. The Market Research Provider will coordinate at the direction of VCB staff with the advertising agency of record to deliver on strategic priorities.
- 7.2. Past reports and data collection instruments will be provided to the awarded Market Research Provider.

End of Detailed Specifications

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SPECIAL CONDITIONS

These are conditions that are in relation to this solicitation only and have not been included in the County's standard Terms and Conditions or the Scope of Work.

1. PROJECT TERM

- 1.1. The Vendor shall be responsible for furnishing and delivering to the Lee County requesting Department(s) the commodity or services on an "as needed basis" for one (1) three-year (3) period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the term of two (2) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.
- 1.2. The County currently has an Agreement in place for such services, that is set to expire April 1st, 2025. The Agreement associated with this solicitation will therefore not become effective until April 2nd, 2025, or soon thereafter. Should the existing Agreement be terminated prior to its expiration date, or the County have a need to activate this Agreement early, the County reserves the right to enter into Agreement with the Vendor prior to April 2nd, 2025.

2. COPYRIGHTED MATERIAL

- 2.1. Copyrighted material will be accepted as part of a proposal only if accompanied by a waiver that shall allow the County to make paper and electronic copies necessary for use of County staff and agents. Copyrighted material is not exempt from the Public Records Law, Chapter 119 Florida Statutes. Therefore, such material shall be subject to viewing by the public.

3. REIMBURSABLE EXPENSES AND GUIDELINES

- 3.1. The Vendor shall be entitled to reimbursement of out-of-pocket expenses and costs for travel, further described below, when performing services under this Agreement. All reimbursement requests must include copies of receipt(s) or any other reasonable documentation pertaining to reimbursement request.
- 3.2. Vendor and or any contracted personnel shall be subject to the policies and procedures as approved by the Administrative Code AC-3-21 attached herein as Attachment A.
- 3.3. REIMBURSABLE EXPENSES SHALL INCLUDE: expenses incurred directly from the Vendor's work under this Agreement as described herein:
 - 3.3.1. Reasonable, allowable travel and transportation expenses. Vendor must follow reimbursement plan described in this solicitation.
- 3.4. Reimbursable expenses are subject to approval by the County. Unallowable reimbursement includes, but are not limited to, travel rewards or benefit programs. The Vendor shall submit a request for reimbursement no less than quarterly, which shall include a description of the expense, and explanation of the Vendor's related business activities, and a complete copy of the detailed receipt.
- 3.5. The County shall review each request to verify the legitimacy of the expense(s) and reserves the right to reject any request for expenses not directly related to the Vendor's work on behalf of the County, or requests with insufficient documentation.
- 3.6. 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.

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- 3.7. **TRAVEL REIMBURSEMENT GUIDELINES:** 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.
- 3.7.1. Vendors shall not be reimbursed for travel related to training or professional development, unless it is required by the VCB.
- 3.8. Vendor shall not be entitled to hourly compensation for time spent traveling.
- 3.8.1. Travel requires prior authorization by the County and prior authorization must be submitted with the reimbursement request for such expenses.
- 3.8.2. Accommodation and air travel reservations shall be made by the Vendor in a timely manner in order to obtain the best rates possible. The County shall reimburse approved air travel for economy class only.
- 3.9. **MEALS:** Per AC 3-21, 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.
- 3.9.1. Breakfast- When travel begins before 6:00 AM and extends beyond 8:00 AM.
- 3.9.2. Lunch- When travel begins before 12:00 PM and extends beyond 2:00 PM.
- 3.9.3. Dinner- When travel begins before 6:00 PM and extends beyond 8:00 PM, or when travel occurs during nighttime hours due to special assignment.
- 3.10. **TIPS AND GRATUITIES:** Pursuant to Florida Administrative Code Rule 69 I-42.010 tips and gratuities are reimbursable as follows (and as updated time to time by State of Florida)
- 3.10.1. Taxi- Actual tips not to exceed 15% of fare.
- 3.10.2. Mandatory valet parking, not to exceed \$1.00 per occasion, and incurred in performance of public business.
- 3.10.3. Portage- Not to exceed \$1.00 per bag or a total of \$5.00.

4. **INVOICES**

- 4.1. Vendor must submit appropriate invoices and detailed records of expenditures, as detailed by the Lee County Administrative Code - AC-3-21. (AC-3-21 attached herein as Attachment A)
- 4.2. Vendor shall provide invoicing details that accurately depict and specify all services provided as to the request of the County and or specific VCB fiscal staff.
- 4.3. Invoicing shall be submitted no less than quarterly and include supporting documentation for each expense submitted. All reimbursable expenses are subject to approval by the County. The county will review each request to verify the legitimacy of the expense(s) and reserves the right to reject any requests for expenses not directly related to the Vendor's work on behalf of the County.
- 4.4. Formatted invoices must include the following, but not limited to:
- Purchase order number

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- Invoice number
 - Invoice date
 - Service period (can only be submitted once, unless approved in advance)
 - Invoice summary description and adequate descriptions for each individual charge
 - Receipts and or third-party invoices to support individual charges.
 - Appropriate forms as required.
- 4.5. The VCB may provide the VCB Invoice Submission Checklist as a courtesy to assist with accurate and timely invoice submission. The checklist is not an integral part of this Request for Proposal.
- 4.6. When requesting reimbursement for travel related expenses, the invoice must include but not be limited to:
- 4.6.1. Lee County Travel Reimbursement Form:
- All travel related expenses shall be appropriately documented completely, and substantiated with receipts, except GSA meal allowances and incidental amounts that may be claimed.
 - A breakdown of meals and incidental allowances from the appropriate website.
 - The form must be completed in its entirety.
 - The purpose must be included.
 - Travel related charges can only be submitted once unless pre-approval is obtained to submit a revised request for reimbursement. The original Travel Reimbursement Request Form must be revised and resubmitted for additional reimbursement related to a trip that was previously submitted.
 - Transportation tips provided must be reasonable and supported by a receipt.
- 4.7. Actual receipts for all reimbursement requests including ground transportation are required. Ground transportation shall include vehicle rental (rental, insurance, and fuel charges), taxi service, train tickets, rail passes, busses, etc. Expense reimbursements for missing receipts must be pre-approved by the County prior to invoicing and submitted on a Missing Receipts Justification Form.
- 4.8. The County reserves the right to short-pay invoices by ineligible expenses or charges with inadequate supporting documentation. A summarized explanation will be maintained by the Lee County VCB. The vendor may submit a revised invoice once all supporting documentation requirements are met.

End of Special Conditions

**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 \$300,000.00.

Travel expenses shall be the responsibility of the vendor.

<i>VCB MARKET RESEARCH</i>				
<i>REPORTS - STUDIES - ANALYSIS - PRESENTATIONS</i>			* Special reports/projects/survey/studies are considered additional tasks as needed.	
Item	Description	Unit of Measure	Unit Price	Amount
1	Visitor Profile Survey- Seasonal (Price based on sample size)	Quarterly	\$24,000.00	\$96,000.00
2	Occupancy Survey- Seasonal	Quarterly	\$6,000.00	\$24,000.00
3	Visitation Trend Analysis- Seasonal	Quarterly	\$3,600.00	\$14,400.00
4	Economic Impact Analysis- Seasonal	Quarterly	\$9,000.00	\$36,000.00
5	Industry Barometer Analysis- Seasonal	Quarterly	\$0.00	\$0.00
6	Seasonal Information Report Preparation & Tourist Development Council Presentations	Quarterly	\$2,400.00	\$9,600.00
7	Annual Report and Presentation	Annually	\$0.00	\$0.00
8	Special Reports (As needed. Cost of reports determined and agreed upon based on complexity.) *	Each	TBD	\$120,000.00
TOTAL:			\$300,000.00	
<i>PERSONNEL HOURLY RATE SCHEDULE</i>				
Item	PROJECT POSITION OR CLASSIFICATION	HOURLY RATE TO BE CHARGED		
1	PRESIDENT - RESEARCH SERVICES	\$300.00		
2	SENIOR RESEARCH ASSOCIATE	\$225.00		
3	RESEARCH DIRECTOR	\$225.00		
4	RESEARCH ASSISTANT	\$150.00		
5	RESEARCH CLERK	\$150.00		
6	VICE PRESIDENT - OPERATIONS	\$225.00		
7	FIELD SERVICES MANAGER	\$150.00		
8	ASSISTANT FIELD SERVICES MANAGER	\$150.00		
9	INTERVIEWERS	\$75.00		
10	INFORMATION TECHNOLOGY DIRECTOR	\$225.00		
11	PROGRAMMER/ANALYST	\$150.00		
12	CODING MANAGER	\$150.00		

EXHIBIT C INSURANCE REQUIREMENTS



**Lee County Insurance Requirements
Includes Professional Liability**

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' 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, contractual liability exposures with minimum limits of:

- \$1,000,000 per occurrence
- \$2,000,000 general aggregate
- \$1,000,000 products and completed operations
- \$1,000,000 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:

- \$1,000,000 combined single limit (CSL); or
- \$500,000 bodily injury per person
- \$1,000,000 bodily injury per accident
- \$500,000 property damage per accident

- c. **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:

- \$500,000 per accident
- \$500,000 disease limit
- \$500,000 disease – policy limit

- d. **Errors and Omissions** - Coverage shall include professional liability insurance, to cover claims arising out of negligent acts, errors or omissions of professional advice, privacy and network security insurance covering for losses arising from disclosure of confidential information, or other professional services.

- \$1,000,000 per occurrence

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



**Lee County Insurance Requirements
Includes Professional Liability**

Verification of Coverage:

1. 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. **Under the Description of Operations, the following must read as listed:**

“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are automatic additional insureds and includes an automatic waiver of subrogation with regard to general liability. The certificate holder is an additional insured on a primary and noncontributory basis with regards to general liability.”

b. **The certificate holder must read as follows:**

Lee County, a political subdivision and Charter County of the State of Florida
P.O. Box 398
Fort Myers, Florida 33902

Special Requirements:

1. An appropriate “Indemnification” clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.



EXHIBIT D
VENDOR BACKGROUND SCREENING AFFIDAVIT



**VENDOR BACKGROUND
SCREENING AFFIDAVIT**

Florida Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Vendor who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law.

The Vendor is responsible for ensuring that such required background screenings are conducted in accordance with Florida Statutes Chapter 435. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.

Under penalty of perjury, I declare that I have read and understand the requirements stated above, and that all required background screenings shall be conducted in accordance with this affidavit. I further understand that there may be additional local, state, and federal regulations that may require background screening, and that the Vendor will be solely responsible for complying with such legal requirements. Furthermore, the Vendor shall indemnify and hold Lee County harmless from any and all claims or actions resulting from failure to comply with this affidavit.

Date: 12/9/24

Signature

STATE OF Florida
COUNTY OF Leon

Joseph St. Germain President

Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 9 day of December, 2024, by the above-named person and in their stated capacity, and is either personally known to me or who has produced the following type of identification: _____

Type of Identification

[Stamp/seal required]

Signature, Notary Public

