BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: APRIL 16, 2003 Division: TDC

Bulk Item: Yes X No ___ Department: _____

AGENDA ITEM WORDING:
Approval of an Agreement with Prange & O'Hearn Insights, Inc. to provide Visitor Profile Survey Services.

ITEM BACKGROUND:
TDC to approve same at their meeting of March 18, 2003

PREVIOUS REVELANT BOCC ACTION:

CONTRACT/AGREEMENT CHANGES:
New Agreement

STAFF RECOMMENDATIONS:
Approval

TOTAL COST: $59,500 (And up to $3,600 for expenses) **BUDGETED:** Yes X No

COST TO COUNTY: $59,500 (and up to $3,600 for expenses)/TOURIST PAY

SOURCE OF FUNDS: TDC

REVENUE PRODUCING: Yes X No _____ **AMOUNT PER MONTH**____ **Year** ____

APPROVED BY: County Atty X OMB/Purchasing X Risk Management X

DIVISION DIRECTOR APPROVAL: _____
(Lynda Stuart)

DOCUMENTATION: Included X To Follow_____ Not Required_____

DISPOSITION:_____ **AGENDA ITEM #** D4

Revised 2/27/01

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Prange & O'Hearn Insights, Inc.

Contract #_____

Effective Date: 6/1/03

Expiration Date: _____

Contract Purpose/Description:
Approval of an Agreement with Prange & O'Hearn Insights, Inc. to provide Visitor Profile Survey Services.

Contract Manager: Maxine Pacini (Name) 3523 (Ext.) TDC # 3 (Department/Stop #)

for BOCC meeting on 4/16/03 Agenda Deadline: 4/2/03

CONTRACT COSTS

Total Dollar Value of Contract: $ 63,100 Current Year Portion: $ _____

Budgeted? Yes ☒ No ☐ Account Codes: 116-76065-530340-T36G-250X-530340

Grant: $ _____ ___-___-___-___-___

County Match: $ _____ ___-___-___-___-___

___-___-___-___-___

ADDITIONAL COSTS

Estimated Ongoing Costs: $_____/yr For: _____
(Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	2/14/03	Yes ☐ No ☑	[signature]	2/14/03
Risk Management	2/18/03	Yes ☐ No ☑	W. [signature]	2/18/03
O.M.B./Purchasing	2/20/03	Yes ☐ No ☑	[signature]	2/20/03
County Attorney	2/13/03	Yes ☐ No ☑	S.Hutton	2/13/03

Comments: OMB: Needs Public Entity Crime Statement SK

Completed M.P.

OMB Form Revised 2/27/01 MCP #2

VISITOR PROFILE SURVEY AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2003, by and between the BOARD OF COUNTY COMMISSIONERS, Monroe County, Florida, hereinafter referred to as the COUNTY, and PRANGE & O'HEARN INSIGHTS, INC., hereinafter referred to as FIRM;

WITNESSETH

WHEREAS, FIRM is qualified to provide Visitor Profile Survey Services, and;

WHEREAS, the Monroe County Tourist Development Council (TDC) has recommended this contract be entered into provide services, and;

WHEREAS, the COUNTY wishes to enter into this Agreement for services with the FIRM,

1. **TERM:** The term of this Agreement is for a period of three years commencing June 1, 2003 and terminating on May 31, 2006 subject to Section 10 herein.

2. **SERVICES:** In consideration of the base monthly contractual amount, the FIRM shall provide the following services on behalf of the Florida Keys & Key West:

A. Survey Design – Develop survey instrument, restricting the number of questions so that the interview can be completed in a 3-5 minute time frame. Pretest questionnaire to ensure validity of response and timing requirements.

B. Field Set Up – Identify key locations for interview sites. Develop a rotation plan for the locations selected, to provide alternates to unproductive sites as well as to broaden the reach of the field interviewing crew. Recruit interviewers from local labor pool from various locations in the Keys. Instruct interviewers in respondent selection techniques to be used, qualification criteria, and survey instrument administration. Supervise interviewers in the field.

C. Data Collection – Develop project schedule to provide a guide for interview completion. Conduct intercept interviews with visitors at selected locations

througout the five regions of Monroe county (Key Largo, Islamorda, Marathon, Lower Keys, and Key West). Achieve a quota of 250 completed interviews (approximately 50 per month) in each region during each season, for a total interview base of 3,000 per year. Rotate schedule so that days of the week are covered and a variety of visitors are interviewed.

D. Data Cleaning and Input – Review each questinnaire for completeness and legibility. Input survey responses and deliver to TDC monthly survey data via diskette or e-mailed file, in a format compatible with TDC's computer software.

3. **REPORTS:** The FIRM shall provide to TDC Administrative Office, 1201 White Street, Suite 102, Key West, Florida, reports and documentation of results of services. Reports shall show, at a minimum:

Monthly survey data via diskette or e-mailed file, in a format compatible with TDC's computer software.

All completed questionnaires and other hard copy from field work.

4. **COMPENSATION:** The FIRM's annual fee shall be $59,500, with an additional amount of no more than $3,600 per year for approved expenses. Miscellaneous expenses may include travel, lodging, printing, mailing, couriers, postage, respondent incentives (if required), etc. Miscellaneous expenses must be approved in advance and billed separately. Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the BOCC.

5. **BILLINGS:** The FIRM shall submit to the TDC Administrative Office an initial billing for 25% ($14,875.00) each contract year, due upon receipt of the project design document and survey instrument, followed by 12 equal monthly billings of $3,718.75 for contract services, and up to $300 per month for all other approved charges incurred during the previous month for which payment is due from the COUNTY as authorized under this Agreement. The COUNTY shall be responsible for payment of all authorized fees and costs due to the FIRM while this Agreement is in force which fees and costs are described and limited in paragraph 4. Said payments shall be sent by mail by COUNTY directly to Prange & O'Hearn's Insights, Inc., 43 East Ocean Boulevard, Stuart, FL 34994.

6. **LICENSES AND QUALIFICATION:** The FIRM warrants that it is qualified to perform the services under this agreement and holds any licenses necessary for same.

7. **INDEMNIFICATION AND HOLD HARMLESS:** The Contractor covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Contractor or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act or omission of the Contractor or its Subcontractors in any tier, their employees, or agents.

In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the Contractor's failure to purchase or maintain the required insurance, the Contractor shall indemnify the County from any and all increased expenses resulting from such delay.

The first ten dollars ($10.00) of remuneration paid to the Contractor is for the indemnification provided for above.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

8. **INSURANCE:** The agency shall maintain the following required insurance throughout the entire term of the contract and any extensions. Failure to comply with this provision may result in the immediate suspension of all work until the required insurance has been reinstated or replaced. Delays in the completion of work resulting from the failure of the agency to maintain the required insurance shall not extend any deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work had not been suspended, except for agency's failure to maintain the required insurance.

The agency shall provide, to the County, as satisfactory evidence of the required insurance, either:

* Original Certificate of Insurance
  or
* A Certified copy of the actual insurance policy

The COUNTY, at its sole option, has the right to request a certified copy of any or all insurance policies required by this contract.

All Insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the COUNTY by the insurer.

The acceptance and/or approval of the agency's insurance shall not be construed as relieving the agency from any liability or obligation assumed under this contract or imposed by law.

The Monroe County Board of County Commissioners, its employees and officials will be included as "Additional Insured" on all policies, except for Workers' Compensation.

Any deviations from these General Insurance Requirements must be requested in writing on the County prepared from entitled "Request for Waiver of Insurance Requirements" and approved by Monroe County Risk Management.

A. Prior to the commencement of work governed by this contract the agency shall obtain

Workers' Compensation Insurance with limits sufficient to respond to Florida Statute 440.

In addition, the agency shall obtain Employers' Liability Insurance with limits of not less than:

$100,000	Bodily Injury by Accident
$500,000	Bodily Injury by Disease
$100,000	Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the contract.

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida and the company or companies must maintain a minimum rating of A-V1, as assigned by the A.M. Best Company.

B. Prior to the commencement of work governed by this contract, the agency shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

* Premises Operations
* Products and Completed Operations
* Blanket Contractual Liability
* Personal Injury Liability

* Expanded Definition of Property Damage

The minimum limits acceptable shall be:

$1,000,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

$ 500,000 per person

$1,000,000 per Occurrence

$ 100,000 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the COUNTY.

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

9. **APPROVALS AND CHANGES OF SPECIFICATIONS OF SERVICES:** The TDC shall have the sole and exclusive right to approve, modify, reject, or cancel any and all plans, proposals, submissions and other work in process, in which event the TDC's directions shall be immediately implemented. However, nothing in this Agreement shall be construed as requiring the FIRM to violate any contractual commitments to vendors contracted on TDC's behalf. All contractual commitments to contracted vendors require the TDC's prior written approval. The COUNTY shall only be liable for charges approved in writing prior to the FIRM's entering into such contractual commitment. If any modifications to the specifications become substantial, the FIRM may elect to re-negotiate the cost of deliverables under the revised specifications.

The performance of all services between FIRM as described and otherwise provided under this Agreement will be in full cooperation with and under the direct supervision of the TDC. Whenever approval is required from the TDC, said approval shall be in writing from the TDC Administrative Director or a designee, according to TDC policy.

10. **TERMINATION; RENEWAL:** Either party shall have the right to cancel this Agreement at its sole discretion upon sixty (60) days written notice to the other party. FIRM shall deliver to TDC and COUNTY all papers and other materials related to the work performed under this Agreement upon termination thereof. County shall pay

FIRM only for such reimbursable expenses authorized prior to termination. If, for any reason, funds are not appropriated in any fiscal year, FIRM will be given fifteen (15) days notice of termination, and FIRM will not be required to continue services or produce deliverables after the termination date.

This agreement may be extended for an additional two (2) years under the same terms and conditions, upon the mutual consent of the parties and subject to negotiation of monetary terms, and provided the COUNTY provides FIRM prior written notice of its election of this option no later than thirty days before this agreement expires.

11. **DISCLOSURE OF FINANCIAL INTERESTS:** The FIRM agrees to disclose any existing financial interest in its business by its suppliers or providers utilized in fulfillment of this Agreement and shall disclose said interests as they may arise from time to time.

12. **APPLICABLE LAW; VENUE:** This Agreement shall be governed by and construed according to the laws of the State of Florida and all actions brought under or pursuant to this Agreement shall be brought in a court of competent jurisdiction in Monroe County, Florida.

13. **ENTIRE AGREEMENT AMENDMENT:** This writing embodies the entire Agreement and understanding between the parties hereto, and there are no other agreements or understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. Any amendment to this Agreement shall be in writing and signed by both the COUNTY and FIRM.

14. **LAWS AND REGULATIONS:** It shall be understood and agreed that any and all services, materials and equipment shall comply fully with all Local, State and Federal laws and regulations.

15. **TAXES:** The Board of County Commissioners and TDC are exempt from Federal Excise and State of Florida Sales Tax. State Sales Tax and Use Tax Certificate Number is 03000 210354.

16. **FINANCE CHARGES:** The COUNTY and TDC, shall not be responsible for any finance charges.

17. **ASSIGNMENT:** The FIRM shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement, or of any or all of its right, title or interest therein, of his or its power to execute such contract to any person, company or corporation without prior consent of the COUNTY.

18. **OWNERSHIP:** All work performed under the Agreement shall be the property of the TDC and COUNTY, for whatever use and/or disposition the TDC and COUNTY may deem appropriate. Such property shall include: a) all plans, documents and recommendations; b) All manuscripts, copy, graphics, and videotapes. The TDC and COUNTY shall have the full right to reproduce and/or use any products derived from the contractor's work under the Agreement without payment of any royalties, or fees. No reproduction of said property shall be made by FIRM or any other entity for purposes of resale.

19. **COMPLIANCE WITH LAWS - NONDISCRIMINATION:** The firm shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds or race, color, religion, sex, age, or national origin in the performance of work under this Agreement. This Agreement shall be subject to all federal, state, and local laws and ordinances.

20 **NOTICE:** Whenever notice is required by this Agreement to be give to either party, said notice shall be delivered to:

For County:	Ms. Lynda Stuart Monroe County TDC 1201 White Street, Suite 102 Key West, FL 33040	For FIRM:	Jack O'Hearn, President Prange & O'Hearn's Insight, Inc. 43 East Ocean Boulevard Stuart, FL 34994

21. **SEVERABILITY:** If any provision of this Agreement shall be held by a Court of
competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such provision other than those as to which it is invalid or unenforceable, shall not be affected thereby; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

22. The FIRM agrees to furnish the TDC with copies of bids of subcontractors.

23. **ETHICS CLAUSE:** The FIRM warrants that no person has been employed or retained to solicit or secure this contract upon an Agreement or understanding for a commission, percentage, brokerage, or contingent fee and that no member of the Monroe County government or the TDC has any interest, financially or otherwise, in the FIRM or its subcontractors.

24. **PUBLIC ENTITY CRIME STATEMENT**: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on an agreement to provide any goods or services to a public entity, may not submit a bid on an agreement with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor
list.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their names, and seals impressed hereon, by their proper officials, all as of the day and year first above written.

(SEAL)
Attest: Danny L. Kolhage, Clerk

_____
Deputy Clerk

Board of County Commissioners
of Monroe County

_____
Mayor/Chairman

(CORPORATE SEAL)
Attest:

By_____
Secretary

OR

_____

_____
Witness

Prange & O'Hearn's Insights, Inc.

By_____
President

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY.
BY SUZANNE A. HUTTON
DATE 2/13/03